SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012	FILED Superior Court of California County of Los Angeles 11/19/2026 David W. Slayton, Executive Officer / Clerk of Court By: A. Garcia Deputy
PLAINTIFF(S): Clean Product Advocates LLC, a California Limited Liability Company	
DEFENDANT(S): Abbot's Butcher, Inc.	
NOTICE OF ENTRY OF: ✔ JUDGMENT __ DISMISSAL __ OTHER ORDER __ AMENDED	CASE NUMBER: 25STCV02918

TO THE PARTIES AND TO THEIR ATTORNEYS OF RECORD, you are hereby given notice of entry of:

✔ Judgment in the above-entitled matter, entered on 11/19/2026.

__ Order of Dismissal in the above-entitled matter, filed on _____.

__ Order _____ filed on _____.

__ Judgment debtor is a natural person, and as provided in Code Civ. Proc., §§ 683.110, 685.010:

$ _____ of this judgment is on a claim related to medical expenses

$ _____ of this judgment is on a claim related to personal debt

David W. Slayton, Executive Officer / Clerk of Court

Dated: 11/19/2026

By A. Garcia
Deputy Clerk

NOTICE OF ENTRY OF JUDGMENT / DISMISSAL / ORDER

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	FOR COURT USE ONLY
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012	**FILED** Superior Court of California County of Los Angeles **11/19/2026** David W. Slayton, Executive Officer / Clerk of Court By: A. Garcia Deputy
PLAINTIFF(S)/PETITIONER(S): Clean Product Advocates LLC, a California Limited Liability Company	
DEFENDANT(S)/RESPONDENT(S): Abbot's Butcher, Inc.	
CLERK'S CERTIFICATE OF SERVICE BY ELECTRONIC SERVICE	CASE NUMBER: 25STCV02918

I, David W. Slayton, Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein and that on this date I served the

Notice of Entry of Judgment / Dismissal / Other Order

upon each party or counsel of record in the above entitled action by electronically serving to the party or parties at the electronic address as listed below:

"Orr, Matthew R." <accounting@amintalati.com>
"Shabatian, Elham" <ellie@cliffwoodlaw.com>

The electronic transmission originated from the Superior Court of California, County of Los Angeles email address eService-DoNotReply@lacourt.ca.gov at the Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012.

Dated: 11/19/2026

David W. Slayton, Executive Officer / Clerk of Court

By: A. Garcia
Deputy Clerk

Electronically Received 11/18/2026 11:40 AM

CLIFFWOOD LAW FIRM
ELHAM SHABATIAN (SBN 221953)
12100 Wilshire Boulevard
Suite 800
Los Angeles, California 90025
Tel: (310) 200-3227
Email: ellie@cliffwoodlaw.com

Attorneys for Plaintiff
Clean Product Advocates, LLC

FILED
Superior Court of California
County of Los Angeles
11/19/2026
David W. Slayton, Executive Officer / Clerk of Court
By: A. Garcia Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

Clean Product Advocates LLC, PLAINTIFF, vs. Abbot's Butcher, Inc.; Does 1 - 100 DEFENDANTS.	**Case No. 25STCV02918** **JOINT STIPULATION FOR ENTRY OF CONSENT JUDGMENT**

JOINT STIPULATION FOR ENTRY OF CONSENT JUDGMENT

Plaintiff, Clean Product Advocates LLC and Defendant, Abbot's Butcher, Inc., by and through their attorneys of record, stipulate to the Court's entry of the Proposed Consent Judgment, attached hereto as Exhibit "A".

Dated: November 18, 2026 CLIFFWOOD LAW FIRM,

By: Elham Shabatian
Elham Shabatian
Attorney for Plaintiff
Clean Product Advocates LLC

Dated: November 18, 2026 AMIN WASSERMAN GURNANI, LLP

By: Matt Orr
Matthew R. Orr
Attorney for Defendant
Abbot's Butcher, Inc.

ORDER

Pursuant to the above Stipulation of the Parties, the Proposed Consent Judgment is hereby entered.

Dated: 11/19/2026; ~~2026~~

Kristin Escalante
Judge of the Superior Court
Kristin S. Escalante / Judge

EXHIBIT "A"

CLIFFWOOD LAW FIRM
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morr@awglaw.com

Attorneys for Abbot's Butcher, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CLEAN PRODUCT ADVOCATES, LLC, **Plaintiff,** **vs.** **ABBOT'S BUTCHER, INC.; and DOES 1-100,** **Defendants.**	Case No.: 25STCV02918 **[PROPOSED] STIPULATED CONSENT JUDGMENT** Health & Safety Code § 25249.5 *et seq.* Action Filed: February 3, 2025 Trial Date: None set

I. INTRODUCTION

1.1 On February 3, 2025, Plaintiff Clean Product Advocates, LLC ("CPA"), as a private enforcer and in the public interest, initiated this action by filing a Complaint for Injunctive and Declaratory Relief and Civil Penalties (the "Complaint") pursuant to the provisions of California Health and Safety Code section 25249.5 *et seq.* ("Proposition 65"), against Abbot's Butcher, Inc. ("Abbots") and Does 1-100. In this action, CPA alleges that certain products manufactured, distributed, or sold by Abbots contain lead, a chemical listed under Proposition 65 as a carcinogen and/or reproductive toxin, and exposes consumers at a level requiring a Proposition 65 warning. These products (referred to hereinafter individually as a "Covered Product" or collectively as "Covered Products") are: (1) Abbots Plant Based Chorizo products, including but not limited to, UPC # 850002856125; (2) Abbots Plant Based Ground Beef products, including but not limited to, UPC # 85000856149; and (3) Abbot's Veggie Burger products, including but not limited to, UPC # 850002856347.

1.2 CPA and Abbots are hereinafter referred to individually as a "Party" or collectively as the "Parties."

1.3 Solely for purposes of this Stipulated Consent Judgment ("Consent Judgment"), the Parties agree that Abbots is a business entity that has employed ten or more persons at all times relevant to this action and qualifies as a "person in the course of doing business" within the meaning of Proposition 65. Abbots manufactures, distributes, and/or sells the Covered Products.

1.4 The Complaint is based on allegations contained in CPA's Notices of Violation dated March 15, 2024, March 26, 2024, February 5, 2026, and March 24, 2026, that were served on the California Attorney General, other public enforcers, and Abbots ("Notices"). More than 60 days have passed since the Notices were served on the Attorney General, public enforcers, and Abbots and no designated governmental entity has filed a Complaint against Abbots with regard to the Covered Products or the alleged violations.

1.5 CPA's Notices and Complaint allege that use of the Covered Products by California consumers exposes them to lead without first receiving clear and reasonable warnings from Abbots, in violation of California Health and Safety Code section 25249.6. Abbots denies all material allegations contained in the Notices and Complaint.

1.6 The Parties have entered into this Consent Judgment in order to settle, compromise, and resolve disputed claims and avoid prolonged and costly litigation. Nothing in this Consent Judgment nor compliance with this Consent Judgment shall constitute or be construed as an admission by any of the Parties or by any of their respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, franchisees, licensees, customers, suppliers, distributors, wholesalers, or retailers of any fact, issue of law, or violation of law.

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

1.8 The Effective Date of this Consent Judgment is ten (10) days after the date on which it is entered as a Judgment by this Court.

2. JURISDICTION AND VENUE

For purposes of this Consent Judgment and any further court action that may become necessary to enforce this Consent Judgment, the Parties stipulate that this Court has subject matter jurisdiction over the allegations of violations contained in the Complaint and personal jurisdiction over Abbots as to the acts alleged in the Complaint, that venue is proper in Los Angeles County, and that this Court has jurisdiction to enter this Consent Judgment as a full and final resolution of all claims up through and including the Effective Date that were or could have been asserted in this action based on the facts alleged in the Notices and Complaint.

3. INJUNCTIVE RELIEF, REFORMULATION, AND WARNINGS

3.1 Beginning no later than ninety (90) days after the Effective Date (the "Compliance Date"), Abbots shall be permanently enjoined from manufacturing for sale in the State of California, "Distributing into the State of California," or selling in the State of California, any Covered Product that exposes a person to a "Daily Lead Exposure Level" of more than 0.5 micrograms of lead per day unless it meets the warning requirements under Section 3.2.

3.1.1 As used in this Consent Judgment, the term "Distributing into the State of California" shall mean to directly ship a Covered Product into California for sale in California or to sell a Covered Product to a distributor that Abbots knows will sell the Covered Product in California.

3.1.2 For purposes of this Consent Judgment, the "Daily Lead Exposure Level" shall be measured in micrograms, and shall be calculated using the following formula: micrograms of lead per gram of product, multiplied by grams of product per serving of the product (using the largest serving size appearing on the product label), multiplied by servings of the product per day (using the largest number of recommended daily servings appearing on the label), which equals micrograms of lead exposure per day.

3.1.3 So long as Abbots can provide documentation, if requested in writing by CPA, Covered Products manufactured, shipped, sold, or Distributed into the State of California by Abbots prior to the Compliance Date are not bound by the injunctive terms set forth in this Section 3, including but not limited to, the Daily Lead Exposure Level, and warning and testing requirements, and are instead permitted to be sold as is to California consumers and are expressly released by Section 8 of this Consent Judgment.

3.2 Clear and Reasonable Warnings

If Abbots is required to provide a warning pursuant to Section 3.1, one of the following warnings must be utilized ("Warning"):

OPTION 1:

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

OR

OPTION 2:

> ⚠**WARNING:** [Cancer and] Reproductive Harm - www.P65Warnings.ca.gov/food.[1]

Abbots shall use the phrase "cancer and" in the Warning if Abbots has reason to believe that the "Daily Lead Exposure Level" is greater than 15 micrograms of lead as determined pursuant to the quality control methodology set forth in Section 3.1.2 or if Abbots has reason to believe that another Proposition 65 chemical is present which may require a cancer warning.

The Warning shall be securely affixed or printed upon the label of each Covered Product and

[1] Any short form warning on Covered Products manufactured and labeled after January 1, 2028, shall be provided in accordance with Title 27, California Code of Regulations, § 25603(b).

must be set off from other surrounding information and enclosed in a box. In addition, for any Covered Product sold over the internet, the Warning on the checkout page shall be in full text or through a clearly marked hyperlink using the word "WARNING" and in all capital and bold letters when a California delivery address is indicated for any purchase of any Covered Product. If a hyperlink is used, the hyperlink must go directly to a page prominently displaying the Warning without content that detracts from the Warning. An asterisk or other identifying method must be utilized to identify which products on the checkout page are subject to the Warning.

The Warning shall be at least the same size as the largest of any other health or safety warnings also appearing on the website or on the label and the word "WARNING" shall be in all capital letters and in bold print. No statements intended to or likely to have the effect of diminishing the impact of the Warning on the average lay person shall accompany the Warning. Further, no statements may accompany the Warning that state or imply that the source of the listed chemical has an impact on or results in a less harmful effect of the listed chemical.

Abbots must display the above Warning with such conspicuousness, as compared with other words, statements or designs on the label, or on its website, if applicable, to render the Warning likely to be read and understood by an ordinary individual under customary conditions of purchase or use of the product.

For purposes of this agreement, the term "label" means a display of written, printed or graphic material that is printed on or affixed to a Covered Product or its immediate container or wrapper.

For purposes of this agreement, when Abbots is required to provide a warning for a Covered Product pursuant to Section 3, Abbots may satisfy the warning requirement by providing the required information in compliance with 27 C.C.R. Section 25600.2 (2024) to any business that is subject to Proposition 65 to which it is selling or transferring the Covered Product.

The Parties agree that Abbots shall be deemed to be in compliance with this Agreement by either adhering to Section 3 of this Agreement or by complying with warning regulations adopted by the State of California's OEHHA applicable to the Products and the exposures at issue. Further, Abbots agrees that, as of January 1, 2028, it shall ensure that all consumer products it manufactures, distributes, or sells in California, requiring a warning under Proposition 65, comply with the revised Proposition 65 warning

regulations, including updated short-form warnings. The required warnings shall specify at least one chemical for which the warning is given, in accordance with Title 27, California Code of Regulations, Section 25603.

If a Covered Product is being sold by an online third-party seller or downstream reseller customer (collectively referred to as "Third-Party Seller(s)"), who are subject to Proposition 65 and known to, and authorized by, Abbots to sell such Covered Product in California, and Abbots cannot itself post the warning on the authorized Third-Party Seller's website because Abbots lacks control over such authorized Third-Party Seller's website, then Abbots must notify the authorized Third-Party Seller and/or its authorized agent of the authorized Third-Party Seller's duty to provide an internet warning as part of the condition of sale of the Covered Product. The Warning shall be at least the same size as the largest of any other health or safety warnings also appearing on the website or on the label and the word "WARNING" shall be in all capital letters and in bold print. No statements intended to or likely to have the effect of diminishing the impact of the Warning on the average lay person shall accompany the Warning. Further no statements may accompany the Warning that state or imply that the source of the listed chemical has an impact on or results in a less harmful effect of the listed chemical.

Where any product label, packaging, or accompanying written materials include information in a language other than English, Abbots agrees to provide the Proposition 65 warning in the same language(s) in addition to English. The foreign language warning must contain the same content as the English warning and must be prominently displayed.

4. **SETTLEMENT PAYMENT**

4.1 In full satisfaction of all potential civil penalties, additional settlement payments, attorney's fees, and costs, Abbots shall make a total payment of $42,000.00 ("Total Settlement Amount") to CPA within fifteen (15) days of the Effective Date. Abbots shall make this payment by wire transfer to CPA's account, for which CPA will give Abbots the necessary account information. The Total Settlement Amount shall be apportioned as follows:

4.2 $3,000.00 shall be considered a civil penalty pursuant to California Health and Safety Code section 25249.7(b)(1). CPA shall remit 75% ($2,250.00) of the civil penalty to the Office of Environmental Health Hazard Assessment ("OEHHA") for deposit in the Safe Drinking Water and

Toxic Enforcement Fund in accordance with California Health and Safety Code section 25249.12(c). CPA will retain the remaining 25% ($750.00) of the civil penalty.

4.4 $39,000.00 shall be distributed to CPA as reimbursement of CPA's attorney fees and costs. Except as explicitly provided herein, each Party shall bear its own fees and costs.

5. MODIFICATION OF CONSENT JUDGMENT

This Consent Judgment may be modified only as to injunctive terms (i) by written stipulation of the Parties and upon entry by the Court of a modified consent judgment or (ii) by motion of either Party pursuant to Section 5.3 and upon entry by the Court of a modified consent judgment. In the event that Proposition 65, either as a whole or as specifically applicable to the Covered Products or listed chemicals at issue in the case, is repealed or federally preempted, or if new or different safe harbor levels are established as applicable to the Covered Products, or if Proposition 65 is otherwise rendered inapplicable to the Covered Products or the listed chemicals at issue in this case, by any final California regulation or statute, or by a decision of the California Supreme Court or the United States Supreme Court or by the California legislature or the United States Congress, or if any provision of this Consent Judgment is specifically rendered inapplicable or no longer required as to the Covered Products as a result of any such regulatory or statutory change, repeal or preemption or decision of the California Supreme Court or the United States Supreme Court, or due to binding federal laws or regulations, then Abbots may provide written notice to CPA of any asserted change in the law and seek modification of this Consent Judgment pursuant to this Section.

6. JURISDICTION AND ENFORCEMENT OF CONSENT JUDGMENT

6.1 This Court shall retain jurisdiction of this matter to enforce, modify, or terminate this Consent Judgment.

7. APPLICATION OF CONSENT JUDGMENT

This Consent Judgment may apply to, be binding upon, and benefit the Parties and their respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, franchisees, licensees, customers (excluding private labelers), distributors, wholesalers, retailers, predecessors, successors, and assigns. This Consent Judgment shall have no application to any Covered Product that is distributed or sold exclusively outside the State of California and that is not used by California consumers.

8. BINDING EFFECT, CLAIMS COVERED AND RELEASED

8.1 This Consent Judgment is a full, final, and binding resolution between CPA, on behalf of itself and in the public interest, and Abbots and its respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, suppliers, franchisees, licensees, customers (not including private label customers of Abbots), distributors, wholesalers, retailers, and all other upstream and downstream entities in the distribution chain of any Covered Product, and the predecessors, successors, and assigns of any of them (collectively, "Released Parties").

8.2 CPA, acting in the public interest, releases the Released Parties from any and all claims for violations of Proposition 65 up through the Effective Date based on exposure to lead from the Covered Products as set forth in the Notices of Violation. CPA, on behalf of itself only, hereby fully releases and discharges the Released Parties from any and all claims, actions, causes of action, suits, demands, liabilities, damages, penalties, fees, costs, and expenses asserted, or that could have been asserted from the handling, use, or consumption of the Covered Products, as to any alleged violation of Proposition 65 or its implementing regulations arising from the failure to provide Proposition 65 warnings for the Covered Products regarding lead, up to and including the Effective Date. However, Third-Party Sellers that do not provide the Warning after being instructed or notified by Abbots to do so, as outlined in Section 3.2, are not released from liability for violations of Proposition 65.

8.3 CPA on its own behalf only, and Abbots on its own behalf only, further waive and release any and all claims they may have against each other for all actions or statements made or undertaken in the course of seeking or opposing enforcement of Proposition 65 in connection with the Notices and Complaint up through and including the Effective Date, provided, however, that nothing in Section 8 shall affect or limit any Party's right to seek to enforce the terms of this Consent Judgment. However, Third-Party Sellers that do not provide the Warning after being instructed or notified by Abbots to do so, as outlined in Section 3.2, are not released from liability for violations of Proposition 65.

8.4 It is possible that other claims not known to the Parties, arising out of the facts alleged in the Notices and Complaint, and relating to the Covered Products, will develop or be discovered. CPA on behalf of itself only, and Abbots on behalf of itself only, acknowledge that this Consent Judgment is expressly intended to cover and include all such claims up through and including the Effective Date,

including all rights of action therefore.

CPA and Abbots acknowledge that the claims released in Sections 8.2 and 8.3 above may include unknown claims, and nevertheless waive California Civil Code section 1542 as to any such unknown claims. California Civil Code section 1542 reads 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.

CPA on behalf of itself only, and Abbots on behalf of itself only, acknowledge and understand the significance and consequences of this specific waiver of California Civil Code section 1542.

8.5 Compliance with the terms of this Consent Judgment shall be deemed to constitute compliance with Proposition 65 by any of the Released Parties regarding alleged exposures to lead in the Covered Products, as set forth in the Notices and Complaint.

8.6 Nothing in this Consent Judgment is intended to apply to any occupational or environmental exposures arising under Proposition 65, nor shall it apply to any of Abbots' products other than the Covered Products.

9. SEVERABILITY OF UNENFORCEABLE PROVISIONS

In the event that any of the provisions of this Consent Judgment are held by a court to be unenforceable, the validity of the remaining enforceable provisions shall not be adversely affected.

10. GOVERNING LAW

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

11. PROVISION OF NOTICE

All notices required to be given to either Party to this Consent Judgment by the other shall be in writing and sent to the following agents listed below via first-class mail or via electronic mail where required. Courtesy copies via email may also be sent.

FOR CPA:

CLIFFWOOD LAW FIRM
Elham Shabatian, Bar No. 221953
12100 Wilshire Boulevard, Suite 800
Los Angeles, California 90025
Tel: (310) 200-3227
ellie@cliffwoodlaw.com

FOR ABBOTS:

Matthew Orr
Amin Wasserman Gurnani
515 South Flower Street, 18th Floor
Los Angeles, California 90071
Tel: (213) 933-2330
Fax: (312) 884-7352
morr@awglaw.com

12. COURT APPROVAL

12.1 Upon execution of this Consent Judgment by the Parties, CPA shall notice a Motion for Court Approval. The Parties shall use their best efforts to support entry of this Consent Judgment.

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

12.3 If this Stipulated Consent Judgment is not approved by the Court, it shall be void and have no force or effect.

13. EXECUTION AND COUNTERPARTS

This Consent Judgment may be executed in counterparts, which taken together shall be deemed to constitute one document. A facsimile or .pdf signature shall be construed to be as valid as the original signature.

14. DRAFTING

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 an 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 participated equally in the preparation and drafting of this Consent Judgment.

15. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES

If a dispute arises with respect to either Party's compliance with the terms of this Consent Judgment entered by the Court, the Parties shall meet and confer either in person, via remote meeting, by telephone, or in writing and endeavor to resolve the dispute in an amicable manner. No action or motion may be filed in the absence of such a good faith attempt to resolve the dispute beforehand.

16. ENFORCEMENT

CPA may, by motion or order to show cause before the Superior Court of Los Angeles County, enforce the terms and conditions contained in this Consent Judgment. In any action brought by CPA to enforce this Consent Judgment, CPA may seek whatever fines, costs, penalties, or remedies as are provided by law for failure to comply with the Consent Judgment. To the extent the failure to comply with the Consent Judgment constitutes a violation of Proposition 65 or other laws, CPA shall not be limited to enforcement of this Consent Judgment, but may seek in another action whatever fines, costs, penalties, or remedies as are provided by law for failure to comply with Proposition 65 or other laws.

17. ENTIRE AGREEMENT, AUTHORIZATION

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

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

18. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF CONSENT JUDGMENT

This Consent Judgment has come before the Court upon the request of the Parties. The Parties request the Court to fully review this Consent Judgment and, being fully informed regarding the matters which are the subject of this action, to:

(1) Find that the terms and provisions of this Consent Judgment represent a fair and equitable settlement of all matters raised by the allegations of the Complaint that the matter has been diligently prosecuted, and that the public interest is served by such settlement;

(2) Make the findings pursuant to California Health and Safety Code section 25249.7(f)(4), approve the Settlement, and approve this Consent Judgment; and

(3) Retain jurisdiction, pursuant to Section 664.6 of the Code of Civil Procedure, after the Consent Judgment is entered in order to enforce, modify, or terminate this Consent Judgment.

IT IS SO STIPULATED:

CLEAN PRODUCT ADVOCATES, LLC

Dated: 6/26/2026, 2026

By: _____
Dekee Yangzom
Deki Yangzom, Director

Dated: 8/17/2026, 2026

ABBOT'S BUTCHER, INC.

_____
By:
Its:

ORDER APPROVING AGREEMENT

Based upon the Parties' stipulation and good cause appearing, this agreement is approved and is hereby entered according to its terms.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated:_____, 2026

_____

JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE

I am employed in the **County of Ventura, State of California.** I am over the age of 18 and not a party to this action; my current business address is **638 Lindero Canyon Road, No. 421, Oak Park, California 91377**

On September 2, 2026, I served the following document(s) described as:

Clean Product Advocates LLC's Notice Of Motion & Motion to Confirm Settlement; Declarations of Elham Shabatian & Howard Silver

The foregoing documents were served by the following means:

_____ (BY U.S. MAIL) I enclosed the documents in a sealed envelope or package addressed to the person(s) listed below and placed the envelope for collection and mailing following ordinary business practices. I am readily familiar with the with the practice for collection and processing documents for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage fully prepaid at Thousand Oaks, California in the ordinary course of business.

___X___ (BY EMAIL) I caused the documents to be sent to the person(s) listed below at the corresponding email address. I did not receive within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Executed on September 2, 2026 at Oak Park, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

HOWARD D. SILVER

SERVICE LIST

Matthew R. Orr SBN 211097
Amin Wasserman Gurnani, LLP
515 South Flower Street, 18th Floor
Los Angeles, California 90071
T: (213) 933-2330
F: (312) 884-7352
E: morr@awglaw.com

California Attorney General
Prop65.motions@doj.ca.gov

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ROB BONTA
Attorney General

60-Day Notice Search Results

Showing 1 to 1 of 1 Notices

AG Number 2025-01121 (View Details)

Notice PDF: 2025-01121.pdf

Date Filed: 04/08/2025

Noticing Party: Clean Product Advocates, LLC

Plaintiff Attorney: Cliffwood Law Firm, PC

Alleged Violators: Ratto Bros., Inc.; Stater Bros. Markets

Chemical: Lead

Source: Ratto Bros Fresh Collard

Complaints (2) Settlement (1) Judgment (0)

Data Export (up to 1,000 records):

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