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EXEMPT FROM FILING FEES  
UNDER GOV. CODE § 6103

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF SAN FRANCISCO

12 THE PEOPLE OF THE STATE OF  
CALIFORNIA,

13 Plaintiff,

14 vs.

15  
16 REVOLUTION CONSUMER  
17 SOLUTIONS (CA) LLC; METRO POLY  
18 CORP.; PREZERO US PACKAGING LLC;  
ADVANCE POLYBAG, INC.;

19  
20 Defendants.  
21

Case No: \_\_\_\_\_

**[PROPOSED] FINAL JUDGMENT ON  
CONSENT FOR PERMANENT  
INJUNCTION AND CIVIL PENALTIES**

Action filed: October 17, 2025



1 Plaintiff, the People of the State of California, acting by and through Attorney General Rob  
2 Bonta, in his independent capacity (“Plaintiff” or “People”), and Defendants Revolution  
3 Consumer Solutions (CA) LLC (“Revolution”), appearing through its attorneys Sidley Austin  
4 LLP, by Richard W. Smith; Metro Poly Corporation (“MetroPoly”), appearing through its  
5 attorneys Sidley Austin LLP, by Richard W. Smith; PreZero US Packaging LLC (“Prezero”),  
6 appearing through its attorneys Sidley Austin LLP, by Richard W. Smith; and Advance Polybag,  
7 Inc., (“API”) appearing through its attorneys Keller and Heckman LLP, by Lauren A. Haas  
8 (together with the People, the “Parties,” or each individually, “Party”), have stipulated to entry of  
9 this Final Judgment on Consent for Permanent Injunction and Civil Penalties (“Final Judgment”)  
10 on the terms set forth below and in the Stipulation for Entry of Final Judgement on Consent for  
11 Permanent Injunction and Civil Penalties (“Stipulation”). This Judgment may be signed by any  
12 judge of the San Francisco County Superior Court.

13 **WHEREAS**, the Court finds that the settlement between the Parties is fair and in the public  
14 interest,

15 **NOW THEREFORE**, upon consent of the Parties, **IT IS HEREBY ORDERED**,  
16 **ADJUDGED, AND DECREED** as follows:

17 **1. JURISDICTION AND VENUE**

18 1.1 This Court has subject matter jurisdiction over the matters alleged in this action  
19 and personal jurisdiction over the Parties pursuant to the California Constitution, Article VI,  
20 section 10. Substantial acts in furtherance of the alleged improper conduct occurred within this  
21 jurisdiction.

22 1.2 Venue is proper in this Court.

23 1.3 This Final Judgment is entered pursuant to and subject to Public Resources  
24 Code section 42280 et seq. and Business and Professions Code sections 17204; 17206,  
25 subdivision (a); 17207, subdivision (b); and 17535.5, subdivision (b).

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1           **2.     DEFINITIONS**

2           2.1    “**People**” shall mean the People of the State of California, by and through  
3 Attorney General Rob Bonta.

4           2.2    “**Revolution**” shall mean Revolution Consumer Solutions (CA) LLC.

5           2.3    “**Metro Poly**” shall mean Metro Poly Corporation.

6           2.4    “**PreZero**” shall mean PreZero US Packaging LLC.

7           2.5    “**API**” shall mean Advance Polybag, Inc..

8           2.6    “**Action**” shall mean the Complaint concurrently filed by the People against all  
9 Defendants, related to the Subject Conduct.

10          2.7    “**Day**” means a calendar day unless expressly stated to be a business day. In  
11 computing any period of time under this Final Judgment, where the last day would fall on a  
12 Saturday, Sunday, or federal and/or California holiday, the period shall run until the close of  
13 business of the next business day.

14          2.8    “**Effective Date**” shall mean the date upon which Defendants have been  
15 provided Notice that this Final Judgment has been entered by the Court.

16          2.9    “**Store**” or “**Stores**” shall have the same meaning as defined at Public  
17 Resources Code section 42280, subdivision (g).

18          2.10   “**Plastic carryout bag**” shall mean a reusable grocery bag, as defined at Public  
19 Resources Code section 42280, subdivision (d), made from plastic film.

20          2.11   “**Subject Conduct**” shall mean the marketing, sale, and/or distribution by each  
21 Defendant of plastic carryout bags. Subject Conduct shall include each Defendant’s representing  
22 plastic carryout bags as “recyclable,” including but not limited to the display on each bag of the  
23 chasing arrows symbol and/or the term “recyclable” and language instructing consumers to return  
24 the bag to the store for recycling or to another appropriate recycling location, as well as all other  
25 acts of compliance or non-compliance with Public Resources Code section 42280 et seq.

26          2.12   “**Covered Matters**” shall mean, only as to the Parties to this Final Judgment,  
27 each cause of action and request for relief in the Action and any directive, cause of action, or  
28



1 claim for relief against the Released Parties that the People brought or could have brought arising  
2 from the Subject Conduct or the allegations in the Action.

3 2.13 “**Released Parties**” shall mean each Defendant, including the Defendant’s  
4 officers, directors, shareholders, affiliates, parent companies, holding companies, subsidiaries,  
5 agents, principals, employees, attorneys, successors, and assigns of the persons and entities  
6 described above.

7 2.14 “**Reserved Claim**” shall mean any claim, violation, or cause of action that is  
8 not a Covered Matter.

### 9 **3. SETTLEMENT OF DISPUTED CLAIMS**

10 The Parties enter into this Final Judgment pursuant to a compromise and settlement of  
11 disputed claims for purposes of furthering the public interest. The People believe that: (i) the  
12 resolution embodied in this Final Judgment is fair and reasonable and fulfills the People’s  
13 enforcement objectives; (ii) no further action is warranted concerning the allegations against each  
14 Defendant as contained in the Action, except as provided in this Final Judgment; and (iii) entry of  
15 this Final Judgment is in the best interest of the public. This Final Judgment is and represents a  
16 compromise of disputed claims and allegations. The Parties have waived their respective rights to  
17 appeal from this Final Judgment.

### 18 **4. NO ADMISSION OR FINDINGS**

19 The Parties’ execution of the Stipulation is not intended to and shall not constitute an  
20 admission of wrongdoing or liability, nor an admission of any issue of law or fact alleged in the  
21 Action, by any Defendant. This Stipulation is made without adjudication of any alleged issue of  
22 law or fact and without a judicial finding of liability of any kind.

### 23 **5. COMPLIANCE PROVISIONS**

24 5.1 **Injunctive relief:** Each Defendant shall cease knowingly selling and/or  
25 distributing plastic carryout bags to stores in California on or before the following respective  
26 dates:

27 5.1.1 **Revolution** shall cease on or before October 20, 2025;

28 5.1.2 **Metro Poly** shall cease on or before September 30, 2025;



1                   5.1.3 **PreZero** shall cease on or before January 1, 2025;

2                   5.1.4 **API** shall cease on or before November 1, 2025.

3                   5.2 As proof of compliance with this term, each Defendant shall provide to the  
4 Attorney General's Office the following:

5                   5.2.1 A declaration under penalty of perjury from an officer of the  
6 Defendant attesting that Defendant has ceased knowingly selling  
7 and/or distributing plastic carryout bags to stores in California, and  
8 the date on which such activity ceased.

9                   5.2.2 A list of customers to whom the Defendant sold and/or distributed  
10 plastic carryout bags in California from 2021 to the present. API  
11 will provide written acknowledgement, under penalty of perjury,  
12 that customers listed for API on CalRecycle's database of Certified  
13 Reusable Grocery Bags and Producers for the period of 2021 to the  
14 present is a true, complete, and accurate list of API's customers for  
15 plastic carryout bags for that period.

16                   5.3 **Payment by Revolution: Revolution** shall pay a total of **NINE HUNDRED**  
17 **SEVENTY-SEVEN THOUSAND, FIVE HUNDRED DOLLARS (\$977,500)** to resolve the  
18 Settled Matters ("Revolution's Total Settlement Payment"). Revolution's Total Settlement  
19 Payment shall be allocated as follows:

20                   5.3.1 **Civil Penalties:** Pursuant to Business and Professions Code  
21 sections 17206 and 17536, and Government Code section 25606, of  
22 Revolution's Total Settlement Payment, Revolution shall pay to the  
23 People **FIVE HUNDRED NINETY-TWO THOUSAND, FIVE**  
24 **HUNDRED DOLLARS (\$592,500)** to resolve claims for civil  
25 penalties. This amount shall be paid directly to the Attorney  
26 General's Office within thirty (30) days of the Effective Date of this  
27 Final Judgment pursuant to wire transfer instructions to be provided  
28 by the Attorney General's Office.



1                   5.3.2 **Attorney's Fees and Costs:** Of Revolution's Total Settlement  
2                   Payment, Revolution shall pay THREE HUNDRED EIGHTY-  
3                   FIVE THOUSAND DOLLARS (\$385,000) to the Attorney  
4                   General's Office as attorney's fees and costs in this matter. This  
5                   amount shall be paid directly to the Attorney General's Office  
6                   within thirty (30) days of the Effective Date of this Final Judgment  
7                   pursuant to wire transfer instructions to be provided by the Attorney  
8                   General's Office.

9                   5.4 **Payment by Metro Poly:** Metro Poly shall pay a total of **SIXTY-FIVE**  
10 **THOUSAND DOLLARS (\$65,000)** to resolve the Settled Matters ("Metro Poly's Total  
11 Settlement Payment"). Metro Poly's Total Settlement Payment shall be allocated as follows:

12                   5.4.1 **Civil Penalties:** Pursuant to Business and Professions Code  
13                   sections 17206 and 17536, and Government Code section 25606,  
14                   Metro Poly shall pay all of Metro's Poly's Total Settlement  
15                   Payment to the People to resolve claims for civil penalties. This  
16                   amount shall be paid directly to the Attorney General's Office  
17                   within thirty (30) days of the Effective Date of this Final Judgment  
18                   pursuant to wire transfer instructions to be provided by the Attorney  
19                   General's Office.

20                   5.5 **Payment by PreZero:** PreZero shall pay a total of **THREE HUNDRED**  
21 **SEVENTY-FIVE THOUSAND, FIVE HUNDRED DOLLARS (\$375,500)** to resolve the  
22 Settled Matters ("PreZero's Total Settlement Payment"). PreZero's Total Settlement Payment  
23 shall be allocated as follows:

24                   5.5.1 **Civil Penalties:** Pursuant to Business and Professions Code  
25                   sections 17206 and 17536, and Government Code section 25606,  
26                   PreZero shall pay all of PreZero's Total Settlement Payment to the  
27                   People to resolve claims for civil penalties. This amount shall be  
28                   paid directly to the Attorney General's Office within thirty (30)



1 days of the Effective Date of this Final Judgment pursuant to wire  
2 transfer instructions to be provided by the Attorney General's  
3 Office.

4 **5.6 Payment by API:** API shall pay a total of **THREE HUNDRED THIRTY-**  
5 **FIVE THOUSAND DOLLARS (\$335,000)** to resolve the Settled Matters ("API's Total  
6 Settlement Payment"). API's Total Settlement Payment shall be allocated as follows:

7 **5.6.1 Civil Penalties:** Pursuant to Business and Professions Code  
8 sections 17206 and 17536, and Government Code section 25606, of  
9 API's Total Settlement Payment, API shall pay to the People  
10 EIGHTY-THREE THOUSAND, SEVEN HUNDRED FIFTY  
11 DOLLARS (\$83,750) to resolve claims for civil penalties. This  
12 amount shall be paid directly to the Attorney General's Office  
13 within thirty (30) days of the Effective Date of this Final Judgment  
14 pursuant to wire transfer instructions to be provided by the Attorney  
15 General's Office.

16 **5.6.2 Attorney's Fees and Costs:** Of API's Total Settlement Payment,  
17 API shall pay TWO HUNDRED FIFTY-ONE THOUSAND, TWO  
18 HUNDRED FIFTY DOLLARS (\$251,250) to the Attorney  
19 General's Office as attorney's fees and costs in this matter. This  
20 amount shall be paid directly to the Attorney General's Office  
21 within thirty (30) days of the Effective Date of this Final Judgment  
22 pursuant to wire transfer instructions to be provided by the Attorney  
23 General's Office.

24 **5.7** Each Defendant's payment of Civil Penalties, as detailed for each Defendant  
25 above, shall be administered by the California Department of Justice and shall be used by the  
26 Environmental Justice and Protection Section of the Public Rights Division of the Attorney  
27 General's Office, until all funds are exhausted, for any of the following purposes: (1)  
28 implementation of the Attorney General's authority to protect the environment and natural



resources of the State pursuant to Government Code section 12600 et seq. and as Chief Law Officer of the State of California pursuant to Article V, section 13 of the California Constitution; (2) enforcement of laws related to environmental protection; (3) enforcement of the Unfair Competition Law, Business and Professions Code section 17200 et seq., as it relates to protection of the environment and natural resources of the State of California; and (4) other environmental actions or initiatives which benefit the State of California and its citizens as determined by the Attorney General. Such funding may be used for the costs of the Attorney General's investigation, filing fees and other court costs, payment to expert witnesses and technical consultants, purchase of equipment, laboratory analyses, personnel costs, travel costs, and other costs necessary to pursue environmental actions or initiatives investigated or initiated by the Attorney General for the benefit of the State of California and its citizens.

#### **5.8 Late Payments**

5.8.1 Each Defendant shall be liable for a civil penalty of five thousand dollars (\$5,000) for each calendar day that any payment required of the Defendant pursuant to the subsections of Paragraph 5.3 above is late.

### **6. RELEASE**

6.1 Effective upon full payment of the amount specified in Paragraph 5.3, and subject to the reservations set forth below, Plaintiff releases Released Parties from all Covered Matters up to and including the Effective Date.

6.2 Except as otherwise set forth herein, nothing in this Final Judgment shall relieve any Defendant of its obligation to comply with all applicable laws, regulations, rules, or orders; grant any Defendant permission to engage in any acts or practices prohibited by such law, regulation, rule, or order; or limit or expand in any way any right the State may otherwise have to enforce applicable state law or to obtain information, documents, or testimony from any Defendant pursuant to any applicable state law, regulation, rule, or order, or any right any Defendant may otherwise have to oppose any subpoena, civil investigative demand, motion, or



1 other procedure issued, served, filed, or otherwise employed by the State pursuant to any such  
2 state law, regulation, or rule.

3 **7. NOTICE**

4 Any notice, submission or request that is required or permitted to be given pursuant to this  
5 Final Judgment (“Notice”), and any response thereto pursuant to this Final Judgment  
6 (“Response”), shall be given in writing and shall be sent by email transmission; first-class  
7 certified mail; or overnight courier service, to the Party to be notified, addressed to such Party as  
8 set forth below. The sending of such Notice or Response together with confirmation of  
9 transmission by return email (in the case of email transmission) or confirmation of receipt (in the  
10 case of delivery by first-class certified mail or by overnight courier service) shall constitute the  
11 giving thereof and is effective upon the confirmation date. All Notices or Responses shall be sent  
12 to:

13 For the People:

14 Brian Calavan  
15 Deputy Attorneys General  
16 Office of the Attorney General  
17 1515 Clay Street, Suite 2000  
Oakland, CA 94612  
[Brian.Calavan@doj.ca.gov](mailto:Brian.Calavan@doj.ca.gov)

18 For Revolution, Metro Poly, or PreZero:

19 Richard W. Smith  
20 Sidley Austin LLP  
21 1501 K Street, N.W.  
Washington, DC 20005  
[rwsmith@sidley.com](mailto:rwsmith@sidley.com)

22 For API:

23 Samuel A. Butler  
24 Keller and Heckman LLP  
25 1001 G Street, NW  
26 Suite 500 West  
27 Washington, DC 20001  
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1 Any Party may change its Notice name and address by informing the other Parties in  
2 writing as provided herein. No change is effective until it is confirmed to be received.

### 3 **9. EFFECT OF FINAL JUDGMENT**

4 Except as expressly provided in this Final Judgment, nothing in this Final Judgment is  
5 intended nor shall it be construed to preclude the People, or any state, county, city, or local  
6 agency, department, board or entity from exercising its authority under any law, statute or  
7 regulation.

### 8 **10. NON-LIABILITY OF THE PEOPLE**

9 The People shall not be liable for any injury or damage to persons or property resulting  
10 from acts or omissions by any Defendant in carrying out activities pursuant to this Final  
11 Judgment, nor shall the People be held as a party to or guarantor for any contract entered into by  
12 any Defendant in carrying out the requirements of this Final Judgment.

### 13 **11. NO WAIVER OF RIGHT TO ENFORCE**

14 The non-enforcement of this Final Judgment, or any provision therein, shall neither be  
15 deemed a waiver of such provision nor in any way affect the validity of this Final Judgment. Such  
16 non-enforcement shall not preclude the Party from later enforcing the same or any other provision  
17 of this Final Judgment. Except as expressly provided in this Final Judgment, each Defendant  
18 retains all defenses allowed by law to any such later enforcement. No oral advice, guidance,  
19 suggestions, or comments by employees or officials of any Party regarding matters covered in this  
20 Final Judgment shall be construed to relieve any Party of its obligations under this Final  
21 Judgment.

### 22 **12. APPLICATION OF FINAL JUDGMENT**

23 This Final Judgment shall apply to and be binding upon the People and upon each  
24 Defendant, including its successors and assigns.

### 25 **13. CONTINUING JURISDICTION**

26 The Court shall retain continuing jurisdiction to enforce the terms of this Final Judgment  
27 and to address any other matters arising out of or regarding this Final Judgment.

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**14. INTERPRETATION**

This Final Judgment was drafted equally by the Parties. The Parties agree that the rule of construction holding that ambiguity is construed against the drafting Party shall not apply to the interpretation of this Final Judgment.

**15. INTEGRATION**

This Final Judgment constitutes the entire agreement between the Parties with respect to the subject matter set forth herein and may not be amended or supplemented except as provided for in the Final Judgment. No oral representations have been made or relied upon other than as expressly set forth herein.

**16. MODIFICATION OF FINAL JUDGMENT**

This Final Judgment may be modified upon written consent by all of the Parties with the approval of the Court or, if written consent to the proposed modification cannot be obtained, on noticed motion by one of the Parties.

Dated: \_\_\_\_\_, 2025

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT