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5 Attorneys for Plaintiff  
BLUE SKY FOREVER  
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7 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
8 COUNTY OF MARIN - UNLIMITED CIVIL JURISDICTION

9 BLUE SKY FOREVER,

10 Plaintiff,

11 v.

12 JCONCEPTS, INC.; and DOES 1-30, inclusive,

13 Defendants.  
14

Case No. CV0008457

**[PROPOSED] STIPULATED CONSENT  
JUDGMENT**

(Health & Safety Code § 25249.6 et seq. and  
Code of Civil Procedure § 664.6)

15 **1. INTRODUCTION**

16 This Consent Judgment (“**Agreement**”) is entered into by and between JConcepts, Inc.  
17 (“**JConcepts**”) and Blue Sky Forever (“**BSF**”) and with JConcepts and BSF referred to, individually,  
18 as a “**Party**” and, collectively, as the “**Parties**,” to resolve the allegations in the June 7, 2024 Notice of  
19 Violation in compliance with the Safe Drinking Water and Toxic Enforcement Act of 1986, Health &  
20 Safety Code § 25249.6 et seq. (“**Proposition 65**”).

21 **1.1 Parties**

22 BSF is a California nonprofit corporation, proceeding in the public interest, pursuant to  
23 California Health & Safety Code § 25249.7(d), to ensure chemicals known to the State of California to  
24 cause cancer, birth defects or other reproductive harm are either disclosed or eliminated from products  
25 sold in California. JConcepts is a “person in the course of doing business,” as defined by Health &  
26 Safety Code § 25249.11(b), for purposes of the Safe Drinking Water and Toxic Enforcement Act of  
27 1986, Health & Safety Code §§ 25249.5 et seq. (“**Proposition 65**”).  
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1                   **1.2     Consumer Product Description**

2                   BSF alleges JConcepts manufactures, imports, sells and/or distributes for sale in California the  
3 **“Products,”** defined as *JConcepts DR10 Brass Servo Mount Bracket, Part# 2877 UPC 8 45937 02411*  
4 *4*, containing the heavy metal, Lead (Pb), without providing the health hazard warning required by  
5 Proposition 65. Lead is listed pursuant to Proposition 65 as a chemical known to the State of California  
6 to cause cancer and birth defects or other reproductive harm. The definition of “Products” shall also  
7 include all similar products manufactured, imported, sold, or distributed for sale in California by  
8 JConcepts, which match the definition of a “brass mounting bracket” for radio-controlled toy cars. Such  
9 “Products” are composed of brass, and are intended as a mounting implement for toy car accessories,  
10 body panels, or mechanical or cosmetic items or component parts of radio-controlled toy cars thereof.

11                   **1.3     Notice of Violation**

12                   On June 7, 2024, BSF served JConcepts, the California Attorney General, and the requisite  
13 public enforcement agencies with a 60-Day Notice of Violation (**“Notice”**), alleging that JConcepts  
14 violated Proposition 65 by failing to warn its customers and consumers in California that its Products  
15 can expose users to Lead. No public enforcer has commenced and is diligently prosecuting an action  
16 to enforce the allegations in the Notice.

17                   **1.4     Complaint**

18                   On December 5, 2025, BSF commenced the instant action by filing a Complaint  
19 (**“Complaint”**), naming JConcepts as a defendant for the alleged violations of Proposition 65 that are  
20 the subject of the Notice.

21                   **1.5     No Admission**

22                   JConcepts denies the material, factual and legal allegations contained in the Notice and  
23 Complaint and maintains all products it manufactured, imported, sold and distributed for sale, in or into  
24 California, including the Products, have been and are in compliance with all laws. Nothing in this  
25 Agreement shall be construed as an admission by JConcepts of any fact, finding, issue of law or  
26 violation of law, nor shall compliance with this Agreement constitute or be construed as an admission  
27 by JConcepts of any fact, finding, conclusion, issue of law or violation of law. This section shall not,  
28 however, diminish or otherwise affect the obligations, responsibilities and duties under this Agreement.

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**1.6 Jurisdiction**

For purposes of this Consent Judgment only, the Parties stipulate: this Court has jurisdiction over JConcepts as to the allegations contained in the Complaint; venue is proper in Marin County; and the Court has jurisdiction to enter and enforce the provisions of this Consent Judgment, pursuant to Proposition 65 and Code of Civil Procedure § 664.6. The parties also stipulate that this Court has jurisdiction to approve, enter, and oversee the enforcement of this Consent Judgment as a full and final binding resolution of all claims which were or could have been raised in the Complaint based on the facts alleged with respect to the Products, and of all claims which were or could have been raised by any person or entity based in whole or in part, directly or indirectly, on the facts alleged in the 60-Day Notice, in the present action, or arising therefrom or related thereto, with respect to all Products, including any Proposition 65 claim arising out of an exposure to Products (collectively, “Proposition 65 claims.”)

**1.7 Effective Date**

For purposes of this Agreement, the term “**Effective Date**” shall mean the date on which the Court approves this Consent Judgment and enters Judgment pursuant to its terms.

**2. INJUNCTIVE RELIEF: REFORMULATION, WARNINGS, OR SALES DISCONTINUATIONS**

**2.1 Commitment to Reformulate or Provide Warnings**

Commencing on the Effective Date, and continuing thereafter, JConcepts agrees all Products it manufactures, import, sells or distributes for sale in or into California shall be either: (1) Reformulated Products, in accordance with and as defined by Section 2.2, below; (2) Products bearing a clear and reasonable health hazard warning, pursuant to the Section 2.3; or (3) be discontinued for sale in California. JConcepts represents that it no longer manufactures the JConcepts DR10 Brass Servo Mount Bracket, Part# 2877 UPC 8 45937 02411 at issue, and the last known sale of the JConcepts DR10 Brass Servo Mount Bracket, Part# 2877 UPC 8 45937 02411 by JConcepts, in or into California, occurred in or about July of 2024. To the extent that JConcepts no longer manufactures, sells, or distributes the Products, no reformulation of the Products shall be required as set forth *infra* at Section 2.2. JConcepts shall not be required to reformulate Products which it no longer sells or manufactures.

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**2.2 Reformulation Standard Defined**

This section shall only apply to those Products which JConcepts currently sells as of entry of this Agreement (and to the extent JConcepts still sells the Products), or those products JConcepts intends to sell in the future. For purposes of this Agreement, "Reformulated Products" are defined as those Products:

- (a) the brass alloy from which the Products are made shall have no lead as an intentionally added constituent;
- (b) the brass alloy from which the Products are made shall have a lead content by weight of no more than 0.01% (100 parts per million, or "100 ppm"); and
- (b) yielding a test result of no more than 0.5 microgram of Lead on any exterior surface when sampled pursuant to the NIOSH 9100 testing protocol and analyzed pursuant to EPA 3050B and 6020A.

**2.3 Clear and Reasonable Warnings**

Commencing on or before the Effective Date, JConcepts shall provide clear and reasonable warnings for all Products provided for sale to customers in California in accordance with this Section pursuant to Title 27 California Code of Regulations § 25600, et seq. Each warning shall be prominently placed with such conspicuousness as compared with other words, statements, designs, or devices as to render it likely to be read and understood by an ordinary individual under customary conditions before purchase or use and shall be provided in a manner such that it is clearly associated with the specific Product to which the warning applies. The warning requirement stated herein at Sections 2.3, et seq. shall only be required as to Products that are manufactured, distributed, marketed, sold, and/or shipped for sale to consumers by JConcepts in the State of California after the Effective Date. No Proposition 65 warning shall be required as to any Products that are already in the stream of commerce before the Effective Date and all such Products are hereby deemed to be exempt from Proposition 65 with respect to Lead.

1           **2.3.1 Warning.** The following warnings for Products containing one or more  
2 chemical(s) in excess of the Reformulation Standard for Reformulated Products set forth in Section 2.2  
3 shall be deemed in compliance with Title 27 California Code of Regulations § 25600, *et seq.*:

4           ⚠ **WARNING:** This product can expose you to Lead, which is known to the State of  
5 California to cause cancer and birth defects or other reproductive  
6 harm. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

7 JConcepts may alternatively use the following short-form warning (Short-Form Warning):

8           ⚠ **WARNING:** Risk of cancer and reproductive harm from exposure to Lead.  
9 See: [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

10           **2.3.2 Foreign Language Requirement.** Where a consumer product sign, label or tag  
11 used to provide a warning includes “consumer information”, as the term is defined in Title 27 California  
12 Code of Regulations § 25600.1(c) (“**Consumer Information**”), in languages other than English, then  
13 the accompanying warnings must also be provided in those languages, in addition to English.

14           **2.3.3 On-Product Warning Requirements.** JConcepts shall affix a warning to the  
15 Product label or otherwise directly on each Product provided for sale to consumers located in California  
16 and to customers with retail outlets in California or nationwide distribution. For purposes of this  
17 Consent Judgment, “**Product label**” means a display of written, printed, or graphic material that is  
18 printed on or affixed to each of a Product or its immediate wrapper. A warning provided pursuant to  
19 Section 2.3(a) must print the word “**WARNING:**” in all capital letters and in bold font. The warning  
20 symbol to the left of the word “**WARNING:**” must be a black exclamation point in a yellow equilateral  
21 triangle with a black outline, except that if the labeling does not use the color yellow, then the symbol  
22 may be in black and white. The entire warning shall appear in a type size of at least 6 (six) point type  
23 and no smaller than the largest type size used for other Consumer Information on the Products.  
24 JConcepts and its downstream retailers shall have no obligation to label Products that entered the stream  
25 of commerce prior to the Effective Date.

26           **2.3.4 Catalog Warnings.** If, after the Effective Date, JConcepts prints new catalogs  
27 and sells Products through such catalogs to customers located in, with retail outlets located in, in  
28 California or with nationwide distribution, JConcepts shall provide a warning for each Product both on  
the Product label in accordance with Section 2.4, and in the catalog in a manner that clearly associates

1 the warning with the *specific* Product being purchased. Any warning provided in a mail order catalog  
2 shall be in the same type size or larger than other consumer information provided for the Product within  
3 the catalog and shall be provided on the same page and in the same location as the display and/or  
4 description of the Product.

5 **2.3.5 Internet Product Warnings.** For all Products sold in or into California through  
6 third-party websites over which JConcepts has the ability to control the application of warnings,  
7 JConcepts shall provide warnings for each Product, both on the Product label, in accordance with  
8 Section 2.4, and by prominently displaying the warning to customers prior to purchase or during the  
9 checkout process such that the consumer does not have to seek out the information being provided. The  
10 warning or a clearly marked hyperlink to the warning, using the word “**WARNING**” and given in  
11 conjunction with the sale of Products via the internet, shall appear on: (a) the same web page on which  
12 the Product is displayed; (b) the same web page as the order form for the Product; (c) on the same page  
13 as the price for any Product; or (d) on one or more web pages displayed to a purchaser during the  
14 checkout process. The warning shall appear in any of the above instances adjacent to or immediately  
15 following the display, description or price of the Product for which it is given in the same type size or  
16 larger than other consumer information provided for the Product. For third-party websites over which  
17 JConcepts has no control, as a condition of sale, JConcepts shall notify its downstream customers the  
18 Products must be accompanied by a warning, prior to sale, in or into California, and shall supply the  
19 warning requirements, pursuant to Section 2.3.

20 **2.3.6 Compliance with Warning Regulations.** As of the Effective Date, JConcepts  
21 shall be deemed to be in compliance with this Consent Judgment by (1) adhering to §§ 2.1, *et seq.* of  
22 this Consent Judgment and/or by its discontinuation of sales of the Products; and (2) complying with  
23 warning requirements applicable to the product and chemical at issue adopted by the State of  
24 California’s Office of Environmental Health Hazard Assessment (“OEHHA”) after the Effective Date.

## 25 **2.4 Option to Cease California Sales**

26 **2.4.1 Cessation of Sales.** On or before the Effective Date, JConcepts may, at its  
27 option, comply with the injunctive commitments set forth in Sections 2.1, *et seq.* above by making the  
28 Products unavailable for sale for shipment to an address in California. If it does so, the previously

1 removed Product may be reinstated for sale online to a consumer with a California address if it complies  
2 with Sections 2.1 through 2.3 prior to the date of such relisting. JConcepts represents that as of the  
3 Effective Date, it no longer sells the JConcepts DR10 Brass Servo Mount Bracket, Part# 2877 UPC 8  
4 45937 02411 in California.

5 **2.5 Products in the Stream of Commerce**

6 **2.5.1 Existing Products.** The Injunctive Relief requirements in this Section 2 shall  
7 not apply to Products in the stream of commerce as of the Effective Date.

8 **2.6 Right to Cure (No Assignment or Transfer of Claims)**

9 **2.6.1 Curing.** To the extent Plaintiff, its agents, or its attorneys identify any Product  
10 for sale on JConcepts' online sales platform (i.e. website) to consumers with an address in California  
11 in the future which they believe is not in compliance with this Consent Judgment, Plaintiff agrees to  
12 advise JConcepts of such alleged breach in the manner set forth in Section 8, and provide JConcepts  
13 with forty-five (45) calendar days (calculated from the date written notice is provided electronically)  
14 to cure any alleged violation (pursuant to the applicable options set forth in Sections 2.1 through 2.5)  
15 (the "Notice to Cure"). Such Notice to Cure to JConcepts shall contain information sufficient for  
16 JConcepts to identify the Product and the seller or supplier, including the UPC (Universal Product  
17 Code) Number (to the extent available), the name of the Product, a photograph of the Product, a  
18 screenshot of the online listing (also known as the product display page), the Product's URL (Uniform  
19 Resource Locator), and a summary explanation as to why Plaintiff believes it is a Product, and not in  
20 compliance. Plaintiff reserves the right to seek additional civil penalties, reimbursement of reasonable  
21 attorney's fees and costs, and any other available remedies arising from or related to Notices to Cure  
22 associated with Products covered by the Consent Judgment.

23 **3. MONETARY SETTLEMENT TERMS**

24 **3.1 Civil Penalties**

25 Pursuant to Health and Safety Code § 25249.7(b), and in settlement of all claims alleged in the  
26 Notice or referred to in this Agreement, JConcepts agrees to pay \$750 (seven-hundred and fifty dollars)  
27 in civil penalties. Penalty payments shall be allocated in accordance with Health and Safety Code  
28 § 25249.12(c)(1) and (d), with 75% of the penalty amount paid to the California Office of

1 Environmental Health Hazard Assessment (“OEHHA”) and the remaining 25% of the penalty amount  
2 retained by BSF. Within fourteen (14) days of the Effective Date, JConcepts agrees to pay a non-  
3 waivable civil penalty in two separate checks, made payable as follows: (1) “OEHHA” in the amount  
4 of \$562.50 (five-hundred and sixty-two dollars and fifty cents); and “Seven Hills in trust for Blue Sky  
5 Forever” in the amount of \$187.50 (one-hundred and eighty-seven dollars and fifty cents). BSF’s  
6 counsel shall deliver to BSF and to OEHHA their respective portions of the civil penalty payments.

### 7 **3.2 Representations**

8 JConcepts represents the sales data, discontinuation of sales of the JConcepts DR10 Brass Servo  
9 Mount Bracket, Part# 2877 UPC 8 45937 02411 in California by JConcepts as of July of 2024, product  
10 reformulation and/or knowledge of Lead it provided to BSF in negotiating this Agreement was truthful  
11 and a material factor upon which BSF relied to determine the civil penalty assessed pursuant to Health  
12 & Safety Code § 25249.7. If, within six (6) months of the Effective Date, BSF discovers and presents  
13 evidence demonstrating the preceding representation was materially inaccurate, then JConcepts shall  
14 have 30 (thirty) days to meet and confer regarding BSF’s contention, and 45 (forty-five) days thereafter  
15 to cure pursuant to Section 2.6, *supra*. If the 30-day meet and confer period passes without any such  
16 resolution between BSF and JConcepts without a representation of the intent to cure, and no curing  
17 occurs by or before 45-days thereafter, then BSF shall be entitled to make an appropriate motion to the  
18 Court to cure any breach of this Section 3.2 of the Agreement pursuant to Code of Civil Procedure  
19 § 664.6. The prevailing Party on the motion shall be entitled to its reasonable attorneys’ fees as  
20 approved by the Court. The parties hereby stipulate and request for the Court to retain jurisdiction over  
21 the parties to enforce the settlement until the expiration of the six (6) months following the Effective  
22 Date pursuant to Code of Civil Procedure § 664.6.

### 23 **3.3 Reimbursement of Attorneys’ Fees and Costs**

24 The Parties negotiated a resolution of the compensation due to BSF and its counsel under  
25 California Code of Civil Procedure § 1021.5, for all work performed through the mutual execution of  
26 this Agreement. Under these legal principles, JConcepts agrees to pay \$17,750 (seventeen-thousand  
27 seven-hundred and fifty dollars) to BSF and its counsel for investigating, bringing this matter to the  
28 attention of JConcepts’ management, and negotiating a settlement in the public interest. Within seven

1 (7) business days of the Effective Date, JConcepts agrees to issue two (2) separate checks in the amount  
2 of \$8,875 (eight-thousand, eight-hundred and seventy-five dollars) payable to “Seven Hills LLP”, the  
3 second check may be post-dated to sixty (60) days after the Effective Date. No check shall be deposited  
4 until on or after the check date. JConcepts’ payment shall be in the form of a check made payable to  
5 “Seven Hills LLP.”

6 **3.4 Payment Address**

7 All payments required by this Agreement shall be delivered to the following address:

8 Seven Hills LLP  
9 1 Embarcadero Suite 1200  
10 San Francisco, CA 94111

11 **4. CLAIMS COVERED AND RELEASED**

12 **4.1 BSF’s Release of JConcepts**

13 This Agreement is a full, final and binding resolution of the claims that were asserted by BSF  
14 arising out of the allegations in the Notice and in the Complaint. BSF, acting on its own behalf, in the  
15 public interest, (“**Releasor**”) releases JConcepts, its directors, officers, employees, attorneys, and each  
16 entity to whom JConcepts distributes or sells Products, including, but not limited, to downstream  
17 distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees  
18 (“**Releasees**”), with regard to any and all alleged violations arising under Proposition 65 about  
19 unwarned exposure to Lead contained in Products manufactured, distributed, sold or offered for sale  
20 by JConcepts, as alleged in the Notice and Complaint, prior to the Effective Date. The Parties further  
21 agree that compliance with Section 2 of this Consent Judgment shall be deemed compliance with  
22 Proposition 65 with respect to alleged exposures to Lead in the Products. The Parties further understand  
23 and agree that this Section 4.1 release shall not apply to Releasees who have been instructed by  
24 JConcepts pursuant to Section 2.3, to provide a warning on Products that are not Reformulated Products  
25 and have failed to do so.

26 **4.2 BSF’s Individual Release of Claims**

27 In further consideration of the promises and agreements herein contained, BSF as an individual  
28 and *not* on behalf of the public, on behalf of itself, its past and current agents, representatives, attorneys,

1 successors, and/or assignees, hereby waives all of BSF’s rights to institute or participate in, directly or  
2 indirectly, any form of legal action and releases all claims that BSF may have, including, without  
3 limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations,  
4 damages, costs, fines, penalties, losses, expenses, investigation fees, expert fees, and attorneys’ fees  
5 arising under Proposition 65 with respect to Lead in Products distributed, sold and/or offered for sale  
6 by JConcepts prior the Effective Date, as alleged in the Notice, against JConcepts, Releasees, and as  
7 against any downstream vendors or third party sellers of the Products and each entity to whom any of  
8 the Releasees directly or indirectly distributed or sold the Products.

9 The Parties further understand and agree that this Section 4.2 release shall not extend nor  
10 downstream to any Releasee who has been instructed by JConcepts pursuant to Section 2.3 to provide  
11 a warning and fails to do following the contemplated thirty-day (30) meet and confer process and forty-  
12 five (45) day cure period.

13 **4.4 JConcepts’ Release of BSF**

14 JConcepts, on behalf of itself, its past and current agents, representatives, attorneys, successors,  
15 and assignees, hereby waives any and all claims against BSF and its attorneys and other representatives,  
16 for any and all actions taken or statements made (or those that could have been taken or made) by BSF  
17 and its attorneys and other representatives, whether in the course of investigating claims or otherwise  
18 seeking to enforce Proposition 65 against it in this matter with respect to the Products.

19 **5. COURT APPROVAL**

20 Pursuant to California Health and Safety Code § 25249.7(f)(4), BSF shall file a noticed motion  
21 for judicial approval of this Consent Judgment. The Parties agree to mutually employ their best efforts,  
22 and those of their counsel, to support the entry of a judgment pursuant to the terms of this Consent  
23 Judgment and to judicial approval of their settlement in a timely manner. For purposes of this section,  
24 “best efforts” shall include, at a minimum, supporting the motion for approval, responding to any third-  
25 party objection, and appearing at the hearing before the Court, if so requested.

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1           **6. SEVERABILITY**

2           If, subsequent to the execution of this Agreement, any of the provision of this Agreement is  
3 deemed by a court to be unenforceable, the validity of the remaining provisions shall not be adversely  
4 affected.

5           **7. GOVERNING LAW**

6           The terms of this Consent Judgment shall be governed by the laws of the State of California  
7 and apply within the State of California. In the event that Proposition 65 is repealed, preempted, or is  
8 otherwise amended or rendered inapplicable by reason of law generally, or as to any of the Products or  
9 any of the alleged violations set forth in any of the Notice or Complaint, then JConcepts may seek  
10 modification of this Consent Judgment pursuant to Section 11 below. Nothing in this Consent  
11 Judgment shall be interpreted to relieve JConcepts from its obligation to comply with any other  
12 applicable state or federal law or regulation.

13           **8. NOTICE**

14           Unless specified herein, all correspondence and Notice required to be provided by this  
15 Agreement shall be in writing and: (i) personally delivered; (ii) sent by first-class (registered or certified  
16 mail) return receipt requested; or (iii) sent by overnight courier, to one party by the other party at the  
17 following addresses:

18 For JConcepts:

19 Anne Marie Ellis, Partner  
20 Buchalter LLP  
21 18400 Von Karman Avenue, Suite 800  
Irvine, CA 92612-0514

For BSF:

Laralei Paras, Partner  
SEVEN HILLS LLP  
4 Embarcadero Center, Suite 1400  
San Francisco, CA 94111

22 *And*

23 Allison Ruona and Jason Ruona  
24 JConcepts, Inc.  
15370 County Road 565a, Suite C.  
Groveland, FL, 34736

25           Any party, from time to time, may specify in writing to the other party a change of address to  
26 which all Notice and other communications shall be sent.  
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1           **9. COUNTERPARTS; FACSIMILE AND SIGNATURES**

2           This Agreement may be executed in counterparts and by facsimile or pdf signature, each of  
3 which shall be deemed an original, and all of which, when taken together, shall be deemed to constitute  
4 one and the same document.

5           **10. REPORTING PURSUANT TO HEALTH & SAFETY CODE § 25249.7(f)**

6           BSF agrees to comply with the reporting requirements in Health & Safety Code § 25249.7(f).

7           **11. MODIFICATION**

8           This Agreement may only be modified by (1) a written agreement of the Parties and the entry  
9 of a modified Consent Judgment by the Court thereon; or (ii) upon a successful motion of any party  
10 and the entry of a modified Consent Judgment by the Court thereon.

11           **12. ENTIRE AGREEMENT**

12           This Consent Judgment contains the sole and entire agreement and understanding of the Parties  
13 with respect to the entire subject matter hereof, and any and all prior discussions, negotiations,  
14 commitments, or understandings related thereto, if any, are hereby merged herein and therein. There  
15 are no warranties, representations, or other agreements between the Parties or any of their counsel  
16 except as expressly set forth herein. No representations, oral or otherwise, express or implied, other  
17 than those specifically contained or referred to in this Consent Judgment have been made by any Party  
18 hereto or any of their counsel. No other agreements not specifically contained or referenced herein,  
19 oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto or any of their counsel.

20           **13. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

21           In the event a dispute arises with respect to either Party's compliance with the terms of this  
22 Consent Judgment entered by the Court, the Parties shall meet either in person or by telephone and  
23 endeavor to resolve the dispute in an amicable manner. No action or motion may be filed in the  
24 absence of such a good faith attempt to resolve the dispute beforehand, and subject to expiration of  
25 the right to cure period set forth at Section 2.6. In the event an action or motion is filed, however, and  
26 after good faith attempts to resolve and/or expiration of the right to cure, the prevailing Party may  
27 seek to recover costs and reasonable attorneys' fees. As used in the preceding sentence, the term  
28 "prevailing party" means a party who is successful in obtaining relief more favorable to it than the

1 relief the other party was amenable to providing during the parties' good faith attempt to resolve the  
2 dispute that is the subject of such enforcement action.

3 **14. AUTHORIZATION**

4 The undersigned represent they have the full authority to enter into and legally bind the  
5 entities that are the subject of this Agreement. The undersigned further represent they are authorized  
6 to execute this Agreement and have read, understood and agree to all of the terms and conditions  
7 contained herein.

8 **AGREED TO:**

9 Date: 5/26/2026

10  
11 By: 

12 Anthony Nguyen, CEO  
13 Blue Sky Forever

**AGREED TO:**

14 Date: 17 April 2026

15 By: 

16 Jason R. Ruona, President  
17 JConcepts, Inc.