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Attorneys for Plaintiff
RAMY KAUFLEDER EDEN

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

RAMY KAUFLEDER EDEN

Plaintiff,

v.

INDIAN SPICE WORLD INC.; SD
PIONEER FOOD INC.; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 37-2024-00004407-CU-MC-CTL

**[PROPOSED] STIPULATED CONSENT
JUDGMENT**

1 Plaintiff Ramy Eden (“Plaintiff” or “Eden”), Defendant Indian Spice World Inc. (“Spice
2 World”), and Defendant SD Pioneer Food Inc. (“Pioneer” and, together with Spice World,
3 “Defendants”) hereby enter into this Stipulated Consent Judgment (“Consent 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 Defendants alleging that Defendants violated California’s
8 Safe Drinking Water and Toxic Enforcement Act of 1986 codified at Cal. Health & Safety Code §
9 25249.5, *et seq.* (“Proposition 65”) with regard to the product Spice Land brand garam masala powder
10 (“Covered Product”);

11 WHEREAS: The Covered Product includes four separate sizes of garam masala in sealed
12 containers: 7 oz containers (UPC: 72542385228); 12.34 oz containers (UPC: 72542385707); 14 oz
13 containers (UPC: 72542385229); and 28 oz containers (UPC: 72542385230).

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

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

20 WHEREAS: On January 31, 2024, Plaintiff filed a civil complaint against Defendants in the
21 above-entitled Court alleging that Defendants violated Proposition 65 with regard to the Covered
22 Product (“Complaint”);

23 WHEREAS: Defendants deny Plaintiff’s allegations in the 60-Day Notice of Violation and the
24 Complaint and deny that they have otherwise violated Proposition 65 or engaged in any wrongdoing
25 whatsoever;

26 WHEREAS: Plaintiff and Defendants wish to resolve their differences without the delay,
27 uncertainty, and expense of litigation;

28 NOW THEREFORE BE IT RESOLVED AND AGREED UPON AS BETWEEN PLAINTIFF

1 ACTING IN THE PUBLIC INTEREST AND DEFENDANT AS FOLLOWS:

2 **1. JURISDICTION, VENUE, AND DEFENDANTS’ DENIAL OF LIABILITY**

3 1.1 For purposes of this Consent Judgment, Plaintiff and Defendants (collectively, the
4 “Parties”) agree that: this Court has jurisdiction over the Parties and the allegations contained within
5 the Complaint; venue of this matter is proper in the County of San Diego; and this Court has
6 jurisdiction to enter this Consent Judgment as a full and final resolution of all claims which were or
7 could have been raised in the Complaint with respect to the Covered Product and of all claims which
8 were or could have been raised by any person or entity based in whole or in part, directly or indirectly,
9 based on the facts alleged in the 60-Day Notice of Violation and/or the Complaint with respect to the
10 Covered Product, including any Proposition 65 claim arising out of an exposure to the Covered Product
11 (collectively, “Proposition 65 Claims”).

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

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

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

28 2.2 “Effective Date” shall mean, with respect to this Consent Judgment, the date on which

1 the Court approves and enters the Consent Judgment.

2 **3. INJUNCTIVE RELIEF**

3 3.1 Reformulation or Warnings. For the Covered Product, Defendants agree to undertake
4 or cause to be undertaken on their behalf, either: (a) reformulation of the Covered Product so that it
5 complies with the reformulation requirement set forth in section 3.2 below; or (b) provision of the
6 warnings set forth in section 3.3 below. Compliance with either section 3.2 or 3.3 below shall
7 constitute compliance by Defendants with Proposition 65 regarding exposure to lead in the Covered
8 Product.

9 3.2 Reformulation. The Covered Product shall be deemed to comply with Proposition 65
10 and be exempt from any Proposition 65 warning requirements with respect to lead if the Covered
11 Product contains no more than 0.5 micrograms of lead per serving, with the serving size equaling the
12 serving size specified on the label for the Covered Product. If a serving size is no longer specified on
13 the label for the Covered Product, the serving size shall be deemed, for purposes of this section 3.2, to
14 be 5 grams (which was the serving size indicated on the Covered Product’s label at the time the 60-
15 Day Notice of Violation in this matter was served).

16 3.3 Warnings. If the Covered Product does not comply with section 3.2 above, Defendants
17 shall use one of the two following warning content options (“Warning Content”):

18 Option 1:

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

22 Option 2:

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

24 Defendants shall use the phrase “cancer and” in the Warning Content if Defendants have reason
25 to believe that the Covered Product contains more than 15 micrograms of lead per serving, with the
26 serving size equaling the serving size specified on the label for the Covered Product. If a serving size
27 is no longer specified on the label for the Covered Product, the serving size shall be deemed, for
28 purposes of this section 3.3, to be 5 grams.

1 Defendants shall provide the Warning Content to California consumers in a manner that
2 complies with the methods of transmission set forth in 27 C.C.R. section 25602(a). In addition, for
3 any Covered Product sold over the Internet by Defendants, the Warning Content shall appear prior to
4 checkout on the primary product page; as a pop-up when a California zip code is input for the shipping
5 address for the Covered Product on the checkout page; or on the checkout page in full text or through
6 a clearly marked hyperlink using the word “WARNING” in all capital and bold letters when a
7 California shipping address is input for any purchase of any Covered Product. If a hyperlink is used,
8 the hyperlink must go directly to a page prominently displaying either the Option 1 Warning Content
9 or the Option 2 Warning Content without other content that detracts from the Warning Content. An
10 asterisk or other identifying method must be used to identify which products on the checkout page are
11 subject to the Warning Content.

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

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

22 Defendants must display or direct consumers to the above Warning Content with such
23 conspicuousness, as compared to other words, statements, or designs on the label, or on their websites
24 (if applicable) to render the Warning Content likely to be read and understood by an ordinary
25 individual under customary conditions of purchase or use of the product. Where consumer information
26 is provided on the Covered Product in a language other than English, the Warning Content must also
27 be provided in that language in addition to English.

28 For purposes of this Consent Judgment, the term “label” means a display of written, printed,

1 or graphic material that is printed on, or affixed to, the Covered Product or its immediate container or
2 wrapper.

3 For purposes of this Consent Judgment, where Defendants are required to provide a warning
4 for a Covered Product, Defendants may satisfy the warning requirement by complying with all the
5 requirements of 27 C.C.R. section 25600.2 (2020).

6 3.4 Exemption for Previously Manufactured Covered Product. The warning requirements
7 in section 3.3 shall only be required as to Covered Product manufactured after the Effective Date.
8 Covered Product manufactured on or before the Effective Date is hereby deemed exempt from
9 Proposition 65 warnings with respect to lead.

10 3.5 Changes to Proposition 65. If, after the Effective Date, changes are enacted to
11 Proposition 65 or its implementing regulations which require the use of additional or different
12 information on any warning applicable to the Covered Product (“New Warnings”), the Parties agree
13 that the New Warnings may be used in place of the warnings set forth in section 3.3.

14 4. **MONETARY RELIEF**

15 4.1 Civil Penalty. Defendants shall collectively pay a total of four thousand two hundred
16 fifty dollars (\$4,250.00) as a Civil Penalty in accordance with this Section. The Civil Penalty payment
17 shall be allocated in accordance with California Health & Safety Code §§ 25249.12(c)(1) and (d), with
18 75% of the Civil Penalty remitted to the Office of Environmental Health Hazard Assessment
19 (“OEHHA”) and the remaining 25% of the Civil Penalty remitted to Eden. The Civil Penalty payments
20 shall be delivered to the addresses identified in § 4.3, below. Defendants shall be jointly and severally liable
21 for payment of the Civil Penalty.

22 4.2 Date for Payment of Civil Penalty. Within three (3) days of the Effective Date, Defendants
23 shall collectively issue two separate checks for the Civil Penalty payment: one check made payable to
24 “OEHHA” in the amount of three thousand one hundred eighty seven dollars and fifty cents
25 (\$3,187.50); and one check made payable to “Ramy Eden” in the amount of one thousand sixty two
26 dollars and fifty cents (\$1,062.50). The Civil Penalty payment shall be delivered to the addresses
27 identified in § 4.3, below.

28 4.3 Payment Procedures.

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(a) Issuance of Payments. Payments shall be delivered as follows:

(i) The Civil Penalty payment owed to Eden shall be delivered to the address set forth in Eden’s IRS Form W-9;

(ii) The Civil Penalty payment owed to OEHHA shall be delivered directly to OEHHA (Memo Line “Prop 65 Penalties”) at the following addresses:

For United States Postal Service Delivery:

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 Service Delivery:

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

(b) Copy of Payment to OEHHA. Defendants agree to provide Eden’s counsel with a copy of the check payable to OEHHA, simultaneous with their penalty payments to Eden, which copy shall be delivered to the address provided in § 7.1(a), as proof of payment to OEHHA.

(c) Tax Documentation. Within five (5) days of the Parties fully executing this Consent Judgment, Eden shall provide IRS W-9 forms for each of the following payees:

- (i) “Ramy Eden”;
- (ii) “Jarrett Charo APC” (EIN: 84-2408511); and
- (iii) “Office of Environmental Health Hazard Assessment” (EIN: 68-0284486).

4.4 Attorney’s Fees and Costs. Defendants shall collectively pay a total of fifteen thousand seven hundred fifty dollars (\$15,750.00) to Plaintiff’s counsel, Jarrett Charo APC, which is entitled to attorney’s fees and costs incurred by it in this action including, without limitation, investigating potential violations, bringing this matter to Defendants’ attention, prosecuting this action in court, and

1 negotiating a settlement in the public interest. Within three (3) days of the Effective Date, Defendants
2 shall collectively issue one check payable to “Jarrett Charo APC” in the amount of fifteen thousand
3 seven hundred fifty dollars (\$15,750.00) and deliver it to the address identified in § 7.1(a), below.
4 Defendants shall be jointly and severally liable for this payment.

5 **5. CLAIMS COVERED AND RELEASED**

6 5.1 This Consent Judgment is a full, final and binding resolution between Plaintiff on
7 behalf of himself and in the public interest, and Defendants and their respective officers, directors,
8 members, shareholders, employees, attorneys, agents, parent companies, subsidiaries, divisions,
9 affiliates, suppliers, franchisees, licensees, and retailers, their parent and all subsidiaries and affiliates
10 thereof, their respective employees, agents and assigns, as well as all other upstream and downstream
11 entities in the distribution chain for the Covered Products (collectively, the “Released Parties”).

12 5.2 Plaintiff’s Release of Released Parties. Plaintiff, acting on his own behalf and in the
13 public interest, releases the Released Parties from all claims, actions, causes of actions, suits, demands,
14 liability, damages, penalties, fees, costs, and expenses asserted or which could have been asserted from
15 the handling or consumption of the Covered Product, as to any alleged violations of Proposition 65 or
16 its implementing regulations up through the Effective Date based on exposure to lead from the
17 Covered Product as alleged in the 60-Day Notice of Violation and/or the Complaint. Compliance with
18 the terms of this Consent Judgment constitutes compliance with Proposition 65 with respect to
19 exposure to lead from the Covered Product. Any downstream entity that is required to provide the
20 warning pursuant to 27 C.C.R. section 25600.2 (2020) and does not do so, is not released pursuant to
21 this provision.

22 5.3 Defendants’ Release of Eden. Defendants, on behalf of themselves, their past and
23 current agents, representatives, attorneys, successors and/or assignees, each hereby waives any and all
24 claims against Eden, his attorneys, and other representatives for any and all actions taken or statements
25 made (or those that could have been taken or made) by Eden and/or his attorneys and other
26 representatives, whether in the course of investigating claims, bringing the 60-Day Notice of
27 Violation, prosecution of this action, or otherwise seeking to enforce Proposition 65 against
28 Defendants in this matter, or with respect to the Covered Product.

1 5.4 California Civil Code § 1542. It is possible that other claims not known to the Parties
2 arising out of the facts alleged in this matter and relating to alleged violations of Proposition 65
3 concerning the Covered Product will develop or be discovered. Eden on behalf of himself only, on
4 one hand, and Defendants, on the other hand, acknowledge that this Consent Judgment is expressly
5 intended to cover and include all such claims up through the Effective Date, including all rights of
6 action therefor. The Parties acknowledge that the claims released may include unknown claims, and
7 nevertheless waive California Civil Code § 1542 as to any such unknown claims. California Civil
8 Code § 1542 reads as follows:

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

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

16 **6. COMPLIANCE WITH H&S CODE § 25249.7(f) AND COURT APPROVAL**

17 6.1 Eden agrees to comply with the reporting requirements referenced in California Health
18 & Safety Code section 25249.7(f) and to promptly bring a motion for approval of this Consent
19 Judgment. Defendants agree not to oppose such motion.

20 **7. NOTICES**

21 7.1 Unless specified herein, all correspondence and notices required to be provided
22 pursuant to this Consent Judgment to any Party shall be in writing and personally delivered or sent to
23 that Party—via: (i) first-class registered or certified mail with return receipt requested; or (ii) overnight
24 or two-day courier—at the following addresses:

- | | | |
|----|-----------------------------|-----------------------------------|
| 25 | (a). For Eden: | (b). For Defendants: |
| 26 | Jarrett S. Charo | Hiren Patel |
| 27 | Jarrett Charo APC | Agent for Spice World and Pioneer |
| 28 | 4079 Governor Dr., No. 1018 | 9262 Miramar Rd. |
| | San Diego, CA 92122 | San Diego, CA 92126 |

1 or DocuSign signature, each of which shall be deemed an original, and all of which, when taken
2 together, shall constitute one and the same document. Any photocopy of the executed Consent
3 Judgment shall have the same force and effect as the original.

4 **14. AUTHORIZATION**

5 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized by
6 the Party he or she represents to stipulate to this Consent Judgment and has read, understood, and
7 agrees to each of the terms and conditions contained herein.

8 **15. SEVERABILITY**

9 15.1 If, subsequent to Court approval of this Consent Judgment, any part or provision is
10 declared by a Court to be invalid, void, or unenforceable, the remaining portions or provisions shall
11 continue in full force and effect.

12
13 **STIPULATED AND AGREED TO:**

14 Dated: 2/28/2024

15 By:  _____
16 Ramy Eden

17 Dated:

18 By: _____
19 Hireen Patel, on behalf of Indian Spice World, Inc. and SD Pioneer Food Inc.

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

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

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14 Dated:

15 By: _____
16 Ramy Eden

17 Dated: 2/27/2024

18 By:  _____
19 Hiren Patel, on behalf of Indian Spice World, Inc. and SD Pioneer Food Inc.

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

22
23 Dated: _____
24 Judge of the Superior Court