



1 **1. RECITALS**

2 **1.1 The Parties**

3 **1.1.1** This Consent Judgment (“Consent Judgment”) is entered into by and  
4 between APS&EE, LLC (“Plaintiff”) and Nested Naturals Inc. (“Defendant”). Plaintiff and  
5 Defendant shall hereinafter collectively be referred to as the “Parties”.

6 **1.1.2** APS&EE is an organization based in California with an interest in  
7 protecting the environment, improving human health and the health of ecosystems, and  
8 supporting environmentally sound practices, which includes promoting awareness of exposure to  
9 toxic chemicals and reducing exposure to hazardous substances found in consumer products.

10 **1.1.3** Plaintiff alleges that Defendant is a person in the course of doing business  
11 as the term is defined in California *Health & Safety Code* section 25249.6 et seq. (“Proposition  
12 65”).

13 **1.2 Allegations**

14 **1.2.1** Plaintiff alleges that Defendant manufactured, distributed, sold, or offered  
15 for sale Nested Naturals Super Greens, including but not limited to chocolate flavor (hereinafter,  
16 the “Products”), in the State of California causing users in California to be exposed to hazardous  
17 levels of Lead without providing “clear and reasonable warnings”, in violation of Proposition 65.  
18 Lead is potentially subject to Proposition 65 warning requirements because it is listed as known  
19 to cause cancer and birth defects or other reproductive harm.

20 **1.2.2** On September 19, 2024, Plaintiff sent a Sixty-Day Notice of Violation  
21 (the “Notice”) to Defendant and The TJX Companies, Inc., as well as the various public  
22 enforcement agencies regarding the alleged violation of Proposition 65 with respect to the  
23 Products. On December 3, 2024, Plaintiff, acting in the public interest, filed the instant action  
24 (the “Complaint”) in the Superior Court for the County of Los Angeles, alleging violations of  
25 Proposition 65.

26 **1.3 No Admissions**

27 Defendant denies all allegations in Plaintiff’s Notice and Complaint and maintains that  
28 the Products have been, and are, in compliance with all laws, and that Defendant has not violated

1 Proposition 65. This Consent Judgment shall not be construed as an admission of liability by  
2 Defendant but to the contrary as a compromise of claims that are expressly contested and denied.  
3 However, nothing in this section shall affect the Parties' obligations, duties, and responsibilities  
4 under this Consent Judgment.

#### 5 **1.4 Compromise**

6 The Parties enter into this Consent Judgment in order to resolve the controversy  
7 described above in a manner consistent with prior Proposition 65 settlements and consent  
8 judgments that were entered in the public interest and to avoid prolonged and costly litigation  
9 between them.

#### 10 **1.5 Jurisdiction and Venue**

11 For purposes of this Consent Judgment only, the Parties stipulate that the above-entitled  
12 Court has jurisdiction over Defendant as to the allegations in the Complaint, that venue is proper  
13 in Los Angeles County, and that this Court has jurisdiction to enter and enforce the provisions of  
14 this Consent Judgment pursuant to California Code of Civil Procedure Section 664.6 and  
15 Proposition 65.

#### 16 **1.6 Effective Date**

17 The "Effective Date" shall be the date this Consent Judgment is approved and entered by  
18 the Court.

### 19 **2. INJUNCTIVE RELIEF**

#### 20 **2.1 Reformulation Standard**

21 As of the Effective Date, Defendant shall not sell, distribute, or cause the Products to be  
22 offered for sale in California unless: (a) the Products expose a person to less than 0.5 micrograms  
23 of lead per day based on the recommended Daily Serving as calculated below in Section 2.2, or  
24 (b) the Products are distributed, sold, or offered for sale with a clear and reasonable warning as  
25 described below in Section 2.3.

#### 26 **2.2 Exposure Calculation**

27 **2.2.1** A "Daily Serving" (for purposes of determining Proposition 65  
28 compliance for chemicals present in the Products) shall be defined by the serving size set forth

1 on the label of the Products under "Nutrition Facts", "Supplement Facts", or equivalent. If the  
2 label, package, or Product display page on the internet<sup>1</sup> do not recommend a number of daily  
3 servings, then the number of daily servings shall be one.

4           **2.2.2** The daily exposure shall be calculated by using the following formula:  
5 micrograms of lead per gram, multiplied by grams of Product per serving, multiplied by servings  
6 of the Product per day.

### 7           **2.3     Proposition 65 Warnings**

8           Commencing on the Effective Date, Defendant agrees any Product sold that does not  
9 satisfy the formulation standard set forth in paragraph 2.1 shall contain a Proposition 65  
10 warning. Defendant agrees that each warning shall be prominently placed with such  
11 conspicuousness, as compared with other words, statements, designs, or devices as to render it  
12 likely to be read and understood by an ordinary individual under customary conditions before  
13 purchase. Each warning shall be provided in a manner such that the consumer or user  
14 understands to which *specific* products the warning applies, so as to minimize the risk of  
15 consumer confusion.

16           For purposes of this Consent Judgment, a clear and reasonable warning for the Products  
17 shall consist of a warning affixed to each Product label sold in California by Defendant.  
18 Defendant may additionally include such warning on a placard, shelf tag, sign or electronic  
19 device or automatic process that contains one of the following statements:  
20

21  
22           **1) “WARNING:” [or] “CA WARNING:” [or]**  
23           **“CALIFORNIA WARNING:”**: Consuming this  
24           product can expose you to lead which is known to the  
25           State of California to cause cancer and birth defects or  
26           other reproductive harm. For more information go to  
27           [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

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<sup>1</sup> The “Product display page on the internet” applies to Products purchased therefrom, not to Products purchased elsewhere, such as a brick-and-mortar retail store.

OR

SHORT FORM

2) “WARNING:” [or] “CA WARNING:” [or]  
“CALIFORNIA WARNING:” Risk of cancer and  
reproductive harm from exposure to lead. See  
[www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

OR

SHORT FORM

3) “WARNING:” [or] “CA WARNING:” [or]  
“CALIFORNIA WARNING:” Can expose you to  
lead, a carcinogen and reproductive toxicant. See  
[www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

OR

SHORT FORM ON  
A PRODUCT  
MANUFACTURED  
AND LABELED  
PRIOR TO 1/1/28,  
REGARDLESS OF  
DATE OF SALE

4) **WARNING:** Cancer and Reproductive Harm –  
[www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

Defendant shall use the phrase “cancer and” and “carcinogen and” in the warnings if the Exposure Calculation is greater than 15 micrograms of lead as determined pursuant to the methodology set forth in Section 2.2, or if it has reason to believe that another Proposition 65 chemical is present at a level requiring a cancer warning. Where the warning is provided on the food product label, it must be set off from other surrounding information and enclosed in a box. Where a specific food product sign, label, placard, or shelf tag is used to provide a warning, it must be 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 prior to sale. In no case shall a short form warning statement appear in a type size smaller than 6-point type. Where a sign, labeling, or label as defined in Section 25600.1 used to provide a warning includes consumer information in a language other than English, the warning must also be provided in that language in addition to English.

1 To the extent Products are sold online, a warning that complies with the content  
2 requirements of Cal. Code Regs Tit. 27, § 25607.2 must be provided via of the following  
3 methods: (1) A warning on the product display page; (2) A clearly marked hyperlink using the  
4 word “WARNING” or the words “CA WARNING” or “CALIFORNIA WARNING” on the  
5 product display page that links to the warning; or (3) An otherwise prominently displayed  
6 warning provided to the purchaser prior to completing the purchase. If a warning is provided  
7 using the short-form label content, the warning provided on the website may use the same  
8 content. For purposes of this section, a warning is not prominently displayed if the purchaser  
9 must search for it in the general content of the website. These requirements extend to any  
10 websites under the exclusive control of Defendant where Products are sold into California. In  
11 addition, Defendant shall comply with 27 CCR section 25600.2(b) and instruct any third-party  
12 website to which it directly sells its Products to include the same online warning, as set forth  
13 above, as a condition of selling the Products in California.  
14

15 The Parties agree that Defendant shall be deemed to be in compliance with the warning  
16 requirements of this Consent Judgment by adhering to § 2 of this Settlement Agreement or by  
17 complying with warning regulations adopted by the State of California’s OEHHA applicable to  
18 the Products and the exposure at issue. There shall be no obligation for Defendant to provide a  
19 warning for Products that entered the stream of commerce downstream from Defendant prior to  
20 the Effective Date, and the Section 4 release applies to all such Products.

### 21 **3. PAYMENTS**

#### 22 **3.1 Civil Penalty Pursuant To Proposition 65**

23 In settlement of all claims referred to in this Consent Judgment, Defendant shall pay a  
24 total civil penalty of four thousand dollars (\$4,000.00) to be apportioned in accordance with  
25 *Health and Safety Code* section 25249.12(c)(1) and (d), with 75% (\$3,000.00) for State of  
26 California Office of Environmental Health Hazard Assessment (“OEHHA”), and the remaining  
27 25% (\$1,000.00) for Plaintiff.

28 Defendant shall issue these payments collectively as part of the total payment described  
below in Section 3.2 via wire transfer to Law Offices of Lucas T. Novak. After receipt of the

1 wire transfer, Law Offices of Lucas T. Novak shall be responsible for forwarding the respective  
2 payments to OEHHA and APS&EE.

### 3 **3.2 Reimbursement Of Plaintiff's Fees And Costs**

4 Defendant shall reimburse Plaintiff's reasonable experts' and attorney's fees and costs  
5 incurred in prosecuting the instant action for all work performed through execution and approval  
6 of this Consent Judgment, in the amount of eighteen thousand dollars (\$18,000.00). Accordingly,  
7 Defendant shall remit total payment via wire transfer to Law Offices of Lucas T. Novak in the  
8 amount of twenty-two thousand dollars (\$22,000.00), which includes the civil penalty described  
9 in Section 3.1, within five (5) business days of the Effective Date. Wire instructions have been  
10 exchanged between the Parties.

## 11 **4. RELEASES**

### 12 **4.1 Plaintiff's Release Of Defendant**

13 Plaintiff, acting in its individual capacity, and in the public interest, in consideration of  
14 the promises and monetary payments contained herein, hereby releases Defendant, its parents,  
15 subsidiaries, shareholders, directors, members, officers, employees, attorneys, successors and  
16 assignees, and Defendant's upstream and downstream distributors, manufacturers, retailers, and  
17 franchisees, including but not limited to, The TJX Companies, Inc. and Grocery Outlet Inc. (all  
18 of the foregoing, collectively "Released Parties"), from any and all claims for violation of  
19 Proposition 65 regarding failure to warn about Lead exposure from the Products before and up to  
20 the Effective Date, including but not limited to claims asserted in the Notice and Complaint.  
21 Plaintiff, on behalf of itself only, hereby fully releases and discharges the Released Parties from  
22 any and all claims, actions, causes of action, suits, demands, liabilities, damages, penalties, fees,  
23 costs, and expenses asserted, or that could have been asserted from the handling, use, or  
24 consumption of the Products, as to any alleged violation of Proposition 65 or its implementing  
25 regulations arising from the failure to provide Proposition 65 warnings on the Products regarding  
26 lead from the Products up to and including the Effective Date.

1 Within five (5) business days after receipt of full payment from Defendant as described in  
2 Section 3 above, Plaintiff shall file a request for dismissal with prejudice of The TJX Companies,  
3 Inc.

#### 4 **4.2 Defendant's Release Of Plaintiff**

5 Defendant on its own behalf, by this Consent Judgment, waives and releases Plaintiff, its  
6 shareholders, directors, members, officers, employees, attorneys, experts, successors and  
7 assignees for actions or statements made or undertaken, whether in the course of investigating  
8 claims or seeking enforcement of Proposition 65 against Defendant in this matter. If any  
9 Released Party should institute any such action, then Plaintiff's release of said Released Party in  
10 this Consent Judgment shall be rendered void and unenforceable.

#### 11 **4.3 Waiver Of Unknown Claims**

12 Each of the Parties acknowledges that it is familiar with Section 1542 of California Civil  
13 Code which provides as follows:

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

20 Each of the Parties waives and relinquishes any right or benefit it has or may have  
21 under Section 1542 of California Civil Code or any similar provision under the statutory or  
22 non-statutory law of any other jurisdiction to the full extent that it may lawfully waive all such  
23 rights and benefits. The Parties acknowledge that each may subsequently discover facts in  
24 addition to, or different from, those that it believes to be true with respect to the claims  
25 released herein. The Parties agree that this Consent Judgment and the releases contained herein  
26 shall be and remain effective in all respects notwithstanding the discovery of such additional or  
27 different facts. Compliance with the terms of this Consent Judgment shall be deemed to  
28 constitute compliance with Proposition 65 by any of the Released Parties regarding alleged  
exposures to lead in the Products, as set forth in the Notices and Complaint. However,  
Released Parties that do not comply with the warning requirements of Section 2.3 after being



instructed to do so are not released from future liability with respect to the failure to warn about exposure to Lead from the Products.

**5. COURT APPROVAL**

Upon execution of this Consent Judgment by all Parties, Plaintiff shall file a noticed Motion for Approval and Entry of Consent Judgment in the above-entitled Court. This Consent Judgment is not effective until it is approved and entered by the Court. It is the intention of the Parties that the Court approve this Consent Judgment, and in furtherance of obtaining such approval, the Parties and their respective counsel agree to mutually employ their best efforts to support the entry of this agreement in a timely manner, including cooperating on drafting and filing any papers in support of the required motion for judicial approval. If this Consent Judgment is not approved by the Court, it shall be void and have no force or effect.

**6. SEVERABILITY**

Should any part or provision of this Consent Judgment for any reason be declared by a Court to be invalid, void or unenforceable, the remaining portions and provisions shall continue in full force and effect.

**7. GOVERNING LAW**

The terms of this Consent Judgment shall be governed by the laws of the State of California. This Consent Judgment is entered into in the State of California and may only be enforced in the State of California.

**8. NOTICES**

All correspondence and notice required to be provided under this Consent Judgment shall be in writing and delivered personally or sent by first class or certified mail addressed as follows:

**TO DEFENDANT:**

Matthew R. Orr, Esq.  
Amin Wasserman Gurnani, LLP  
515 S Flower Street, 18<sup>th</sup> Floor  
Los Angeles, CA 90071

**TO PLAINTIFF:**

Lucas T. Novak, Esq.  
Law Offices of Lucas T. Novak  
8335 W Sunset Blvd., Suite 217  
Los Angeles, CA 90069

1 **9. COUNTERPARTS**

2 This Consent Judgment may be executed in counterparts, each of which shall be deemed  
3 an original, and all of which, when taken together, shall constitute the same document. Execution  
4 and delivery of this Consent Judgment by e-mail, facsimile, or other electronic means shall  
5 constitute legal and binding execution and delivery. Any photocopy of the executed Consent  
6 Judgment shall have the same force and effect as the originals.

7 **10. AUTHORIZATION**

8 The undersigned are authorized to execute this Consent Judgment on behalf of their  
9 respective Parties. Each Party has read, understood, and agrees to all of the terms and conditions  
10 of this Consent Judgment. Each Party warrants to the other that it is free to enter into this  
11 Consent Judgment and is not subject to any conflicting obligation that will or might prevent or  
12 interfere with the execution or performance of this Consent Judgment by said Party.

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11. **ENTIRE AGREEMENT, AUTHORIZATION**

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. 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.

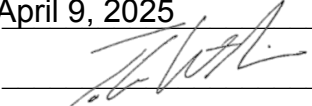
**AGREED TO:**

Date: 4/11/25

By:   
Authorized Representative of APS&EE, LLC

**AGREED TO:**


Date: April 9, 2025

By:   
Authorized Representative of NESTED NATURALS INC.

**IT IS SO ORDERED.**

Dated: 07/15/2025



  
Wendy Chang / Judge

JUDGE OF THE SUPERIOR COURT