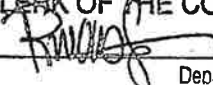


1 Evan Smith (Bar No. SBN 242352)
2 BRODSKY SMITH
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7 *Attorneys for Plaintiff*

FILED
Superior Court of California
County of San Francisco
JUN 09 2026

CLERK OF THE COURT
BY: 
Deputy Clerk

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF SAN FRANCISCO

11 GABRIEL ESPINOZA,
12 Plaintiff,

13 v.

14 WINLAND FOODS, INC.,
15 Defendant.

Case No.: CGC-25-630377

CONSENT JUDGMENT

Judge: Christine Van Aken
Dept.: 301
Hearing Date: June 9, 2026
Hearing Time: 9:00 AM
Complaint Filed: October 21, 2025

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1 **1. INTRODUCTION**

2 **1.1 The Parties.** This Consent Judgment is entered into by and between Gabriel
3 Espinoza acting on behalf of the public interest (hereinafter “Espinoza”) and Winland Foods, Inc.
4 (“Winland” or “Defendant”) with Espinoza and Defendant collectively referred to as the “Parties”
5 and each of them as a “Party.” Espinoza is an individual residing in California that seeks to promote
6 awareness of exposures to toxic chemicals and improve human health by reducing or eliminating
7 hazardous substances contained in consumer products. Winland is alleged to be a person in the
8 course of doing business for purposes of Proposition 65, Cal. Health & Safety Code §§ 25249.6 et
9 seq.

10 **1.2 Allegations and Representations.** Espinoza alleges that Defendant has exposed
11 individuals to lead from its sales of gluten free chickpea spaghetti without providing a clear and
12 reasonable exposure warning pursuant to Proposition 65. Lead is listed pursuant to Proposition 65
13 as a chemical known to the State of California to cause cancer and birth defects or other
14 reproductive harm.

15 **1.3 Notice of Violation/Action.** On March 31, 2025, Espinoza served Target
16 Corporation, Target Brands, Inc., Target Stores, Inc. (collectively, “Target”), Winland, and various
17 public enforcement agencies with documents entitled “60-Day Notice of Violation” pursuant to
18 Health & Safety Code §25249.7(d) (the “Notice”), alleging that Defendant violated Proposition 65
19 for failing to warn consumers and customers that consumption of gluten free chickpea spaghetti
20 exposes consumers in California to lead. No public enforcer has brought and is diligently
21 prosecuting the claims alleged in the Notice. On October 21, 2025, Espinoza filed a complaint (the
22 “Complaint” or “Action”).

23 **1.4** For purposes of this Consent Judgment only, the Parties stipulate that this Court has
24 jurisdiction over Defendant as to the allegations contained in the Action filed in this matter, that
25 venue is proper in the County of San Francisco, and that this Court has jurisdiction to approve,
26 enter, and oversee the enforcement of this Consent Judgment as a full and final binding resolution
27 of all claims which were or could have been raised in the Action based on the facts alleged therein
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1 and in the Notice.

2 1.5 Defendant denies the material allegations contained in Espinoza's Notice and
3 Complaint and maintains that it has not violated Proposition 65. Defendant asserts that any
4 detectible levels of lead in the Covered Products are below the safe harbor levels for Proposition
5 65 or are the result of naturally occurring lead levels, as provided for in California Code of
6 Regulations, Title 27, Section 25501(a). Nothing in this Consent Judgment shall be construed as an
7 admission by Defendant of any fact, finding, issue of law, or violation of law; nor shall compliance
8 with this Consent Judgment constitute or be construed as an admission by Defendant of any fact,
9 finding, conclusion, issue of law, or violation of law, such being specifically denied by Defendant.
10 However, this section shall not diminish or otherwise affect the obligations, responsibilities, and
11 duties of Defendant under this Consent Judgment.

12 **2. DEFINITIONS**

13 2.1 **Covered Products.** The term "Covered Products" means gluten free chickpea
14 spaghetti that are manufactured, distributed, shipped into California and offered for sale in
15 California by Winland.

16 2.2 **Effective Date.** The term "Effective Date" means the date this Consent Judgment is
17 entered as a Judgment of the Court.

18 **3. INJUNCTIVE RELIEF: REFORMULATION AND/OR WARNINGS**

19 3.1 **Reformulation of Products.** Commencing within one hundred twenty (120) days
20 after the Effective Date (hereinafter referred to as the "Compliance Date"), and continuing
21 thereafter, Covered Products that Winland directly manufactures, imports, distributes, sells, or
22 offers for sale in California shall either be: (a) "Reformulated Products" pursuant to § 3.2, below;
23 or (b) labeled with a clear and reasonable exposure warning pursuant to §§ 3.3 - 3.4, below. For
24 purposes of this Settlement Agreement, a "Reformulated Product" is a Covered Product that is in
25 compliance with the standard set forth in § 3.2, below. The warning requirement set forth in §§ 3.3
26 - 3.4 shall not apply to any Reformulated Product and/or any Covered Product that is in the stream
27 of commerce by or before the Compliance Date.
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1 **3.2 Reformulation Standard.** “Reformulated Products” shall mean Covered Products
2 that expose a person to less than 0.5 micrograms of lead per serving. For the purpose of this Consent
3 Judgment, the amount of lead a person is exposed to from a Covered Product shall be calculated
4 using the following formula: micrograms of lead per gram of Covered Product, multiplied by grams
5 of Covered Product per serving size of the Covered Product on the product package, which equates
6 to micrograms of lead exposure per day.

7 For purposes of measuring and determining the micrograms of lead per gram, Covered
8 Products shall be tested for lead at an ISO certified laboratory after being prepared as directed on
9 the product package. The Covered Products shall be prepared as directed on the Covered Product
10 package, and cooked for consumption, in deionized water (lead-free) that is not salted. After
11 cooking and being drained to dry, the Covered Products shall be homogenized for testing via ICP-
12 MS (inductively coupled plasma mass spectrometry (“ICP-MS”)) and tested via standard
13 protocols (for example, AOAC 2015.01 or AOAC 993.14) to a reporting limit of 1 ppb (0.001 µg-
14 Pb/g), if possible.

15 **3.3 Clear and Reasonable Warning.** Commencing as of the Compliance Date, and
16 continuing thereafter, a clear and reasonable exposure warning as set forth in this §§ 3.3 and 3.4
17 must be provided for all Covered Products that Winland manufacturers, imports, distributes, sells,
18 or offers for sale in California that is not a Reformulated Product. There shall be no obligation for
19 Winland to provide an exposure warning for Covered Products that entered the stream of commerce
20 by or before the Compliance Date. The warning shall consist of one of the following **Warning**
21 **Options** described in §§ 3.3(a) or (b), respectively:

22 (a) **Warning Options.** The “Warning” shall consist of one of the following
23 statements: Options 2 and 3 may only be used on the product, affixed to or printed on the Covered
24 Products’ packaging or labeling:

25 **Option 1:**

26 **WARNING [or] CA WARNING [or] CALIFORNIA WARNING:**
27 Consuming this product can expose you to chemicals including lead, which is
28 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.

1 **Option 2:**

2 **WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** Can expose you to
3 lead, a carcinogen and reproductive toxicant. See www.P65Warnings.ca.gov/food.

4 **Option 3:**

5 **WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** Risk of
6 cancer and reproductive harm from exposure to lead. See
7 www.P65Warnings.ca.gov/food.

8 **3.4** A **Warning** provided pursuant to § 3.3 must print the word “**WARNING:**” [or] **CA**
9 **WARNING [or] CALIFORNIA WARNING** in all capital letters and in bold font, followed by a
10 colon. The **Warning** shall be affixed to or printed on the Covered Products’ packaging or labeling,
11 or on a placard, shelf tag, sign or electronic device or automatic process only if such electronic
12 device or automatic process provides the **Warning** without the purchaser having to seek it out,
13 provided that the **Warning** is displayed with such conspicuousness, as compared with other words,
14 statements, or designs as to render it likely to be read and understood by an ordinary individual
15 under customary conditions of purchase or use. A **Warning** provided via an electronic device or
16 automatic process does not apply to internet purchases, which are subject to the provisions of
17 Section 25602(b). Where the **Warning** is provided on the food product label, it must be set off
18 from other surrounding information, and Winland shall enclose the **Warning** in a black box and
19 comply with the content requirements specified in Section 25607.2. If “consumer information,” as
20 that term is defined in Title 27, California Code of Regulations, Section 25600.1(c) as it may be
21 amended from time to time, is provided in a foreign language, Winland shall provide the **Warning**
22 in the foreign language in accordance with applicable warning regulations adopted by the State of
23 California’s Office of Environmental Health Hazard Assessment (“OEHHA”).

24 In addition to affixing the **Warning** to the Covered Product’s packaging or labeling, the
25 **Warning** shall be posted on websites where Winland offers Covered Products for sale to consumers
26 in California. The requirements of this Section shall be satisfied if the **Warning**, or a clearly marked
27 hyperlink using the words “**WARNING,**” “**CA WARNING,**” or “**CALIFORNIA WARNING**”
28 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, Winland shall (a) post the

1 **Warning** on its own website and, if it has the ability to do so, on the websites of its third-party
2 internet sellers; and (b) if it does not have the ability to post the **Warning** on the websites of its
3 third-party internet sellers, provide such sellers with written notice in accordance with Title 27,
4 California Code of Regulations, Section 25600.2. For internet purchases made prior to January 1,
5 2028, a retail seller is not responsible under Section 25600.2(e)(4) for conspicuously posting or
6 displaying the new warning online until 60 calendar days after the retailer receives a warning or a
7 written notice under Section 25600.2(b) and (c) which updates a short-form warning compliant
8 with Section 25603(c) with content compliant with Section 25603(b). Third-party internet sellers
9 of the Product that have been provided with written notice in accordance with Title 27, California
10 Code of Regulations, Section 25600.2 are not released in Section 5 of this Agreement if they fail
11 to meet the warning requirements of this Section.

12 **3.5 Compliance with Warning Regulations.** The Parties agree that Winland shall be
13 deemed to be in compliance with this Settlement Agreement by either adhering to § 3 of this
14 Settlement Agreement or by complying with warning regulations adopted by the State of
15 California's OEHHA applicable to the Product and the exposure at issue. If OEHHA adopts new
16 warning regulations applicable to the Covered Products and exposures at issue, Defendant may
17 choose to provide these warnings at their discretion.

18 **4. MONETARY TERMS**

19 **4.1 Civil Penalty.** Winland shall pay \$6,000.00 as a Civil Penalty pursuant to Health
20 and Safety Code section 25249.7(b), to be apportioned in accordance with California Health &
21 Safety Code § 25192, with 75% of these funds remitted to OEHHA and the remaining 25% of the
22 Civil Penalty remitted to Espinoza, as provided by California Health & Safety Code § 25249.12(d).

23 **4.1.1** Within ten (10) calendar days of the Effective Date, Winland shall issue
24 two separate checks for the Civil Penalty payment to (a) "OEHHA" in the amount of \$4,500.00;
25 and to (b) "Gabriel Espinoza" in the amount of \$1,500.00. Payment owed to Espinoza pursuant to
26 this Section shall be delivered to the following payment address:

27 Evan J. Smith, Esquire
28 Brodsky Smith

1 Two Bala Plaza, Suite 805
2 Bala Cynwyd, PA 19004

3 Payment owed to OEHHA (EIN: 68-0284486) pursuant to this Section shall be delivered directly
4 to OEHHA (Memo Line "Prop 65 Penalties") at one of the following address(es):

5 For United States Postal Service Delivery:

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

11 For Non-United States Postal Service Delivery:

12 Mike Gyurics
13 Fiscal Operations Branch Chief
14 Office of Environmental Health Hazard Assessment
15 1001 I Street
16 Sacramento, CA 95814

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

19 4.2 **Attorneys' Fees.** Within ten calendar (10) days of the Effective Date, Winland shall
20 pay \$58,000.00 to Brodsky Smith as complete reimbursement for Espinoza's attorneys' fees and
21 costs incurred as a result of investigating, bringing this matter to the attention of Winland, litigating
22 and negotiating and obtaining judicial approval of a settlement in the public interest, pursuant to
23 Code of Civil Procedure § 1021.5.

24 **5. RELEASE OF ALL CLAIMS**

25 This Consent Judgment is a full, final, and binding resolution between Espinoza acting on
26 his own behalf, and on behalf of the public interest, and Winland, and its parents, shareholders,
27 members, directors, officers, managers, employees, representatives, agents, attorneys, divisions,
28 subdivisions, subsidiaries, partners, sister companies, and affiliates, and their predecessors,
successors and assigns ("Defendant Releasees"), and all entities to whom they directly or indirectly
distribute or sell Covered Products, including but not limited to manufacturers, suppliers,
distributors, wholesalers, customers, licensors, licensees retailers, including but not limited to
Target, and its parents, subsidiaries, and affiliates, franchisees, and cooperative members

1 (“Downstream Releasees”), of all claims for violations of Proposition 65 based on exposure to lead
2 from use of the Covered Products manufactured, distributed, or sold by Winland by or before the
3 Compliance Date, as set forth in the Notice. It is the Parties’ intention that this Consent Judgment
4 shall have preclusive effect such that no other actions by private enforcers, whether purporting to
5 act in his, her, or its interests or the public interest shall be permitted to pursue and take any action
6 with respect to any violation of Proposition 65 based on exposure to lead from use of the Covered
7 Products that was alleged in the Complaint, or that could have been brought pursuant to the Notice
8 against Winland and the Downstream Releasees (“Proposition 65 Claims”). Winland’s compliance
9 with the terms of this Consent Judgment constitutes compliance with Proposition 65 by Winland
10 with regard to exposure to lead from use of the Covered Products.

11 5.1 In addition to the foregoing, Espinoza, on behalf of himself, his past and current
12 agents, representatives, attorneys, and successors and assignees, and *not* in his representative
13 capacity, hereby waives all rights to institute or participate in, directly or indirectly, any form of
14 legal action and releases Winland, Defendant Releasees, and Downstream Releasees from any and
15 all manner of actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts,
16 agreements, promises, liabilities, damages, charges, losses, costs, expenses, and attorneys’ fees, of
17 any nature whatsoever, known or unknown, in law or equity, fixed or contingent, now or in the
18 future, with respect to any alleged violations of Proposition 65 related to or arising from Covered
19 Products manufactured, distributed, or sold by Winland, Defendant Releasees or Downstream
20 Releasees. With respect to the foregoing waivers and releases in this paragraph, Espinoza hereby
21 specifically waives any and all rights and benefits which he now has, or in the future may have,
22 conferred by virtue of the provisions of § 1542 of the California Civil Code, which provides as
23 follows:

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

1 5.2 Winland waives any and all claims against Espinoza, his attorneys and other
2 representatives, for any and all actions taken, or statements made (or those that could have been
3 taken or made) by Espinoza and his attorneys and other representatives, whether in the course of
4 investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter,
5 and with respect to Covered Products.

6 **6. INTEGRATION**

7 6.1 This Consent Judgment contains the sole and entire agreement of the Parties and
8 any and all prior negotiations and understandings related hereto shall be deemed to have been
9 merged within it. No representations or terms of agreement other than those contained herein exist
10 or have been made by any Party with respect to the other Party or the subject matter hereof.

11 **7. GOVERNING LAW**

12 7.1 The terms of this Consent Judgment shall be governed by the laws of the State of
13 California and apply within the State of California.

14 **8. NOTICES**

15 8.1 Unless specified herein, all correspondence and notices required to be provided
16 pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-
17 class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any party
18 by the other party at the following addresses:

19 For Defendant:

20 Sophia B. Castillo
21 Keller & Heckman LLP
22 Three Embarcadero Center, Ste. 1420
 San Francisco, CA 94111

23 And

24 For Espinoza:

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

27 Any party, from time to time, may specify in writing to the other party a change of address to
28

1 which all notices and other communications shall be sent.

2 **9. COUNTERPARTS; FACSIMILE SIGNATURES**

3 9.1 This Consent Judgment may be executed in counterparts and by facsimile, each of
4 which shall be deemed an original, and all of which, when taken together, shall constitute one and
5 the same document.

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

8 10.1 Espinoza agrees to comply with the requirements set forth in California Health &
9 Safety Code § 25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment.
10 Defendant agrees it shall support approval of such Motion.

11 10.2 This Consent Judgment shall not be effective until it is approved and entered by the
12 Court and shall be null and void if, for any reason, it is not approved by the Court. In such case, the
13 Parties agree to meet and confer on how to proceed and if such agreement is not reached within 30
14 days, the case shall proceed on its normal course.

15 10.3 If the Court approves this Consent Judgment and is reversed or vacated by an
16 appellate court, the Parties shall meet and confer as to whether to modify the terms of this Consent
17 Judgment. If the Parties do not jointly agree on a course of action to take, the case shall proceed on
18 its normal course on the trial court's calendar.

19 **11. MODIFICATION**

20 11.1 This Consent Judgment may be modified only by further stipulation of the Parties
21 and the approval of the Court or upon the granting of a motion brought to the Court by either Party.

22 **12. ATTORNEY'S FEES**

23 12.1 A Party who unsuccessfully brings or contests an action arising out of this Consent
24 Judgment shall be required to pay the prevailing party's reasonable attorney's fees and costs.

25 12.2 Nothing in this Section shall preclude a Party from seeking an award of sanctions
26 pursuant to law.

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1 **13. RETENTION OF JURISDICTION**

2 13.1 This Court shall retain jurisdiction of this matter to implement or modify the
3 Consent Judgment.

4 **14. NOTICE AND OPPORTUNITY TO CURE**

5 14.1 **Enforcement.** The terms of this Consent Judgment shall be enforced exclusively
6 by the Parties hereto. A Party may enforce any of the terms and conditions of this Consent Judgment
7 only after that Party first provides sixty (60) days' notice to the Party allegedly failing to comply
8 with the terms and conditions of this Consent Judgment and attempts to resolve such Party's failure
9 to comply in an open and good faith manner. The provisions of §§ 14.2 through 14.3 shall be the
10 exclusive means of enforcing alleged violations of § 3 of this Consent Judgment.

11 14.2 **Notice of Violation.** Prior to bringing any proceeding to enforce the terms of this
12 Consent Judgment, Plaintiff shall provide a written notice of violation ("NOV") to Winland that
13 includes information sufficient for it to be able to understand and correct the violation including,
14 but not limited to: (a) the name of the Covered Product, (b) the Covered Product's "best by date"
15 and/or lot number, (c) the specific date the Covered Product was sold in California, (c) the store,
16 website, or other place at which the Covered Product was available for sale to consumers, and (d)
17 any other evidence or support for the allegations in the NOV including the Covered Product
18 purchase receipt, Covered Product photos and all test data obtained by Plaintiff regarding the
19 Covered Product.

20 14.3 **Notice of Election Response.** Within 30 days of receiving an NOV, Winland shall
21 serve a Notice of Election ("NOE") either contesting or not contesting the NOV.

22 14.3.1 **Non-Contested NOV.** If Winland that serves a NOE that elects not to
23 contest the NOV, Plaintiff shall take no further action regarding the alleged violation against
24 Winland if Winland meets one of the following conditions.

25 (i) Winland demonstrates the Covered Product entered the stream of
26 commerce by or before the Compliance Date; or
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1 (ii) Winland takes all corrective action steps necessary to bring the sale of
2 the Covered Product into compliance with the terms of this Consent Judgment, or Winland
3 takes all steps necessary to ensure the Covered Product identified in the NOV is no longer
4 sold or offered for sale in California by any and all stores or websites.

5 14.3.2 **Contested NOV.** If Winland serves a NOE electing to contest the NOV, the
6 provisions of this § 14.3.2 shall apply.

7 (i) Winland may offer testing results from four (4) randomly selected
8 samples of the Covered Product, tested pursuant to § 3 of this Consent Judgment, to
9 demonstrate that the Covered Products meet the reformulation standard identified herein,
10 referred to herein as “confirmatory testing.” The Parties agree that any for confirmatory
11 testing, lead found in the 4 Covered Product samples shall be averaged together (the
12 “Sample”) to determine if the Sample of Covered Products meets the reformulation standard
13 identified herein.

14 (ii) If confirmatory testing establishes that lead levels are not in excess of the
15 levels allowed in § 3.2 above, Plaintiff shall take no further action regarding the alleged
16 violation. If confirmatory testing does not establish compliance with § 3.2 herein, Winland
17 may withdraw its NOE to contest the violation and may serve a new NOE pursuant to
18 §14.3.1.

19 (iii) If Winland does not withdraw a NOE to contest the NOV or take
20 necessary action pursuant § 14.3.1 above, the Parties shall meet and confer for a period of
21 no less than 30 days before Plaintiff may take action seeking to enforce the terms of this
22 Consent Judgment.

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15. AUTHORIZATION

15.1 The undersigned are authorized to execute this Consent Judgment on behalf of their respective Parties and have read, understood, and agree 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:

AGREED TO:

Date: _____

Date: April 17, 2026

By: _____
GABRIEL ESPINOZA

By: [Signature]
WINLAND FOODS, INC.

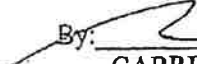
IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

see next page
Judge of Superior Court

1 **15. AUTHORIZATION**

2 15.1 The undersigned are authorized to execute this Consent Judgment on behalf of their
3 respective Parties and have read, understood, and agree to all of the terms and conditions of this
4 document and certify that he or she is fully authorized by the Party he or she represents to execute
5 the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as
6 explicitly provided herein each Party is to bear its own fees and costs.

7
8 **AGREED TO:** **AGREED TO:**
9 Date: 4 | 21 | 26 Date: _____
10 By:  By: _____
11 GABRIEL ESPINOZA WINLAND FOODS, INC.

12
13 **IT IS SO ORDERED, ADJUDGED AND DECREED:**

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15 Dated: 6/9/2026 
16 Judge of Superior Court
17 CHRISTINE VAN AKEN

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