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9 *Calsafe Research Center, Inc.*
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12
13

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] 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.

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.

27 **III. INJUNCTIVE RELIEF**

1 **3.1 Shipped for Sale in California.** “Shipped for Sale in California” means the
2 Covered Product that Jons either directly ships to California for sale in California, or that it sells
3 to a distributor or retailer who Jons knows will sell the Covered Product to consumers in
4 California. Where a retailer or distributor sells the Covered Product both in California and other
5 states, Jons shall take commercially reasonable steps to ensure that the only Covered Product
6 that is sold in California is in compliance with Paragraph 3.2 through 3.5.

7 **3.2 Clear and Reasonable Warnings, When Required.** Jons agrees by the
8 Effective Date to only manufacture for sale, purchase for sale, import for sale, or distribute for
9 sale in or into California (in-person or online) the Covered Product that contains a warning as
10 provided for in Paragraphs 3.4 through 3.5.

11 **3.3 Warning Requirements.** A clear and reasonable warning for the Covered
12 Product shall consist of a warning affixed to the packaging, label, tag, or directly to each Covered
13 Product Shipped for Sale in California by Jons that contains one of the following statements:

14 (A)

15
16 **WARNING:** Consuming this product can expose you to lead, which is known to the
17 State of California to cause cancer and birth defects or other reproductive harm. For
18 more information go to www.P65Warnings.ca.gov/food.

18 (B)

19 **WARNING:** Cancer and Reproductive Harm—www.P65Warnings.ca.gov/food.

20
21 The warning shall be offset in a box with a black outline and must be in a type size no
22 smaller than the largest type size used for other consumer information on the Covered Product.
23 “Consumer information” includes warnings, directions for use, ingredient lists, and nutritional
24 information. “Consumer information” does not include the brand name, product name, company
25 name, location of manufacture, or product advertising. In no case shall the warning appear in a
26 type size smaller than six (6) point type. Additionally, where the product sign, label, or shelf tag
27 used to provide a warning includes consumer information in a language other than English, the
28 warning must also be provided in that language in addition to English.

1 **3.4 Warnings for Internet Sales.** For any Covered Product sold over the internet
2 where it will be shipped to California, the warning shall be displayed as follows: (A) on the
3 primary display page for the Covered Product; (B) as a clearly marked hyperlink using the word
4 “WARNING” in all capital and bold letters on the Covered Product’s primary display page, so
5 long as the hyperlink goes directly to a page prominently displaying the warning without content
6 that detracts from the warning; (C) on the checkout page or any other page in the checkout
7 process when a California delivery address is indicated for the purchase of the Covered Product
8 and with the warning clearly associated with the Covered Product to indicate that the Covered
9 Product is subject to the warning; or (D) by otherwise prominently displaying the warning to the
10 purchaser prior to completing the purchase of the Covered Product. The warning is not
11 prominently displayed if the purchaser must search for it in the general content of the website.

12 **3.5 Warning Prominence.** Jons agrees that each warning shall be prominently
13 placed with such conspicuousness, as compared with the other words, statements, designs, or
14 devices, as to render it likely to be read and understood by an ordinary individual under
15 customary conditions before purchase or use.

16 **3.6 Compliance with Clear and Reasonable Warning.** Jons shall be deemed to be
17 in compliance with this Consent Judgment after the Effective Date by (A) adhering to Paragraphs
18 3.2 through 3.5, or (B) by complying with any future warning requirements adopted by the State
19 of California’s Office of Environmental Health Hazard Assessment (“OEHHA) applicable to the
20 Covered Product and chemical at issue. If regulations or legislation are enacted or issued
21 providing that a Proposition 65 warning for the Covered Product is no longer required, a lack of
22 warning as set forth in this Consent Judgment will not thereafter be a breach of this Consent
23 Judgment.

24 **3.7 Grace Period of Existing Inventory.** The injunctive requirements of Section III
25 shall not apply to the Covered Product that is already in the stream of commerce as of the
26 Effective Date, which Covered Product is expressly subject to the releases provided in Section V.

27 **3.8 Entry of Consent Judgment.** Upon execution of this Consent Judgment by the
28 Parties, CalSafe shall notice a Motion for Court Approval and, within ten (10) days of approval

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1 of the Consent Judgment by the Court, comply with the requirements set forth in California
2 *Health & Safety Code* § 25249.7(f).

3 **3.9 Attorney General Objection.** If the California Attorney General objects to any
4 term in this Consent Judgment, the Parties shall use their best efforts to resolve the concern in a
5 timely manner, and if possible, prior to the hearing on the motion.

6 **3.10 Void if Not Approved.** If this Consent Judgment is not approved by the Court, it
7 shall be void and have no force or effect.

8 **IV. MONETARY TERMS**

9 **4.1 Total Settlement Amount.** In full satisfaction of all potential civil penalties,
10 additional settlement payments, attorney fees, and costs, Jons shall make a total payment of
11 Thirty-Two Thousand and Five Hundred Dollars (\$32,500.00) (the “Total Settlement Amount”),
12 apportioned into a Civil Penalty, and Attorney Fees and Costs as set forth in Paragraphs 4.2 and
13 4.3, below.

14 **4.2 Civil Penalty Payment.** Pursuant to California *Health & Safety Code*
15 § 25249.7(b)(2) and in settlement of all claims alleged in the Notice and Complaint, Jons agrees
16 to pay Three Thousand Two Hundred and Fifty Dollars (\$3,250.00) in Civil Penalties. The Civil
17 Penalty payment will be apportioned in accordance with California *Health & Safety Code* §§
18 25249(c)(1), (d), with seventy-five (75) percent of these funds remitted to OEHHA, and the
19 remaining twenty-five (25) percent of the funds retained by CalSafe. Within ten (10) days of the
20 Effective Date, Jons shall issue a check to “OEHHA” in the amount of Two Thousand Four
21 Hundred and Thirty-Seven Dollars and Fifty Cents (\$2,437.50), with “Prop 65 Penalties” written
22 in the Memo Line; and Jons shall, pursuant to the instructions below, wire to CalSafe the amount
23 of Eight Hundred and Twelve Dollars and Fifty Cents (\$812.50).

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

26 For United States Postal Delivery Service:

27 Mike Gyurics
28 Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment

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P.O. Box 4010
Sacramento, CA 95812-4010

For Non-United States Postal Delivery Service:

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

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

Wire Instructions:

Account Name: The Law Offices of Joseph R. Manning
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

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

4.3 Attorney Fees and Costs. Within ten (10) days of the Effective Date, Jons agrees to pay Twenty-Nine Thousand Two Hundred and Fifty Dollars (\$29,250.00) to CalSafe and its counsel of record for all fees and costs incurred in investigating, bringing this matter to the attention of Jons, litigating, negotiation, and obtaining judicial approval of a settlement in the public interest.

Wire Instructions:

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

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

4.4 In the event that Jons 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,

1 Jons shall be deemed to be in material breach of its obligations under this Consent Judgment.
2 CalSafe shall provide written notice of delinquency to Jons via electronic mail to Jons' counsel
3 of record. If Jons fails to deliver any portion of or all of the Total Settlement Amount within five
4 (5) days from the written notice, the Total Settlement Amount shall accrue interest at the statutory
5 judgment interest rate provided in California *Code of Civil Procedure* § 685.010.

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

8 **V. RETENTION OF JURISDICTION**

9 **5.1** This Court shall retain jurisdiction over this matter to enforce, modify, or terminate
10 this Consent Judgment.

11 **VI. MODIFICATION OF CONSENT JUDGMENT**

12 **6.1** This Consent Judgment may be modified only as to the injunctive terms by
13 (A) written stipulation of the Parties and upon entry by the Court of a modified consent judgment,
14 or (B) by motion of either Party pursuant to Paragraph 5.1 and upon entry by the Court of a
15 modified consent judgment.

16 **6.2** If Jons seeks to modify this Consent Judgment under Paragraph 5.1, then Jons
17 must provide written notice to Calsafe of its intent ("Notice of Intent"). If Calsafe seeks to meet
18 and confer regarding the proposed modification in the Notice of Intent, then Calsafe shall provide
19 written notice of intent to meet and confer to Jons within thirty (30) days of receiving the Notice
20 of Intent. The Parties shall then meet and confer in good faith in person, via telephone, or via
21 video conference within thirty (30) days of Calsafe's written notice of intent to meet and confer.
22 Within thirty (30) days of such a meeting, if Calsafe disputes the proposed modification, Calsafe
23 shall provide Jons a written basis for its opposition. The Parties shall continue to meet and confer
24 for an additional thirty (30) days in an effort to resolve any remaining disputes. Should it become
25 necessary, the Parties may agree in writing to different deadlines for the meet-and-confer period.

26 **6.3** In the event that Jons initiates or otherwise requests a modification under
27 Paragraph 5.1, and the meet and confer process leads to a joint motion or application for a
28

1 modification of the Consent Judgment, Jons shall reimburse Calsafe its costs and reasonable
2 attorney fees for the time spent in the meet-and-confer process and filing and arguing the motion.

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

4 **7.1** This Consent Judgment shall have no application to any Covered Product that is
5 distributed or sold exclusively outside the State of California and/or that is not used by California
6 consumers. Nothing in this Consent Judgment is intended to apply to any occupational or
7 environmental exposures arising under Proposition 65, nor shall it apply to any other Jons
8 products other than the Covered Product.

9 **7.2 Binding Effect.** This Consent Judgment is a full, final, and binding resolution
10 between Calsafe, on behalf of itself and its respective officers, directors, shareholders, employees,
11 agents, parent companies, subsidiaries, divisions, and affiliates and on behalf of the public
12 interest, and Jons and its respective officers, directors, shareholders, employees, agents, parent
13 companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers,
14 distributors, wholesalers, or retailers, and all other upstream and downstream entities in the
15 distribution chain of the Covered Product and the predecessors, successors, and assigns of any of
16 them (collectively, “Released Parties”).

17 **7.3** Compliance with the terms of this Consent Judgment shall be deemed to constitute
18 compliance with Proposition 65 by any of the Released Parties regarding alleged exposures to the
19 Covered Product as set forth in the Notice and Complaint.

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

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1 Releasees”), of all claims for violations of Proposition 65 based on exposure to Lead from use
2 of the Covered Products manufactured, distributed, or sold by Jons prior to the Effective Date as
3 set forth in the Notice. It is the Parties’ intention that this Consent Judgment shall have preclusive
4 effect such that no other actions by private enforcers, whether purporting to act in his, her, or its
5 interests or the public interest shall be permitted to pursue and take any action with respect to
6 any violation of Proposition 65 based on exposure to Lead from use of the Covered Products that
7 was alleged in the Complaint, or that could have been brought pursuant to the Notice against
8 Jons and the Downstream Releasees (“Proposition 65 Claims”). Jons’ compliance with the terms
9 of this Consent Judgment constitutes compliance with Proposition 65 by Jons with regard to
10 exposure to Lead from use of the Covered Products.

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

21 **7.1** Calsafe on its own behalf only, and Jons on its own behalf only, further waives
22 and releases any and all claims they, their attorneys, or their representatives may have against
23 each other for all actions or statements made or undertaken in the course of seeking or opposing
24 enforcement of Proposition 65 in connection with the Notice and Complaint up through and
25 including the Effective Date, provided, however, that nothing in this Section shall affect or limit
26 any Party’s right to seek to enforce the terms of the Consent Judgment.

27 **7.2 California Civil Code Section 1542.** It is possible that other claims not known to
28 the Parties, arising out of the facts alleged in the Notice and Complaint, and relating to the

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1 Covered Product, will develop or be discovered. Calsafe on behalf of itself only, and JONS on
2 behalf of itself only, acknowledge that this Consent Judgment is expressly intended to cover and
3 include all such claims up through and including the Effective Date, including all rights of action
4 therefore. Calsafe and Jons acknowledge that the claims released in Section VII above may
5 include unknown claims, and nevertheless waive California Civil Code § 1542 as to any such
6 unknown claims. California *Civil Code* § 1542 reads as follows:

7
8 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
9 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
10 EXIST IN HIS OR HER FAVOR, AT THE TIME OF EXECUTING THE
11 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
12 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
13 DEBTOR OR RELEASED PARTY.

12 **VIII. SEVERABILITY**

13 **8.1** In the event that any of the provisions of this Consent Judgment are held by a court
14 of competent jurisdiction to be unenforceable, the validity of the remaining enforceable
15 provisions shall not be adversely affected.

16 **IX. GOVERNING LAW**

17 **9.1** The terms and conditions of this Consent Judgment shall be governed by and
18 construed in accordance with the laws of the State of California.

19 **X. PROVISION OF NOTICE**

20 **10.1** All notices required to be given to either Party to this Consent Judgment by the
21 other shall be in writing and sent to the following agents listed below via first-class mail or
22 electronic mail. Any Party may modify the person/entity or address to whom the notice is to be
23 sent by sending the other Party notice by certified mail, return receipt requested. Said change shall
24 take effect on the date the return receipt is signed by the Party receiving the change.

25 Notice for Calsafe shall be sent to:

26 Joseph R. Manning, Jr.
27 26100 Towne Center Drive
28 Foothill Ranch, CA 92610
Tel: Office (949) 200-8757 Fax: (866) 843-8309

p65@manninglawoffice.com

Notice for Jons shall be sent to:

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

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1 **XIV. ENFORCEMENT**

2 **14.1** The Parties may, by motion or order to show cause before the Superior Court of
3 Los Angeles County, enforce the terms and conditions of this Consent Judgment. In any
4 successful action brought by Calsafe to enforce this Consent Judgment, Calsafe may seek
5 whatever fines, costs, penalties, or remedies as are provided by law for failure to comply with
6 this Consent Judgment.

7 **XV. ENTIRE AGREEMENT, AUTHORIZATION**

8 **15.1** This Consent Judgment contains the sole and entire agreement and understanding
9 of the Parties with respect to the entire subject matter herein, including any and all prior
10 discussions, negotiations, commitments, and understandings related thereto. No representations,
11 oral or otherwise, express or implied, other than those contained herein have been made by any
12 party. No other agreements, oral or otherwise, unless specifically referred to herein, shall be
13 deemed to exist or to bind any Party.

14 **15.2** Each signatory to this Consent Judgment certifies that he or she is fully authorized
15 by the Party he or she represents to stipulate to this Consent Judgment.

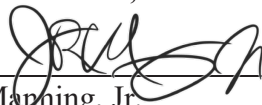
16 **XVI. REQUEST FOR FINDINGS, APPROVAL, AND ENTRY.**

17 **16.1** This Consent Judgment has come before the Court upon the request of the Parties.
18 The Parties request the Court to fully review this Consent Judgment and, being fully informed
19 regarding the matters which are the subject of this action, make the findings pursuant to
20 California *Health and Safety Code* § 25249(f)(4) and approve this Consent Judgment.

21
22 **IT IS SO STIPULATED.**

23
24 DATED: 2/29/2024, 2024

MANNING LAW, APC

25 By: 
26 Joseph Manning, Jr.

27 *Attorney for Plaintiff*
28 *Calsafe Research Center, Inc.*

CALSAFE RESEARCH CENTER, INC.

DocuSigned by:

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

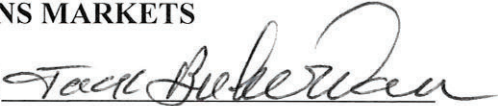
DATED: 2/29/2024, 2024

DATED: February 29,, 2024

By: 

*Attorney for Defendant
Jons Markets*

JONS MARKETS

By: 

DATED: 2/28/24, 2024

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