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9 *Calsafe Research Center, Inc.*  
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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
15 **COUNTY OF ALAMEDA**  
16

17  
18 CALSAFE RESEARCH CENTER, INC., a  
19 California non-profit corporation,

20 Plaintiff,

21 v.

22 JONS MARKETS, a California Stock  
23 Corporation; and DOES 1 to 10,

24 Defendants.  
25  
26  
27  
28

Case No.: 23CV051091

[PROPOSED] MODIFIED STIPULATED  
CONSENT JUDGMENT

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

Complaint filed: November 13, 2023  
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. (“Calsafe” or “Plaintiff”), a California non-profit corporation, and Jons  
4 Markets, a California Stock Corporation (“Jons” or “Defendant”) (collectively, the “Parties”).

5 **1.2 General Allegations.** On November 13, 2023, CalSafe initiated this action by  
6 filing a Complaint for Civil Penalties and Injunctive Relief (the “Complaint”) pursuant to *Health*  
7 *& Safety Code* § 25249.5 *et seq.* (“Proposition 65”) against Jons. In this action, Calsafe alleges  
8 that the “Grzyby Suszone, Runoland Dried Mushrooms (UPC# 5901641000082”, “Jons,  
9 Dehydrated Green Pomelo (UPC# 200772301811)”, “Jons, Dried Banana (UPC#  
10 200795708314)”, “Jons, Dried Chili Mango (UPC# 200827003691), “Jons, Mango Slices  
11 (UPC# 200766802638) and “Jons, Natural Dried Papaya (UPC# 200805007208) (collectively  
12 the “Covered Product”) contain lead, a chemical listed under Proposition 65 as a carcinogen and  
13 reproductive toxin. Calsafe alleges that the Covered Product exposes consumers to lead at a level  
14 requiring a Proposition 65 warning. Calsafe alleges that Jons qualifies as a “Person” within the  
15 meaning of Proposition 65, and that Jons manufactures, distributes, and/or offers for sale in the  
16 State of California the Covered Product.

17 **1.3 Notice of Violation.** The Complaint is based on allegations contained in Calsafe’s  
18 Notices of Violation dated May 5, 2023 (AG# 2023-01189) and May 9, 2023 (AG# 2023-01228)  
19 (collectively the “Notice”), that were served on the California attorney General, other public  
20 enforcers, and Jons. A true and correct copy of the Notice is attached hereto as **Exhibit A** and  
21 incorporated by reference. More than 60 days have passed since the Notice was served on the  
22 Attorney General, public enforcers, and Jons; no designated governmental entity has filed a  
23 Complaint against Jons with regard to the Covered Product or the alleged violations.

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

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1           **1.5**    The Parties have entered into this Consent Judgment in order to settle,  
2 compromise, and resolve disputed claims and thus avoid prolonged and costly litigation. Jons  
3 denies the material, factual, and legal allegations in the Notice and Complaint and maintains that  
4 all of the products, including the Covered Product, that it sold and/or distributed for sale in  
5 California have been and are in compliance with all laws. Nothing in this Consent Judgment nor  
6 compliance with this Consent Judgment shall constitute or be construed as an admission by Jons  
7 or by any of their respective officers, directors, shareholders, employees, agents, parent  
8 companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers,  
9 distributors, wholesalers, or retailers of any fact, finding, conclusion, issue of law, or violation  
10 of law, such specifically denied by the Jons. This Section shall not, however, diminish or  
11 otherwise affect Jons’ obligations, responsibilities, and duties under this Consent Judgment.

12           **1.6**    Except as expressly set forth herein, nothing in this Consent Judgment shall  
13 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any  
14 current or future legal proceeding unrelated to this proceeding.

15           **1.7    Effective Date.** For purposes of this Consent Judgment, the “Effective Date”  
16 shall be the date the Consent Judgment has been approved and entered by the Court.

17 **II.    JURISDICTION AND VENUE**

18           **2.1**    For purposes of this Consent Judgment and any further court action that may  
19 become necessary to enforce this Consent Judgment only, the Parties stipulate that this Court has  
20 subject matter jurisdiction over the allegations of violations contained in the Complaint and  
21 personal jurisdiction over Jons as to the acts alleged in the Complaint.

22           **2.2**    For purposes of this Consent Judgment, the Parties stipulate that venue is proper  
23 in Los Angeles County, California, and that this Court has jurisdiction to enter this Consent  
24 judgment as a full and final resolution of all claims up through and including the Effective Date  
25 that were or could have been asserted in this action based on the facts alleged in the Notice and  
26 Complaint.

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1 **III. INJUNCTIVE RELIEF**

2 **3.1 Shipped for Sale in California.** “Shipped for Sale in California” means the  
3 Covered Product that Jons either directly ships to California for sale in California, or that it sells  
4 to a distributor or retailer who Jons knows will sell the Covered Product to consumers in  
5 California. Where a retailer or distributor sells the Covered Product both in California and other  
6 states, Jons shall take commercially reasonable steps to ensure that the only Covered Product  
7 that is sold in California is in compliance with Paragraph 3.2 through 3.5.

8 **3.2 Clear and Reasonable Warnings, When Required.** Jons agrees by the  
9 Effective Date to only manufacture for sale, purchase for sale, import for sale, or distribute for  
10 sale in or into California (in-person or online) the Covered Product that contains a warning as  
11 provided for in Paragraphs 3.4 through 3.5.

12 **3.3 Warning Requirements.** A clear and reasonable warning for the Covered  
13 Product shall consist of a warning affixed to the packaging, label, tag, or directly to each Covered  
14 Product Shipped for Sale in California by Jons that contains one of the following statements:

15 (A)

16  
17 **WARNING:** Consuming this product can expose you to lead, which is known to the  
18 State of California to cause cancer and birth defects or other reproductive harm. For  
19 more information go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

20 (B)

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

22 The warning shall be offset in a box with a black outline and must be in a type size no  
23 smaller than the largest type size used for other consumer information on the Covered Product.  
24 “Consumer information” includes warnings, directions for use, ingredient lists, and nutritional  
25 information. “Consumer information” does not include the brand name, product name, company  
26 name, location of manufacture, or product advertising. In no case shall the warning appear in a  
27 type size smaller than six (6) point type. Additionally, where the product sign, label, or shelf tag  
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1 used to provide a warning includes consumer information in a language other than English, the  
2 warning must also be provided in that language in addition to English.

3       **3.4 Warnings for Internet Sales.** For any Covered Product sold over the internet  
4 where it will be shipped to California, the warning shall be displayed as follows: (A) on the  
5 primary display page for the Covered Product; (B) as a clearly marked hyperlink using the word  
6 “WARNING” in all capital and bold letters on the Covered Product’s primary display page, so  
7 long as the hyperlink goes directly to a page prominently displaying the warning without content  
8 that detracts from the warning; (C) on the checkout page or any other page in the checkout  
9 process when a California delivery address is indicated for the purchase of the Covered Product  
10 and with the warning clearly associated with the Covered Product to indicate that the Covered  
11 Product is subject to the warning; or (D) by otherwise prominently displaying the warning to the  
12 purchaser prior to completing the purchase of the Covered Product. The warning is not  
13 prominently displayed if the purchaser must search for it in the general content of the website.

14       **3.5 Warning Prominence.** Jons agrees that each warning shall be prominently  
15 placed with such conspicuousness, as compared with the other words, statements, designs, or  
16 devices, as to render it likely to be read and understood by an ordinary individual under  
17 customary conditions before purchase or use.

18       **3.6 Compliance with Clear and Reasonable Warning.** Jons shall be deemed to be  
19 in compliance with this Consent Judgment after the Effective Date by (A) adhering to Paragraphs  
20 3.2 through 3.5, or (B) by complying with any future warning requirements adopted by the State  
21 of California’s Office of Environmental Health Hazard Assessment (“OEHHA) applicable to the  
22 Covered Product and chemical at issue. If regulations or legislation are enacted or issued  
23 providing that a Proposition 65 warning for the Covered Product is no longer required, a lack of  
24 warning as set forth in this Consent Judgment will not thereafter be a breach of this Consent  
25 Judgment.

26       **3.7 Grace Period of Existing Inventory.** The injunctive requirements of Section III  
27 shall not apply to the Covered Product that is already in the stream of commerce as of the  
28 Effective Date, which Covered Product is expressly subject to the releases provided in Section V.

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1           **3.8 Entry of Consent Judgment.** Upon execution of this Consent Judgment by the  
 2 Parties, CalSafe shall notice a Motion for Court Approval and, within ten (10) days of approval  
 3 of the Consent Judgment by the Court, comply with the requirements set forth in California  
 4 *Health & Safety Code* § 25249.7(f).

5           **3.9 Attorney General Objection.** If the California Attorney General objects to any  
 6 term in this Consent Judgment, the Parties shall use their best efforts to resolve the concern in a  
 7 timely manner, and if possible, prior to the hearing on the motion.

8           **3.10 Void if Not Approved.** If this Consent Judgment is not approved by the Court, it  
 9 shall be void and have no force or effect.

10 **IV. MONETARY TERMS**

11           **4.1 Total Settlement Amount.** In full satisfaction of all potential civil penalties,  
 12 additional settlement payments, attorney fees, and costs, Jons shall make a total payment of  
 13 Twenty-Five Thousand One Hundred Eighty Seven Dollars and Fifty Cents. (\$25,187.50) (the  
 14 “Total Settlement Amount”), apportioned into a Civil Penalty, and Attorney Fees and Costs as  
 15 set forth in Paragraphs 4.2 and 4.3, below.

16           **4.2 Civil Penalty Payment.** Pursuant to California *Health & Safety Code*  
 17 § 25249.7(b)(2) and in settlement of all claims alleged in the Notice and Complaint, Jons agrees  
 18 to pay Three Thousand Two Hundred and Fifty Dollars (\$3,250.00) in Civil Penalties. The Civil  
 19 Penalty payment will be apportioned in accordance with California *Health & Safety Code* §§  
 20 25249(c)(1), (d), with seventy-five (75) percent of these funds remitted to OEHHA, and the  
 21 remaining twenty-five (25) percent of the funds retained by CalSafe. Within ten (10) days of the  
 22 Effective Date, Jons shall issue a check to “OEHHA” in the amount of Two Thousand Four  
 23 Hundred and Thirty-Seven Dollars and Fifty Cents (\$2,437.50), with “Prop 65 Penalties” written  
 24 in the Memo Line; and Jons shall, pursuant to the instructions below, wire to CalSafe the amount  
 25 of Eight Hundred and Twelve Dollars and Fifty Cents (\$812.50).

26           All payments made to OEHHA (EIN: 68-0284486) pursuant to this Paragraph shall be  
 27 delivered directly to OEHHA at the following address:  
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1                   For United States Postal Delivery Service:

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

7                   For Non-United States Postal Delivery Service:

8                   Mike Gyurics  
9                   Fiscal Operations Branch Chief  
10                  Office of Environmental Health Hazard Assessment  
11                  1001 I Street MS #19B  
12                  Sacramento, CA 95814

13                  All penalty payments owed to CalSafe shall be sent via wire to:

14                  **Wire Instructions:**

15                  Account Name: The Law Offices of Joseph R. Manning  
16                  Bank Name: J.P. Morgan Chase Bank, N.A.  
17                  Bank Address: 270 Park Ave. New York, NY. 10017  
18                  Wire Routing / ABA Number: 021000021  
19                  Account Number: 802922919

20                  For further benefit of: Civil Penalty Payment Case No. 23CV051091

21                  **4.3 Attorney Fees and Costs.** Within ten (10) days of the Effective Date, Jons agrees  
22                  to pay Twenty-One Thousand Nine Hundred and Thirty Seven Dollars and Fifty Cents  
23                  (\$21,937.50) to CalSafe and its counsel of record for all fees and costs incurred in investigating,  
24                  bringing this matter to the attention of Jons, litigating, negotiation, and obtaining judicial approval  
25                  of a settlement in the public interest.

26                  **Wire Instructions:**

27                  Account Name: The Law Offices of Joseph R. Manning  
28                  Bank Name: J.P. Morgan Chase Bank, N.A.  
                      Bank Address: 270 Park Ave. New York, NY. 10017  
                      Wire Routing / ABA Number: 021000021  
                      Account Number: 802922919

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1 For further benefit of: Attorney’s Fees Case No. 23CV051091

2 **4.4** In the event that Jons fails to remit the Total Settlement Amount or any portion  
3 thereof owed under Paragraphs 4.1 through 4.3 of this Consent Judgment before the due date,  
4 Jons shall be deemed to be in material breach of its obligations under this Consent Judgment.  
5 CalSafe shall provide written notice of delinquency to Jons via electronic mail to Jons’ counsel  
6 of record. If Jons fails to deliver any portion of or all of the Total Settlement Amount within five  
7 (5) days from the written notice, the Total Settlement Amount shall accrue interest at the statutory  
8 judgment interest rate provided in California *Code of Civil Procedure* § 685.010.

9 Additionally, Jons agrees to pay Calsafe’s reasonable attorney fees and costs for any  
10 efforts to collect the payment due under this Consent Judgment.

11 **V. RETENTION OF JURISDICTION**

12 **5.1** This Court shall retain jurisdiction over this matter to enforce, modify, or terminate  
13 this Consent Judgment.

14 **VI. MODIFICATION OF CONSENT JUDGMENT**

15 **6.1** This Consent Judgment may be modified only as to the injunctive terms by  
16 (A) written stipulation of the Parties and upon entry by the Court of a modified consent judgment,  
17 or (B) by motion of either Party pursuant to Paragraph 5.1 and upon entry by the Court of a  
18 modified consent judgment.

19 **6.2** If Jons seeks to modify this Consent Judgment under Paragraph 5.1, then Jons  
20 must provide written notice to Calsafe of its intent (“Notice of Intent”). If Calsafe seeks to meet  
21 and confer regarding the proposed modification in the Notice of Intent, then Calsafe shall provide  
22 written notice of intent to meet and confer to Jons within thirty (30) days of receiving the Notice  
23 of Intent. The Parties shall then meet and confer in good faith in person, via telephone, or via  
24 video conference within thirty (30) days of Calsafe’s written notice of intent to meet and confer.  
25 Within thirty (30) days of such a meeting, if Calsafe disputes the proposed modification, Calsafe  
26 shall provide Jons a written basis for its opposition. The Parties shall continue to meet and confer  
27 for an additional thirty (30) days in an effort to resolve any remaining disputes. Should it become  
28 necessary, the Parties may agree in writing to different deadlines for the meet-and-confer period.

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1           **6.3** In the event that Jons initiates or otherwise requests a modification under  
2 Paragraph 5.1, and the meet and confer process leads to a joint motion or application for a  
3 modification of the Consent Judgment, Jons shall reimburse Calsafe its costs and reasonable  
4 attorney fees for the time spent in the meet-and-confer process and filing and arguing the motion.

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

6           **7.1** This Consent Judgment shall have no application to any Covered Product that is  
7 distributed or sold exclusively outside the State of California and/or that is not used by California  
8 consumers. Nothing in this Consent Judgment is intended to apply to any occupational or  
9 environmental exposures arising under Proposition 65, nor shall it apply to any other Jons  
10 products other than the Covered Product.

11           **7.2 Binding Effect.** This Consent Judgment is a full, final, and binding resolution  
12 between Calsafe, on behalf of itself and its respective officers, directors, shareholders, employees,  
13 agents, parent companies, subsidiaries, divisions, and affiliates and on behalf of the public  
14 interest, and Jons and its respective officers, directors, shareholders, employees, agents, parent  
15 companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers,  
16 distributors, wholesalers, or retailers, and all other upstream and downstream entities in the  
17 distribution chain of the Covered Product and the predecessors, successors, and assigns of any of  
18 them (collectively, “Released Parties”).

19           **7.3** Compliance with the terms of this Consent Judgment shall be deemed to constitute  
20 compliance with Proposition 65 by any of the Released Parties regarding alleged exposures to the  
21 Covered Product as set forth in the Notice and Complaint.

22 **Calsafe Release of Jons(s).** This Consent Judgment is a full, final, and binding resolution  
23 between Calsafe, acting on its own behalf, and on behalf of the public interest, and Jons, and its  
24 parents, shareholders, members, directors, officers, managers, employees, representatives,  
25 agents, attorneys, divisions, subdivisions, subsidiaries, partners, sister companies, and affiliates,  
26 and their predecessors, successors and assigns (“Defendant Releasees”), and all entities from  
27 whom they obtain and to whom they directly or indirectly distribute or sell Covered Products,  
28 including but not limited to manufacturers, suppliers, distributors, wholesalers, customers,

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1 licensors, licensees retailers, including but not limited to, B&I Overseas Trading, Inc., and its  
2 parents, subsidiaries, and affiliates, franchisees, and cooperative members (“Downstream  
3 Releasees”), of all claims for violations of Proposition 65 based on exposure to Lead from use  
4 of the Covered Products manufactured, distributed, or sold by Jons prior to the Effective Date as  
5 set forth in the Notice. It is the Parties’ intention that this Consent Judgment shall have preclusive  
6 effect such that no other actions by private enforcers, whether purporting to act in his, her, or its  
7 interests or the public interest shall be permitted to pursue and take any action with respect to  
8 any violation of Proposition 65 based on exposure to Lead from use of the Covered Products that  
9 was alleged in the Complaint, or that could have been brought pursuant to the Notice against  
10 Jons and the Downstream Releasees (“Proposition 65 Claims”). Jons’ compliance with the terms  
11 of this Consent Judgment constitutes compliance with Proposition 65 by Jons with regard to  
12 exposure to Lead from use of the Covered Products.

13 In addition to the foregoing, Calsafe, on behalf of itself, its past and current agents,  
14 representatives, attorneys, and successors and assignees, and not in its representative capacity,  
15 hereby waives all rights to institute or participate in, directly or indirectly, any form of legal  
16 action and releases Jons, Defendant Releasees, and Downstream Releasees from any and all  
17 manner of actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts,  
18 agreements, promises, liabilities, damages, charges, losses, costs, expenses, and attorneys’ fees,  
19 of any nature whatsoever, known or unknown, in law or equity, fixed or contingent, now or in  
20 the future, with respect to any alleged violations of Proposition 65 related to or arising from  
21 Covered Products manufactured, distributed, or sold by Jons, Defendant Releasees or  
22 Downstream Releasees.

23 **7.1** Calsafe on its own behalf only, and Jons on its own behalf only, further waives  
24 and releases any and all claims they, their attorneys, or their representatives may have against  
25 each other for all actions or statements made or undertaken in the course of seeking or opposing  
26 enforcement of Proposition 65 in connection with the Notice and Complaint up through and  
27 including the Effective Date, provided, however, that nothing in this Section shall affect or limit  
28 any Party’s right to seek to enforce the terms of the Consent Judgment.

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1           **7.2 California Civil Code Section 1542.** It is possible that other claims not known to  
2 the Parties, arising out of the facts alleged in the Notice and Complaint, and relating to the  
3 Covered Product, will develop or be discovered. Calsafe on behalf of itself only, and JONS on  
4 behalf of itself only, acknowledge that this Consent Judgment is expressly intended to cover and  
5 include all such claims up through and including the Effective Date, including all rights of action  
6 therefore. Calsafe and Jons acknowledge that the claims released in Section VII above may  
7 include unknown claims, and nevertheless waive California Civil Code § 1542 as to any such  
8 unknown claims. California *Civil Code* § 1542 reads as follows:

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

14 **VIII. SEVERABILITY**

15           **8.1** In the event that any of the provisions of this Consent Judgment are held by a court  
16 of competent jurisdiction to be unenforceable, the validity of the remaining enforceable  
17 provisions shall not be adversely affected.

18 **IX. GOVERNING LAW**

19           **9.1** The terms and conditions of this Consent Judgment shall be governed by and  
20 construed in accordance with the laws of the State of California.

21 **X. PROVISION OF NOTICE**

22           **10.1** All notices required to be given to either Party to this Consent Judgment by the  
23 other shall be in writing and sent to the following agents listed below via first-class mail or  
24 electronic mail. Any Party may modify the person/entity or address to whom the notice is to be  
25 sent by sending the other Party notice by certified mail, return receipt requested. Said change shall  
26 take effect on the date the return receipt is signed by the Party receiving the change.  
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1           Notice for Calsafe shall be sent to:

2                               Joseph R. Manning, Jr.  
3                               26100 Towne Center Drive  
4                               Foothill Ranch, CA 92610  
5                               Tel: Office (949) 200-8757 Fax: (866) 843-8309  
6                               p65@manninglawoffice.com

7           Notice for Jons shall be sent to:

8                               Eric P. Weiss  
9                               SCALI RASMUSSEN, PC  
10                              300 S. Grand Avenue, Suite 2750  
11                              Los Angeles, CA 90071  
12                              Tel: (213) 254-3667  
13                              eweiss@scalilaw.com

14 **XI. EXECUTED IN COUNTERPARTS**

15           **11.1** This Consent Judgment may be executed in counterparts, which taken together  
16 shall be deemed to constitute one document. A facsimile or .PDF signature page shall be  
17 construed to be as valid as the original signature.

18 **XII. DRAFTING**

19           **12.1** The terms of this Consent Judgment have been reviewed by the respective counsel  
20 for each Party prior to its signing, and each Party has had the opportunity to fully discuss the  
21 terms and conditions with legal counsel. The Parties agree that, in any subsequent interpretation  
22 and construction of this Consent Judgment, no inference, assumption, or presumption shall be  
23 drawn, and no provision of this Consent Judgment shall be construed against any Party, based  
24 on the fact that one of the Parties and/or one of the Parties' legal counsel prepared and/or drafted  
25 all or any portion of the Consent Judgment. It is conclusively presumed that all of the Parties  
26 participate equally in the preparation and drafting of this Consent Judgment.

27 **XIII. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

28           **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

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1 amicable manner. No action or motion may be filed with the Court in the absence of such a good  
2 faith attempt to resolve the dispute beforehand.

3 **XIV. ENFORCEMENT**

4 **14.1** The Parties may, by motion or order to show cause before the Superior Court of  
5 Los Angeles County, enforce the terms and conditions of this Consent Judgment. In any  
6 successful action brought by Calsafe to enforce this Consent Judgment, Calsafe may seek  
7 whatever fines, costs, penalties, or remedies as are provided by law for failure to comply with  
8 this Consent Judgment.

9 **XV. ENTIRE AGREEMENT, AUTHORIZATION**

10 **15.1** This Consent Judgment contains the sole and entire agreement and understanding  
11 of the Parties with respect to the entire subject matter herein, including any and all prior  
12 discussions, negotiations, commitments, and understandings related thereto. No representations,  
13 oral or otherwise, express or implied, other than those contained herein have been made by any  
14 party. No other agreements, oral or otherwise, unless specifically referred to herein, shall be  
15 deemed to exist or to bind any Party.

16 **15.2** Each signatory to this Consent Judgment certifies that he or she is fully authorized  
17 by the Party he or she represents to stipulate to this Consent Judgment.

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

19 **16.1** This Consent Judgment has come before the Court upon the request of the Parties.  
20 The Parties request the Court to fully review this Consent Judgment and, being fully informed  
21 regarding the matters which are the subject of this action, make the findings pursuant to  
22 California *Health and Safety Code* § 25249(f)(4) and approve this Consent Judgment.

23 ///

24 ///

25 ///

26 ///

27 ///

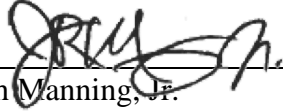
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**IT IS SO STIPULATED.**

DATED: October 3, 2024


**MANNING LAW, APC**

By:   
Joseph Manning, Jr.

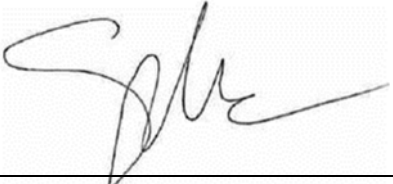
*Attorney for Plaintiff  
Calsafe Research Center, Inc.*

**CALSAFE RESEARCH CENTER, INC.**

DATED: 10/3/2024, 2024

By:   
Eric Fairon, CEO  
Calsafe Research Center, Inc.

DATED: October 3, 2024

  
By: \_\_\_\_\_  
Eric P. Weiss,  
*Attorney for Defendant  
Jons Markets*

**JONS MARKETS**

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

By: \_\_\_\_\_

Jons Markets, a California Stock Corporation

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

{00342490.1 }

*CalSafe Research Center, Inc. v. Jons Marketplace*, Case No. 23CV051091

[PROPOSED] STIPULATED MODIFIED CONSENT JUDGMENT

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{00342490.1 }

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*CalSafe Research Center, Inc. v. Jons Marketplace*, Case No. 23CV051091

[PROPOSED] STIPULATED MODIFIED CONSENT JUDGMENT