



FILED
San Francisco County Superior Court

AUG 18 2026

CLERK OF THE COURT
BY: Edmund J. [Signature] Deputy Clerk

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CENTER FOR ENVIRONMENTAL HEALTH

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

**CENTER FOR ENVIRONMENTAL
HEALTH,**

Plaintiff,

v.

AESOP USA, INC., et al.,

Defendants.

Case No. CGC-25-623997

**[PROPOSED] CONSENT JUDGMENT
AS TO DEFENDANT PRESSED
JUICERY, INC.**

1. INTRODUCTION

1.1 The Parties to this Consent Judgment are the Center for Environmental Health, a California non-profit corporation ("CEH") and Pressed Juicery, Inc. (referred to herein as "Settling Defendant"). CEH and Settling Defendant (the "Parties") enter into this Consent Judgment to settle certain claims asserted by CEH against Settling Defendant as set forth in the operative complaint ("Complaint") in the above-captioned matter.

1.2 On April 11, 2025, CEH provided a 60-day Notice of Violation of Proposition 65 to the California Attorney General, the District Attorneys of every county in California, the City

1 Attorneys of every California city with a population greater than 750,000, and to Settling
2 Defendant, alleging that Settling Defendant violated Proposition 65 by exposing persons to
3 Bisphenol S ("BPS") contained in thermal receipt paper without first providing a clear and
4 reasonable Proposition 65 warning.

5 1.3 Settling Defendant is a corporation that purchases for use, causes to be purchased
6 for use, provides, or offers to provide thermal receipt paper in the State of California or has done
7 so in the past.

8 1.4 On April 3, 2025, CEH filed the original Complaint in the above-captioned matter.
9 On July 21, 2025, CEH filed the operative First Amended Complaint naming Settling Defendant
10 as a defendant to the action.

11 1.5 For purposes of this Consent Judgment only, the Parties stipulate that this Court
12 has jurisdiction over the allegations of violations contained in the Complaint and personal
13 jurisdiction over Settling Defendant as to the acts alleged in the Complaint, that venue is proper
14 in the County of San Francisco, and that this Court has jurisdiction to enter and enforce this
15 Consent Judgment as a full and final resolution of all claims which were or could have been
16 raised in the Complaint based on the facts alleged therein with respect to Covered Products that
17 Settling Defendant manufactured, distributed, purchased for use, sold, offered to sell, provided, or
18 offered to provide.

19 1.6 Nothing in this Consent Judgment is or shall be construed as an admission by the
20 Parties of any fact, conclusion of law, issue of law, or violation of law, nor shall compliance with
21 the Consent Judgment constitute or be construed as an admission by the Parties of any fact,
22 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall
23 prejudice, waive or impair any right, remedy, argument, or defense the Parties may have in any
24 other pending or future legal proceedings. This Consent Judgment is the product of negotiation
25 and compromise and is accepted by the Parties solely for purposes of settling, compromising, and
26 resolving issues disputed in this action.

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4.2.1 Prior to bringing any motion or application to enforce the requirements of Section 3 above, CEH shall provide Settling Defendant with a notice setting forth the factual basis for the alleged violation of Section 3 and any test results or other data establishing that the Covered Product was not BPS Free or Bisphenol Free, as applicable ("Notice of Violation"). For purposes of enforcement, a detection in excess of 200 parts per million ("ppm") of total content of BPS or any other Bisphenol creates a rebuttable presumption that the Covered Product is not BPS Free or a Bisphenol Free Product. The Notice of Violation must include (i) a copy of the receipt(s) or other allegedly violative thermal paper, (ii) if a receipt does not contain a register number, a description and/or photograph of the location of the register from which such receipt was printed sufficient to allow Settling Defendant to identify the register, or a description of the location from which other allegedly violative Covered Products were found, and (iii) any test results or other data establishing that the Covered Product was not BPS Free or a Bisphenol Free Product.

4.2.2 Settling Defendant shall provide its response to the Notice of Violation within 45 days.

4.2.2.1 If Settling Defendant's response to a Notice of Violation served under this Section 4 demonstrates the Covered Product used at the location identified in the Notice of Violation was obtained directly or indirectly from an upstream supplier that is a party to a consent judgment providing substantially equivalent or more protective reformulation requirements from this set of related cases, CEH shall take no further action against Settling Defendant except as set forth herein. If the upstream supplier successfully demonstrates the Covered Product was BPS Free, CEH shall notify Settling Defendant, which may then respond in accordance with Section 4.2.2.2 or clean the identified register.

4.2.2.2 Settling Defendant may respond to a Notice of Violation by providing tests of the thermal receipt paper used in the register identified in the Notice of Violation before and after a receipt is printed.

- a) If the thermal receipt paper before printing contains less than 200 ppm of the total Bisphenol at issue in the Notice and the thermal receipt paper after printing contains less than 200 ppm of the total Bisphenol at issue in the Notice, Settling Defendant shall provide CEH with a sample of the Covered Product printed from the register so that CEH may confirm the testing. In the event that CEH's test of the Covered Product shows that the product contains more than 200 ppm of the total Bisphenol at issue in the Notice, the Parties shall meet and confer regarding an appropriate remedy. In the event the Parties are unable to reach an agreement, CEH may bring a motion to enforce the Consent Judgment. In the event that CEH's test of the Covered Product confirms that there is less than 200 ppm, CEH shall take no further action on the Notice of Violation.
- b) If the thermal receipt paper before printing contains more than 200 ppm of the total Bisphenol at issue in the Notice, Settling Defendant's response to the Notice of Violation shall identify all known direct and indirect suppliers of the thermal receipt paper and provide CEH with a sample of the thermal receipt paper from the register identified in the Notice of Violation before printing. If the direct or indirect suppliers of the thermal receipt paper are not party to a consent judgment providing substantially equivalent or more protective reformulation requirements, Settling Defendant shall take commercially reasonable steps to obtain an alternative supplier or work with its current supplier to ensure compliant Covered Product is procured moving forward. If Settling Defendant is unable to do so within 90 days following its receipt of the NOV, it shall meet and confer with CEH regarding an appropriate remedy.
- c) If the thermal receipt paper before printing contains less than 200 ppm of the total Bisphenol at issue in the Notice and the thermal receipt paper after printing contains 200 ppm or more of the total Bisphenol at issue in the Notice,

Settling Defendant shall take steps to clean each register identified in the Notice of Violation pursuant to manufacturer recommendations, in order to reduce the potential for future contamination and shall include in its response to the Notice of Violation confirmation that such cleaning has been or will be promptly undertaken.

d) CEH shall not be entitled to any monetary remedy for alleged violation of this Consent Judgment from Settling Defendant to the extent it complies with the injunctive relief in subsections 4.2.2.2(b) and (c) in response to a First Notice of Violation.

4.2.3 If, in response to a first Notice of Violation, Settling Defendant does not or is unable to produce the testing described in Sections 4.2.2.2, CEH shall take no further action against Settling Defendant if it demonstrates the following in response to a first Notice of Violation under this Consent Judgment: (i) the thermal receipt paper used at the location at which the allegedly violative Covered Product was provided was obtained from a direct or indirect supplier that had provided a written specification, test result, or certificate of compliance that the Covered Product was BPS Free or a Bisphenol Free Product, and (ii) the alleged violation has been cured by Settling Defendant.

4.2.4 After the first Notice of Violation, subsequent Notices of Violation shall be subject to the same meet and confer rules outlined in Section 4.1.1. Should attempts at informal resolution fail, CEH may file its enforcement motion or application. The prevailing party on any motion to enforce this Consent Judgment shall be entitled to its reasonable attorneys' fees and costs associated with the motion.

4.2.5 The Parties agree that a Notice of Violation shall not be considered a first notice of violation for purposes of Section 4.2 if either (a) the Covered Product was (i) released by this Consent Judgment or (ii) otherwise complied with its injunctive terms, (b) the Notice of Violation was (x) withdrawn or (y) successfully contested, or (c) Settling Defendant

1 had not previously received a Notice of Violation for Covered Products supplied by the same
2 supplier.

3 **4.3 Remedies.** In the event that CEH and Settling Defendant are unable to resolve a
4 Notice of Violation at a retail location that it owns or operates, CEH may seek injunctive relief in
5 the form of an order from the Court requiring Settling Defendant to provide a clear and
6 reasonable warning of exposures to BPS in thermal paper at the location(s) identified in the
7 Notice of Violation, unless Settling Defendant changes suppliers of thermal paper or cleans the
8 printer(s) identified in the Notice of Violation. Nothing in this Section 4 shall impact the Court's
9 authority in an enforcement proceeding to impose appropriate monetary remedies, if any,
10 including penalties, Additional Settlement Payments and sanctions.

11 **5. PAYMENTS**

12 **5.1 Total Settlement Payment.** Within ten (10) days of the Effective Date, Settling
13 Defendant shall pay the total settlement amount of \$18,750 and no cents as a settlement payment
14 as further set forth in this Section. Any payment by Settling Defendant shall be deemed to be
15 timely and not subject to a late charge and/or other penalty if (1) postmarked (if sent by the
16 United States Postal Service) or (2) delivered to an overnight carrier (e.g. Fed Ex), on or before
17 the deadline set forth in this paragraph.

18 **5.2 Allocation of Payments.** The total settlement amount for Settling Defendant shall
19 be paid in five separate checks or in two electronic transfers, one to LLG's IOLTA account and
20 one to OEHHHA, in the amounts specified below and delivered as set forth below. Any failure by
21 Settling Defendant to comply with the payment terms herein shall be subject to a stipulated late
22 fee to be paid by Settling Defendant in the amount of \$100 for each day the full payment is not
23 received after the applicable payment due date set forth in Section 5.1. The late fees required
24 under this Section shall be recoverable, together with reasonable attorneys' fees, in an
25 enforcement proceeding brought pursuant to Section 4 of this Consent Judgment. The funds paid
26 by Settling Defendant shall be allocated as set forth below between the following categories and
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made payable as follows:

5.2.1 \$2,700 as a civil penalty pursuant to Health & Safety Code § 25249.7(b). The civil penalty payment shall be apportioned in accordance with Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of California's Office of Environmental Health Hazard Assessment). Accordingly, the OEHHA portion of the civil penalty payment for \$2,025 shall be made payable to OEHAA and associated with taxpayer identification number 68-0284486. Unless addressed by an electronic transfer, this payment shall be delivered as follows:

For United States Postal Service Delivery:

Attn: Mike Gyurics
Deputy Director for Administrative Services
Office of Environmental Health Hazard Assessment
P.O. Box 4010, MS #19B
Sacramento, CA 95812-4010

For Non-United States Postal Service Delivery:

Attn: Mike Gyurics
Deputy Director for Administrative Services
Office of Environmental Health Hazard Assessment
1001 I Street, MS #19B
Sacramento, CA 95814

The CEH portion of the civil penalty payment of \$675 shall be made payable to the Center for Environmental Health and associated with taxpayer identification number 94-3251981. Unless addressed by an electronic transfer, this payment shall be delivered to Lexington Law Group, LLP, 503 Divisadero Street, San Francisco, CA 94117.

5.2.2 \$1,950 as an Additional Settlement Payment ("ASP") to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3204 and California Code of Regulations, Title 11, § 3204. CEH intends to place these funds in CEH's Toxics in Food Fund and use them to support CEH programs and activities that seek to educate the public about Bisphenols and other toxic chemicals in food, to work with the food industry and agriculture interests to reduce exposure to Bisphenols and other toxic chemicals in food, and to thereby reduce the public health impacts and risks of exposure to Bisphenols and other toxic chemicals in food sold in California. CEH shall obtain and maintain adequate records to

document that ASPs are spent on these activities and CEH agrees to provide such documentation to the Attorney General within thirty (30) days of any request from the Attorney General. The payment pursuant to this Section shall be made payable to the Center for Environmental Health and associated with taxpayer identification number 94-3251981. Unless addressed by an electronic transfer, this payment shall be delivered to Lexington Law Group, LLP, 503 Divisadero Street, San Francisco, CA 94117.

5.2.3 \$14,100 as a reimbursement of a portion of CEH's reasonable attorneys' fees and costs. The attorneys' fees and cost reimbursement shall be made in two separate checks as follows: (a) \$12,000 payable to the Lexington Law Group, LLP and associated with taxpayer identification number 88-4399775; and (b) \$2,100 payable to the Center for Environmental Health and associated with taxpayer identification number 94-3251981. Unless addressed by an electronic transfer, both of these payments shall be delivered to Lexington Law Group, LLP, 503 Divisadero Street, San Francisco, CA 94117.

5.2.4 To summarize, Settling Defendant shall deliver checks or make electronic transfers made out to the payees and in the amounts set forth below:

Payee	Type	Amount	Deliver To
OEHHA	Penalty	\$ 2,025	OEHHA per Section 5.2.1
Center For Environmental Health	Penalty	\$ 675	LLG
Center For Environmental Health	ASP	\$ 1,950	LLG
Lexington Law Group, LLP	Fee and Cost	\$ 12,000	LLG
Center For Environmental Health	Fee and Cost	\$ 2,100	LLG

5.2.5 Additional Payment for Switching to BPS Free Covered Products.

If, at some time after the Compliance Date, Settling Defendant elects to switch to BPS Free Covered Products as set forth in Section 3.2, Settling Defendant shall make an additional payment of \$6,250 to be divided between a civil penalty, ASP and attorneys' fees and costs as set

forth herein. Of the additional payment, \$2,500 shall be a civil penalty, apportioned in accordance with Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of California's Office of Environmental Health Hazard Assessment ("OEHHA")). Accordingly, the OEHHA portion of the civil penalty payment of \$1,875 shall be made payable to OEHHA, associated with taxpayer identification number 68-0284486, and, unless addressed by an electronic transfer, sent to the OEHHA address set forth in section 5.2.1 above. The CEH portion of the additional civil penalty payment of \$625 shall be made payable to the Center for Environmental Health and associated with taxpayer identification number 94-3251981. \$1,875 of the additional payment shall be made payable to Lexington Law Group, LLP, 503 Divisadero Street, San Francisco, CA 94117 for fees and costs associated with the additional payment. The remaining \$1,875 of the additional payment shall be made payable to the Center for Environmental Health and associated with taxpayer identification number 94-3251981 and shall be used as set forth in Section 5.2.2. Unless addressed by an electronic transfer, both payments to CEH shall be delivered to Lexington Law Group, LLP, 503 Divisadero Street, San Francisco, CA 94117.

6. MODIFICATION AND DISPUTE RESOLUTION

6.1 Modification. This Consent Judgment may be modified from time to time by express written agreement of the Parties, with the approval of the Court, or by an order of this Court upon motion.

6.2 Notice; Meet and Confer. Any Party seeking to modify this Consent Judgment shall attempt in good faith to meet and confer with all affected Parties prior to filing a motion to modify the Consent Judgment.

7. CLAIMS COVERED AND RELEASE

7.1 Provided that Settling Defendant complies in full with its obligations under Section 5 hereof, this Consent Judgment is a full, final, and binding resolution between CEH on behalf of itself and the public interest and such Settling Defendant and its parents, subsidiaries, affiliated entities that are under common ownership, directors, officers, employees, agents,

1 shareholders, predecessors, successors, assigns, attorneys, franchisees and licensees ("Defendant
2 Releasees"), of any violation of Proposition 65 based on failure to warn about alleged exposure to
3 BPS contained in Covered Products for all conduct that occurred prior to the Compliance Date.

4 7.2 Provided that Settling Defendant complies in full with its obligations under
5 Section 5 hereof, CEH, for itself and its agents, successors, and assigns, releases, waives, and
6 forever discharges any and all claims against Settling Defendant and Defendant Releasees arising
7 from any violation of Proposition 65 or any other statutory or common law claims that have been
8 or could have been asserted by CEH regarding the failure to warn about exposure to: (1) any
9 substance listed in the definition of Bisphenol Free Product if Settling Defendant elects to comply
10 with Section 3.1; or (2) BPA and BPS only, if Settling Defendant elects to exercise its option
11 Section 3.2, arising from or in connection with Covered Products that Settling Defendant
12 distributed, purchased for use, sold, offered to sell, provided, or offered to provide prior to the
13 Compliance Date and for all future conduct that complies with Section 3.1 or 3.2 of this Consent
14 Judgment as applicable.

15 7.3 Provided that Settling Defendant complies in full with its obligations under
16 Section 5 hereof, compliance with the terms of this Consent Judgment by Settling Defendant
17 shall constitute compliance with Proposition 65 by Settling Defendant and Defendant Releasees
18 with respect to any alleged failure to warn about BPS or BPA in Covered Products that Settling
19 Defendant distributes, purchases for use, provides or offer to provide for use in California after
20 the Compliance Date.

21 **8. PROVISION OF NOTICE**

22 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
23 notice shall be sent by electronic mail to:
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Mark Todzo
Patrick Carey
Lexington Law Group, LLP
503 Divisadero Street
San Francisco, CA 94117
mtodzo@lexlawgroup.com
pcarey@lexlawgroup.com

8.2 When Settling Defendant is entitled to receive any notice under this Consent Judgment, the notice shall be sent by certified mail to:

General Counsel
Pressed Juicery, Inc.
8671 Hayden Place
Culver City, CA 90232
Dmoroz@Pressed.com

MERTON A. HOWARD, SBN 161125
THOMAS M. HAN, SBN 357926
HANSON BRIDGETT LLP
1000 4th Street, Suite 700
San Rafael, California 94901
mhoward@hansonbridgett.com
than@hansonbridgett.com

8.3 Any Party may modify the person and address to whom the notice is to be sent by sending the other Party notice by first class and electronic mail.

9. COURT APPROVAL

9.1 This Consent Judgment shall become effective upon the date notice is provided to Settling Defendant that it is approved by the Court. CEH shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant shall not oppose entry by the Court and will cooperate in good faith to provide information to the Attorney General and/or the Court to facilitate approval of this Consent Judgment.

9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or effect and shall not be introduced into evidence or otherwise used in any proceeding for any purpose.

1 **10. GOVERNING LAW AND CONSTRUCTION**

2 10.1 The terms of this Consent Judgment shall be governed by the laws of the State of
3 California.

4 **11. ATTORNEYS' FEES**

5 11.1 Should Plaintiff prevail on any motion, application for an order to show cause, or
6 other proceeding to enforce a violation of this Consent Judgment, Plaintiff shall be entitled to its
7 reasonable attorneys' fees and costs incurred as a result of such motion or application. Should
8 Settling Defendant prevail on any motion application for an order to show cause or other
9 proceeding, Settling Defendant may be awarded their reasonable attorneys' fees and costs against
10 Plaintiff as a result of such motion or application upon a finding by the Court that Plaintiff's
11 prosecution of the motion or application lacked substantial justification. For purposes of this
12 Consent Judgment, the term substantial justification shall carry the same meaning as used in the
13 Civil Discovery Act of 1986, Code of Civil Procedure §§ 2016, *et seq.*

14 11.2 Nothing in this Section 11 shall preclude a Party from seeking an award of
15 sanctions pursuant to law.

16 **12. ENTIRE AGREEMENT**

17 12.1 This Consent Judgment contains the sole and entire agreement and understanding
18 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
19 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
20 and therein. There are no warranties, representations, or other agreements between the Parties
21 except as expressly set forth herein. No representations, oral or otherwise, express or implied,
22 other than those specifically referred to in this Consent Judgment have been made by any Party
23 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,
24 shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically
25 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the
26 Parties hereto only to the extent that they are expressly incorporated herein. No supplementation,
27 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in
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1 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent
2 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof
3 whether or not similar, nor shall such waiver constitute a continuing waiver.

4 **13. RETENTION OF JURISDICTION**

5 13.1 This Court shall retain jurisdiction of this matter to implement or modify the
6 Consent Judgment.

7 **14. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

8 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
9 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and
10 execute the Consent Judgment on behalf of the Party represented and legally to bind that Party.

11 **15. SUCCESSORS AND ASSIGNS**

12 15.1 This Consent Judgment shall apply to and be binding upon CEH and Settling
13 Defendant, and their respective divisions, subdivisions, and subsidiaries, and the successors or
14 assigns of any of them.

15 **16. NO EFFECT ON OTHER SETTLEMENTS**

16 16.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim
17 against an entity that is not a Settling Defendant to this Consent Judgment on terms that are
18 different from those contained in this Consent Judgment.

19 16.2 If CEH enters into any consent judgment ("Settlement Document") with any other
20 entity with respect to an alleged failure to warn of alleged exposures to BPS in receipts or thermal
21 receipt paper in which it agrees to different injunctive terms, Settling Defendant may thereafter
22 seek to modify this Consent Judgment to adopt those injunctive terms and comply with them
23 instead of those presently set forth in Section 3. If Settling Defendant seeks to adopt these
24 different injunctive terms, they shall provide notice to CEH consistent with Section 6 of this
25 Consent Judgment and CEH agrees to meet and confer in accordance with that provision and not
26 to oppose Settling Defendant's request for modification provided that the products at issue in the
27 Settlement Document are substantially similar to the Covered Products.

1 **17. EXECUTION IN COUNTERPARTS**

2 17.1 The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile or portable document format (pdf), which taken together shall be deemed to
4 constitute one document.

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6 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

7
8 Dated: Aug. 17, 2026 E. Frank P. Schm
9 Judge of the Superior Court

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11 **IT IS SO STIPULATED:**

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13 Dated: 4/7/2026, 2025 **CENTER FOR ENVIRONMENTAL HEALTH**
14 [Signature]
15 Kizzy Charles-Guzman
16 Director
17 Chief Executive Officer

18 Dated: 4/2/2026, 2025 **PRESSED JUICERY, INC.**
19 DocuSigned by:
20 Deborah Moroz
21 81242196D3444D8...
22 Signature
23 Deborah Moroz
24 Printed Name
25 GC (RIHC) & CPO
26 Title

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6, and CRC 2.251)

I, Edward Santos, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On August 18, 2026, I electronically served:

CONSENT JUDGMENT AS TO DEFENDANT PRESSED JUICERY, INC.

via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Date: AUG 18 2026

Brandon E. Riley, Court Executive Officer

By: Edward J. SL
Edward Santos, Deputy Clerk