FILED
San Francisco County Superior Court
MAY 22 2026
CLERK OF THE SUPERIOR COURT
By Selena Green
Deputy

Evan Smith (Bar No. SBN 242352)
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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

GABRIEL ESPINOZA,

Plaintiff,

v.

KING ARTHUR BAKING COMPANY, INC.,

Defendant.

Case No.: CGC-24-620135

CONSENT JUDGMENT

Judge: Christine Van Aken
Dept.: 301
Hearing Date: May 22, 2026
Hearing Time: 9:00 AM
Complaint Filed: November 26, 2024

1. INTRODUCTION

1.1 **The Parties.** This Consent Judgment is entered into by and between Gabriel Espinoza acting on behalf of the public interest (hereinafter "Espinoza") and King Arthur Baking Company, Inc. ("King Arthur" or "Defendant") with Espinoza and Defendant collectively referred to as the "Parties" and each of them as a "Party." Espinoza is an individual residing in California that seeks to promote awareness of exposures to toxic chemicals and improve human health by reducing or eliminating hazardous substances contained in consumer products. King Arthur is alleged to be a person in the course of doing business for purposes of Proposition 65, Cal. Health & Safety Code §§ 25249.6 et seq.

1.2 **Allegations and Representations.** Espinoza alleges that Defendant has exposed individuals to lead from its sales of gluten free pancake mixes without providing a clear and reasonable exposure warning pursuant to Proposition 65. Lead is listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.

1.3 **Notice of Violation/Action.** On March 8, 2023, Espinoza served King Arthur and various public enforcement agencies with documents entitled "60-Day Notice of Violation" pursuant to Health & Safety Code §25249.7(d) (the "Notice"), alleging that Defendant violated Proposition 65 for failing to warn consumers and customers that use of gluten free pancake mixes exposes consumers in California to lead. No public enforcer has brought and is diligently prosecuting the claims alleged in the Notice. On November 26, 2024, Espinoza filed a complaint (the "Complaint").

1.4 For purposes of this Consent Judgment only, the Parties stipulate that this Court has jurisdiction over Defendant as to the allegations contained in the Action filed in this matter, that venue is proper in the County of San Francisco, and 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 Action based on the facts alleged therein and in the Notice.

1.5 Defendant denies the material allegations contained in Espinoza's Notice and Complaint and maintains that it has not violated Proposition 65. Nothing in this Consent Judgment shall be construed as an admission by Defendant of any fact, finding, issue of law, or violation of law, nor as an acknowledgment that any of the Covered Products cause actual harm; nor shall compliance with this Consent Judgment constitute or be construed as an admission by Defendant of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Defendant. However, this section shall not diminish or otherwise affect the obligations, responsibilities, and duties of Defendant under this Consent Judgment.

2. DEFINITIONS

2.1 **Covered Products.** The term "Covered Products" means King Arthur gluten free pancake mixes that are manufactured, distributed, shipped into the State of California and offered for sale in the State of California.

2.2 **Lead Covered Products.** The term "Lead Covered Products" means Covered Products that are manufactured, distributed, shipped into the State of California and offered for sale in the State of California that expose consumers to greater than 0.5 micrograms of lead pursuant to § 3.1 herein.

2.3 **Effective Date.** The term "Effective Date" means the date this Consent Judgment is entered as a Judgment of the Court.

2.4 **Compliance Date.** The term "Compliance Date" means ninety (90) days after the Effective Date.

3. INJUNCTIVE RELIEF: PRODUCT STANDARDS AND/OR WARNINGS

3.1 Covered Product Warning Trigger Based on Lead Concentration Levels. A **Warning** or **Alternative Warning** pursuant to § 3 herein is required if consumption of a recommended serving size of a Covered Product as set forth on the label[1] will result in exposure to greater than 0.5 micrograms of lead (a, "Lead Covered Product").

[1] If the Covered Product label contains no recommended daily servings, then the number of recommended daily servings shall be one (1).

3.2 Clear and Reasonable Warning. Commencing by or before the Compliance Date, and continuing thereafter, a clear and reasonable exposure warning shall be provided for all Lead Covered Products that King Arthur manufacturers, imports, distributes, sells, or offers for sale in California[2]. There shall be no obligation for King Arthur to provide an exposure warning for Covered Products or Lead Covered Products that entered the stream of commerce prior to the Compliance Date, which products are expressly subject to the releases provided herein. The warning shall consist of either the **Warning** or **Alternative Warning** described in this §§ 3.2(a) or (b), respectively:

(a) **Warning**: The "Warning" shall consist of the statement:

> **WARNING**: Consuming this product can expose you to chemicals including lead, which is known to the State of California to cause [cancer[3] and] birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov/food.

(b) **Alternative Warning**[4]: King Arthur may, but is not required to, use one of the alternative short-form warning(s) as set forth in this § 3.2(b) ("**Alternative Warning**"):

> **WARNING**: Risk of [cancer and] reproductive harm from exposure to lead. See www.P65Warnings.ca.gov/food; or
>
> **WARNING**: Can expose you to lead, a [carcinogen and] reproductive toxicant. See www.P65Warnings.ca.gov/food

3.3 A **Warning** or **Alternative Warning** provided pursuant to § 3.2 with respect to any Lead Covered Product that King Arthur manufactures, imports, distributes, sells, or offers for sale in California must print the word "**WARNING:**" in all capital letters and in bold font, followed by a colon. The warning symbol to the left of the word "**WARNING:**" must be a black exclamation point in a yellow equilateral triangle with a black outline, except that if the sign or label for the

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[2] This Consent Judgment shall have no effect on Covered Products or Lead Covered Products manufactured for sale outside the State of California or offered for sale outside the State of California.

[3] Defendant shall use the phrase "cancer and" in the **Warning** only if the daily lead exposure level is greater than 15 micrograms of lead as determined pursuant to the definition of Lead Covered Products, identified in § 3.1.

[4] Defendant shall use the phrase "cancer and" or "carcinogen and" in the **Alternative Warning** only if the daily lead exposure level is greater than 15 micrograms of lead as determined pursuant to the definition of Lead Covered Products, identified in § 3.1.

Covered Products does not use the color yellow, the symbol may be in black and white. The symbol must be in a size no smaller than the height of the word "**WARNING:**". The **Warning** or **Alternative Warning** shall be affixed to or printed on the Covered Products' packaging or labeling, or on a placard, shelf tag, sign or electronic device or automatic process only if such electronic device or automatic process provides the **Warning** or **Alternative Warning** without the purchaser having to seek it out, provided that the **Warning** or **Alternative Warning** is displayed with such conspicuousness, as compared with other words, statements, or designs as to render it likely to be read and understood by an ordinary individual under customary conditions of purchase or use. The **Warning** or **Alternative Warning** may be contained in the same section of the packaging, labeling, or instruction booklet that states other safety warnings, if any, concerning the use of the Covered Product and shall be at least the same size as those other safety warnings. Where the **Warning** or **Alternative Warning** is provided on the food product label, it must be set off from other surrounding information, and King Arthur shall enclose the **Warning** or **Alternative** Warning in a black box and comply with the content requirements specified in § 25607.2. If "consumer information," as that term is defined in Title 27, California Code of Regulations, § 25600.1(c) as it may be amended from time to time, is provided in a foreign language, King Arthur shall provide the **Warning** or **Alternative Warning** in the foreign language in accordance with applicable warning regulations adopted by the State of California's Office of Environmental Health Hazard Assessment ("OEHHA").

With respect to any Lead Covered Product that King Arthur manufactures, imports, distributes, sells, or offers for sale in California, in addition to affixing the **Warning** or **Alternative Warning** to the Covered Product's packaging or labeling, the **Warning** or **Alternative Warning** shall be posted on websites where King Arthur offers Covered Products for sale to consumers in California. The requirements of this Section shall be satisfied if the **Warning** or **Alternative Warning**, or a clearly marked hyperlink using the word "**WARNING,**" appears on the product display page, or by otherwise prominently displaying the warning to the purchaser prior to completing the purchase. To comply with this Section with respect to any Lead Covered Product

that King Arthur manufactures, imports, distributes, sells, or offers for sale in California, King Arthur shall (a) post the **Warning** or **Alternative Warning** on its own website and, if it has the ability to do so, on the websites of its third-party internet sellers; and (b) if it does not have the ability to post the **Warning** or **Alternative Warning** on the websites of its third-party internet sellers, provide such sellers with written notice in accordance with Title 27, California Code of Regulations, § 25600.2. Third-party internet sellers of the Product that have been provided with written notice in accordance with Title 27, California Code of Regulations, § 25600.2 are not released in Section 5 of this Agreement if they fail to meet the warning requirements of this Section.

3.4 Compliance with Warning Regulations. The Parties agree that King Arthur shall be deemed to be in compliance with this Agreement by either adhering to § 3 of this Agreement or by complying with warning regulations adopted by the State of California's OEHHA applicable to the Covered Product and the exposure at issue. If OEHHA adopts new warning regulations applicable to the Covered Products and exposures at issue, Defendant may choose to provide these warnings at its discretion.

3.5 Right to Cure (And No Assignment or Transfer of Claims). Espinoza shall have the exclusive right to enforce the provisions of this Consent Judgment. Espinoza represents and warrants neither he nor his agents or attorneys have assigned or otherwise transferred, or attempted to assign, or transfer, any claim or claims against Defendant to a third-party.

To the extent Espinoza identifies any Covered Product and/or Lead Covered Product in the future which he believes is not in compliance with this Consent Judgment, Espinoza agrees to advise Defendant of such alleged breach in the manner set forth in Section 8, and provide Defendant with sixty (60) days (calculated from the date notice is provided electronically) to cure any alleged violation of this Consent Judgment pursuant to the options in §§ 3.2 – 3.3, as applicable. Such Notice to Cure to Defendant must include photographs of the Covered Product's labeling and packaging, purchase receipt reflecting when and where the Covered Product was purchased in California, and comprehensive test data including all laboratory QA/QC documentation establishing that consumption of the Covered Product will expose California

consumers to lead. All documentation submitted in support of the Notice to Cure must be unredacted.

Espinoza reserves the right to seek additional civil penalties, reimbursement of reasonable attorney's fees and costs, and any other available remedies arising from or related to Notices to Cure associated with Covered Products covered by the Consent Judgment. However, Espinoza shall not be entitled to seek or recover any civil penalties, and Espinoza and his counsel shall not be entitled to recovery or reimbursement of attorney's fees and/or costs, or any other available remedies arising from or related to Notices to Cure associated with Covered Products covered by the Consent Judgment or the alleged breach or violation of the Consent Judgment, provided Defendant timely remedies the alleged non-compliance within sixty (60) days of receiving the Notice to Cure, as discussed herein. If Defendant cures the alleged non-compliance within 60 days of receiving the Notice to Cure, Defendant shall not be deemed in breach or violation of this Consent Judgment in any respect, and Defendant shall not be liable (whether for civil penalties or attorneys' fees or costs) for sales of such Products referenced in the Notice to Cure occurring prior to the expiration of the 60-day cure period.

3.5.1 Testing Results and Validation. If testing of a Covered Product that entered the stream of commerce after the Compliance Date reveals a lead level in excess of the Covered Product Warning Trigger, such result shall require validation before any violation can be claimed. Specifically, the testing laboratory must first comprehensively validate its equipment calibration, testing processes, validation procedures, potential contamination sources, operator error, and all quality control measures. If any irregularity is identified, the result shall be discarded.

3.5.2 Any compliance verification testing shall be performed by a laboratory that has received a Certificate of Accreditation from the ANSI National Accreditation Board that the lab meets the requirements of ISO/IEC 17025:2017 in the field of Testing, or any successor to that standard that may be adopted by the ANSI National Accreditation Board. The testing shall employ inductively coupled plasma mass spectrometry ("ICP-MS") utilizing scientifically appropriate

adherence to the protocols set forth in AOAC Method 2015.01 with a LOD/LOQ of 0.010 ppm or less.

4. MONETARY TERMS

4.1 **Total Settlement Amount.** Within thirty (30) days of the entry of the Agreement, Defendant shall pay the total sum of $29,000 as the Total Settlement Amount in connection with the Covered Products, which shall be apportioned into a Civil Penalty, Attorney's Fees and Costs as follows:

4.1.1 Civil Penalty. King Arthur shall pay $2,000.00 as a Civil Penalty pursuant to Health and Safety Code section 25249.7(b), to be apportioned in accordance with California Health & Safety Code § 25192, with 75% of these funds remitted to OEHHA and the remaining 25% of the Civil Penalty remitted to Espinoza, as provided by California Health & Safety Code § 25249.12(d).

4.1.2 Within ten (10) days of the Effective Date, King Arthur shall issue two separate checks for the Civil Penalty payment to (a) "OEHHA" in the amount of $1,500.00; and to (b) "Gabriel Espinoza" in the amount of $500.00. Payment owed to Espinoza pursuant to this Section shall be delivered to the following payment address:

Evan J. Smith, Esquire
Brodsky Smith
Two Bala Plaza, Suite 805
Bala Cynwyd, PA 19004

Espinoza and his counsel will provide completed IRS 1099, W-9, or other tax forms as required. Payment owed to OEHHA (EIN: 68-0284486) pursuant to this Section shall be delivered directly to OEHHA (Memo Line "Prop 65 Penalties") at one of the following address(es):

For United States Postal Service Delivery:

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

For Non-United States Postal Service Delivery:

Mike Gyurics

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

A copy of the check payable to OEHHA shall be mailed to Brodsky Smith at the address set forth above as proof of payment to OEHHA.

4.1.3 Attorneys' Fees. Within ten (10) days of the Effective Date, King Arthur shall pay $27,000.00 to Brodsky Smith as complete reimbursement for Espinoza's attorneys' fees and costs incurred as a result of investigating, bringing this matter to the attention of King Arthur, litigating and negotiating and obtaining judicial approval of a settlement in the public interest, pursuant to Code of Civil Procedure § 1021.5.

5. RELEASE OF ALL CLAIMS

5.1 **Release of King Arthur, its Upstream Suppliers and Downstream Customers and Entities.** This Consent Judgment is a full, final, and binding resolution between Espinoza acting on his own behalf, and on behalf of the public interest, and King Arthur, and its parents, shareholders, members, directors, officers, managers, employees, representatives, agents, attorneys, divisions, subdivisions, subsidiaries, partners, sister companies, and affiliates, and their predecessors, successors and assigns ("Defendant Releasees"), and all entities to whom any Defendant Releasee directly or indirectly acquires from, and/or distributes or sells Covered Products, including but not limited to manufacturers, suppliers, distributors, wholesalers, customers, licensors, licensees retailers, and their parents, subsidiaries, and affiliates, franchisees, and cooperative members ("Downstream Releasees"), of all claims for violations of Proposition 65 that were or could have been asserted against Defendant Releases or Downstream Releasees based on exposure to lead from consumption of the Covered Products. It is the Parties' intention that this Consent Judgment shall have preclusive effect such that no other actions by private enforcers, whether purporting to act in his, her, or its interests or the public interest shall be permitted to pursue and take any action against Defendant Releases or Downstream Releasees with respect to any violation of Proposition 65 based on exposure to lead from consumption of the Covered Products. King Arthur's compliance with the terms of this Consent Judgment shall

constitute compliance with Proposition 65 by King Arthur with regard to exposure to lead from consumption of the Covered Products.

5.2 In addition to the foregoing, Espinoza, on behalf of himself, his past and current agents, representatives, attorneys, and successors and assignees, and *not* in his representative capacity, hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action and releases King Arthur, Defendant Releasees, and Downstream Releasees from any and all manner of actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent, now or in the future, with respect to any alleged violations of Proposition 65 related to or arising from Covered Products manufactured, distributed, or sold by King Arthur, Defendant Releasees or Downstream Releasees. With respect to the foregoing waivers and releases in this paragraph, Espinoza hereby specifically waives any and all rights and benefits which he now has, or in the future may have, conferred by virtue of the provisions of § 1542 of the California Civil Code, which provides as follows:

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

5.3 Espinoza and his counsel represent and warrant that they are not aware of any other person who has filed or is contemplating filing, and that they have not engaged and do not intend to engage in any advertising or solicitation to locate additional persons to file, any form of complaint against Defendant and/or Releasees regarding exposure to lead from consumption of Covered Products.

5.4 King Arthur waives any and all claims against Espinoza, his attorneys and other representatives, for any and all actions taken, or statements made (or those that could have been taken or made) by Espinoza and his attorneys and other representatives, whether in the course of

investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter, and with respect to Covered Products.

6. **INTEGRATION**

6.1 This Consent Judgment contains the sole and entire agreement of the Parties and any and all prior negotiations and understandings related hereto shall be deemed to have been merged within it. No representations or terms of agreement other than those contained herein exist or have been made by any Party with respect to the other Party or the subject matter hereof.

7. **GOVERNING LAW**

7.1 The terms of this Consent Judgment shall be governed by the laws of the State of California and apply within the State of California.

8. **NOTICES**

8.1 Unless specified herein, all correspondence and notices required to be provided pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any party by the other party at the following addresses:

For Defendant:

Ashley Simonsen
Covington & Burling LLP
1999 Avenue of the Stars
Los Angeles, CA 90067

And

For Espinoza:

Evan Smith
Brodsky Smith
9465 Wilshire Blvd., Ste. 300
Beverly Hills, CA 90212

Any party, from time to time, may specify in writing to the other party a change of address to which all notices and other communications shall be sent.

9. COUNTERPARTS: FACSIMILE SIGNATURES

9.1 This Consent Judgment may be executed in counterparts and by facsimile, each of which shall be deemed original, and all of which, when taken together, shall constitute one and the same document.

10. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)/COURT APPROVAL

10.1 Espinoza agrees to comply with the requirements set forth in California Health & Safety Code § 25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment. Defendant agrees it shall support the approval of such Motion.

10.2 This Consent Judgment shall not be effective until it is approved and entered by the Court and shall be null and void if, for any reason, it is not approved by the Court, in which case no payments shall be owed under the Consent Judgment. In such case, the Parties agree to meet and confer on how to proceed and if such agreement is not reached within 30 days, the case shall proceed on its normal course.

10.3 If the Court approves this Consent Judgment and is reversed or vacated by an appellate court, the Parties shall meet and confer as to whether to modify the terms of this Consent Judgment. If the Parties do not jointly agree on a course of action to take, the case shall proceed on its normal course on the trial court's calendar.

11. MODIFICATION

11.1 This Consent Judgment may be modified only by further stipulation of the Parties and the approval of the Court or upon the granting of a motion brought to the Court by either Party.

12. ATTORNEY FEES

12.1 A Party who unsuccessfully brings or contests an action arising out of this Consent Judgment shall be required to pay the prevailing party's reasonable attorney's fees and costs.

12.2 Nothing in this Section shall preclude a Party from seeking an award of sanctions pursuant to law.

13. RETENTION OF JURISDICTION

13.1 This Court's retained jurisdiction of this matter to implement, modify, or enforce the Consent Judgment shall expire five (5) years after the Effective Date unless extended by mutual agreement of the Parties.

14. SEVERABILITY

14.1 If, subsequent to court approval of this Consent Judgment, any of the provisions of this Agreement are held by a court to be unenforceable or preempted, the validity of the enforceable provisions remaining shall not be adversely affected.

15. AUTHORIZATION

15.1 The undersigned are authorized to execute this Consent Judgment on behalf of their respective Parties and have read, understood, and agreed to all of the terms and conditions of this document and certify that he or she is fully authorized by the Party he or she represents to execute the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as explicitly provided herein, each Party is to bear its own fees and costs.

AGREED TO:

Date: _____

By: See next page
GABRIEL ESPINOZA

AGREED TO:

Date: March 26, 2026

By: _____
KING ARTHUR BAKING COMPANY, INC.

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

See next page
Judge of Superior Court

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AGREED TO:

Date: 4/3/26

By: _____

GABRIEL ESPINOZA

AGREED TO:

Date: _____

By: See previous page

KING ARTHUR BAKING COMPANY, INC.

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: 5/22/2026

_____

Judge of Superior Court

CHRISTINE VAN AKEN