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VINEET DUBEY, STATE BAR NO. 243208
CUSTODIO & DUBEY LLP
445 S. Figueroa St., Suite 2520
Los Angeles, CA 90071
Telephone: (213) 593-9095
Facsimile: (213) 785-2899

FILED
Superior Court of California
County of Los Angeles
02/05/2026

David W. Slayton, Executive Officer / Clerk of Court

Attorneys for Plaintiff Ecological Alliance, LLC

By: S. Temblador Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

(Unlimited Jurisdiction)

ECOLOGICAL ALLIANCE, LLC, a California
limited liability company,

Plaintiff,

v.

MAGNOLIA FOODS, LLC, a California
limited liability company, and DOES 1 through
10, inclusive,

Defendant.

Case No.: 25STCV33246

**[PROPOSED] STIPULATED
CONSENT JUDGMENT**

1
2 Plaintiff Ecological Alliance, LLC (“Plaintiff”), and Magnolia Foods, LLC (“Defendant”)
3 hereby enter into this Stipulated Consent Judgment (“Consent Judgment”) as follows:

4 WHEREAS: On or about June 9, 2025, Plaintiff, through Plaintiff’s counsel, served a 60
5 Day Notice (the “Notice”) on Magnolia Foods, LLC, Ralphs Grocery Company, the California
6 Attorney General, the District Attorneys of every County in the State of California, and the City
7 Attorneys for every City in the State of California with a population greater than 750,000
8 (collectively, “Public Prosecutor(s)”) alleging that Defendant violated California’s Safe Drinking
9 Water and Toxic Enforcement Act of 1986, California Health and Safety Code § 25249.6, et seq.,
10 and its implementing regulations (collectively, “Proposition 65”) and that Plaintiff intended to file
11 an enforcement action in the public interest; and

12 WHEREAS: Plaintiff alleges that Defendant manufactured and/or distributed El Comal
13 Pin Wheels containing Lead, (collectively the “Covered Products”) that were sold or distributed
14 for sale in California and further alleges that those Covered Products expose consumers in the
15 State of California to Lead, which is listed by the State of California pursuant to California Health
16 and Safety Code § 25249.8; and

17 WHEREAS: Plaintiff further alleges that persons in the State of California were exposed
18 to Lead in Covered Products without being provided the Proposition 65 warning set out at
19 California Health and Safety Code § 25249.6 and its implementing regulations (“Proposition 65
20 Warning”);

21 WHEREAS: Defendant denies the allegations of the Notice, and denies that it has violated
22 Proposition 65 and expressly denies that it has engaged in any wrongdoing whatsoever,

23 WHEREAS: Plaintiff seeks to provide the public with Proposition 65 warnings and
24 believes that this objective is achieved by the actions described in this Consent Judgment; and

25 WHEREAS: Plaintiff and Defendant wish to resolve their differences without the delay
26 and expense of litigation.

27 NOW THEREFORE BE IT RESOLVED AND AGREED UPON AS BETWEEN
28 PLAINTIFF ACTING IN THE PUBLIC INTEREST AND DEFENDANT AS FOLLOWS:

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INTRODUCTION

- 1.1. On June 9, 2025, Plaintiff served the Notice upon Defendant and on Public Prosecutors. No Public Prosecutors commenced an enforcement action. No Public Prosecutor having commenced an enforcement action, Plaintiff proceeded to file its Complaint against Defendant in the present action.
- 1.2. Defendant employs ten (10) or more persons.
- 1.3. For purposes of this Consent Judgment only, Plaintiff and Defendant (the “Parties”) stipulate that: 1) this Court has jurisdiction over the allegations of violation contained in the Complaint, and personal jurisdiction over Defendant as to the acts alleged in the Complaint; 2) venue is proper in the County of Los Angeles; and 3) this Court has jurisdiction to enter this Consent Judgment as a full and final resolution of all claims which were or could have been raised in the Complaint based on the facts alleged therein with respect to the Covered Products, and of all claims which were or could have been raised by any person or entity based in whole or in part, directly or indirectly, on the facts alleged in the Notice, in the present action, or arising therefrom or related thereto, with respect to Covered Products, including any Proposition 65 claim arising out of an exposure to Covered Products (collectively, “Proposition 65 Claims”).
- 1.4. The Parties enter into this Consent Judgment as a full and final settlement of the Proposition 65 Claims, for the purpose of avoiding prolonged and costly litigation and of resolving the issues raised therein both as to past and future conduct. By execution of this Consent Judgment and agreeing to comply with its terms, the Parties do not admit any fact, conclusion of law, or violation of law, nor shall Defendant’s compliance with the Consent Judgment constitute or be construed as an admission by Defendant of any fact, conclusion of law, or violation of law. Defendant denies the material, factual, and legal allegations in the Notice and the Complaint and expressly denies any wrongdoing whatsoever.

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2. DEFINITIONS

2.1. "Effective Date" shall mean, with respect to this Consent Judgment, the date the Consent Judgment has been approved and entered by the Court.

3. INJUNCTIVE RELIEF

3.1. Within ninety (90) days of the Effective Date, Defendant shall not manufacture or cause to be manufactured any Product that will be sold or offered for sale to California consumers if the level of exposure to Lead to a consumer from the Product exceeds 0.5 micrograms per day based on serving size per day ("Reformulated Product"), unless such Products are labeled with a clear and reasonable Proposition 65 warning pursuant to Section 3.2 below. For the purpose of this Agreement, the amount of Lead a person is exposed to from a Product shall be calculated using the following formula: micrograms of Lead per gram of Product, multiplied by grams of Product per serving size 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 servings in a recommended dosage appearing on the label), which equates to micrograms of Lead exposure per day.

3.2. Warning Option

Per Section 3.1 above, Covered Products shall be accompanied by a warning as described in Section 3.3 below.

3.3. Warning Language

Where required to meet the criteria set forth in Section 3.1 and subject to Section 3.2, Defendant shall display one of the following warning statements on the packaging label of the Products that do not meet the Reformulated Product standard set forth in Section 3.1 above:

- (1) **WARNING:** Consuming this product can expose you to chemicals including Lead, which is known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov/food.

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(2) WARNING: Risk of reproductive harm from exposure to lead. See www.P65Warnings.ca.gov/food.

Defendant must use “cancer and” in the warning if the product exposes consumers to more than 15 micrograms of lead per day. Defendant may include the names of additional chemicals in the warning if they are present in the Products at a level that Defendant reasonably believes would require a Proposition 65 warning. When the warning is provided on the food product label, it must be set off from other surrounding information and enclosed in a box. The word “**WARNING**” must be in all capital letters and bold print.

In addition, for any Covered Product sold over the internet by Defendant, the Warning shall appear prior to checkout on the primary product page, or as a pop-up when a California address is input into the shipping instructions, or on the checkout page when a California delivery address is indicated for any purchase of any Covered Product. The Warning may be provided with a conspicuous hyperlink stating “**WARNING**” in all capital and bold letters so long as the hyperlink goes directly to a page prominently displaying the Warning without content that detracts from the Warning. Given Defendant’s lack of control over third-party websites, the online warning requirements expressed in this Section apply only to Covered Products sold through Defendant’s website. However, Defendant will instruct any third-party website sellers to provide Warnings as a condition of selling the Covered Product.

If the consumer information on the product is in a foreign language, the required Warning Label will also be included in that same foreign language.

3.4. Products in the stream of commerce

The injunctive relief in Section 3 does not apply to Products that are in the stream of commerce (i.e., left Defendant’s possession) within ninety (90) days of the Effective Date.

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4. MONETARY RELIEF

4.1. Within ten (10) days of the Effective Date, Defendant shall pay the total sum of \$70,000 which includes \$24,000 in civil penalties and \$46,000 in payment of Plaintiff's costs and reasonable attorney's fees. The \$24,000 civil penalty shall be apportioned pursuant to Health and Safety Code section 25249.12 (d), with 75%, or \$18,000, paid to the State of California's Office of Environmental Health Hazard Assessment and 25%, or \$6,000, payable to Plaintiff.

4.2. The payments specified in Section 4.1. shall be made by wire transfer to Plaintiff's counsel Custodio & Dubey LLP as set forth below. Plaintiffs' counsel will remit the portions due to the State of California Office of Environmental Health Hazard Assessment and to Plaintiff.

Bank: Bank of America, N.A.
Routing Transit No.: 026009593
Account No.: 325149324377
Beneficiary: Custodio & Dubey LLP

5. CLAIMS COVERED AND RELEASED

5.1. This Consent Judgment is a full, final, and binding resolution between Plaintiff, on behalf of itself, and acting on behalf of the public interest, and Defendant, and all of Defendant's officers, directors, members, shareholders, employees, representatives, attorneys, agents, parent companies, subsidiaries, divisions, affiliates, and the predecessors, successors, and assigns of any of them (collectively the "Defendant Releasees"), as well as all other upstream and downstream entities in the distribution chain for the Covered Products, including but not limited to manufacturers, retailers (including Ralphs Grocery Company), suppliers, distributors, marketplace hosts, wholesalers, customers, private label customers, franchisees, licensees, licensors, and cooperative members, and all of their officers, directors, members, shareholders, employees, representatives, attorneys, agents, parent companies, subsidiaries, divisions,

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2 affiliates, predecessors, successors, and assigns (collectively, the “Released Parties”), for
3 any alleged violation of Proposition 65, and its implementing regulations, for failure to
4 provide Proposition 65 warnings for the Covered Products with respect to Lead, and fully
5 resolves all claims that have been brought, or which could have been brought in this
6 action up to and including the Effective Date. Plaintiff on behalf of itself, and in the
7 public interest, hereby discharges the Defendant Releasees and Released Parties from any
8 and all claims, actions, causes of action, suits, demands, liabilities, damages, civil
9 penalties, obligations, debts, losses, fees, costs and expenses asserted with respect to any
10 alleged violation of Proposition 65 arising from the failure to provide Proposition 65
11 warnings about exposures to Lead for any or all of the Covered Products sold through
12 ninety (90) days after the Effective Date of the Consent Judgment. Compliance by
13 Defendant with the terms of this Consent Judgment shall constitute compliance with
14 Proposition 65 with respect to Lead in the Covered Products as set forth in the Notice
15 and/or the Complaint. Nothing in this provision shall release any third-party website
16 sellers who are instructed pursuant to section 3.3 above to provide warnings as a
17 condition of selling the Covered Product and who fail to provide the Warning.

18 5.2. Plaintiff, acting in its individual capacity only, and in consideration of the
19 promises and monetary payments contained herein, hereby releases Defendant Releasees
20 and Released Parties from any alleged claim, cause of action, action, suit, demand,
21 liabilities, damages, civil penalties, obligations, debts, losses, fees, costs and expenses for
22 alleged failure to provide Proposition 65 warnings for the Covered Products that
23 Defendant has sold or caused to be sold in California up to and including the Effective
24 Date.

25 5.3. It is possible that other claims not known to the Parties arising out of the facts contained
26 in the Notice, or alleged in the Complaint, relating to the Covered Products, will
27 hereafter be discovered or developed. Plaintiff, on behalf of itself only, on the one hand,
28 and Defendant, on the other hand, acknowledge that this Consent Judgment is expressly

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intended to cover and include all such claims through and including the Effective Date, including all rights of action thereon. Plaintiff and Defendant acknowledge that the claims released in Sections 5.1 and 5.2 may include unknown claims, and nevertheless intend to release such claims, and in doing so waive California Civil Code § 1542 which 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.

5.4. Plaintiff understands and acknowledges that the significance and consequence of this waiver of California Civil Code § 1542 is that even if Plaintiff suffers future damages arising out of or resulting from, or related directly or indirectly to, in whole or in part, the Covered Products, including but not limited to any exposure to, or failure to warn with respect to exposure to, chemicals in or from the Covered Products, Plaintiff will not be able to make any claim for those damages against any of the Defendant Releasees or the Released Parties.

6. COMPLIANCE WITH HEALTH AND SAFETY CODE SECTION 25249.7(F)

6.1. Plaintiff and its attorneys agree to comply with the reporting form requirements referenced in California Health and Safety Code § 25249.7(f).

7. PROVISION OF NOTICE

7.1. When any Party is entitled to receive any notice or writing under this Consent Judgment, the notice or writing shall be sent by first class certified mail with return receipt requested, or by electronic mail, as follows:

To Defendant:
Michael Gleason, Esq.
Hahn Loeser & Parks LLP

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One America Plaza
600 West Broadway, Suite 1500
San Diego, CA 92101
mgleason@hahnlaw.com

To Plaintiff:
Vineet Dubey, Esq.
Custodio & Dubey LLP
445 S. Figueroa St., Ste 2520
Los Angeles, CA 90071
dubey@cd-lawyers.com

7.2. Any party may modify the person and address to whom the notice is to be sent by sending the other Party notice that is transmitted in the manner set forth in section 7.1.

8. COURT APPROVAL

8.1. Upon execution of his Consent Judgment by all Parties, Plaintiff shall prepare and file, at its sole cost and expense, a Motion for Approval of this Consent Judgment that Defendant shall not oppose. This Consent Judgment shall not become effective until approved and entered by the Court. 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.

9. GOVERNING LAW AND CONSTRUCTION

9.1. The terms of this Consent Judgment shall be governed by the laws of the State of California, and shall apply only to Covered Products sold in California.

10. ENTIRE AGREEMENT

10.1. This Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, or understandings related thereto, if any, are hereby merged herein and therein.

10.2. There are no warranties, representations, or other agreements between the Parties except as expressly set forth herein. No representations, oral or otherwise, express or implied, other than those specifically referred to in this Consent Judgment have been

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made by any Party hereto.

10.3. No other agreements not specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto only to the extent that they are expressly incorporated herein.

10.4. No supplementation, modification, waiver, or termination of this Consent Judgment shall be binding unless executed in writing by the Party to be bound thereby, and approved and ordered by the Court.

10.5. No waiver of any of the provisions of this Consent Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof whether or not similar, nor shall such waiver constitute a continuing waiver.

11. RETENTION OF JURISDICTION

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

12. NO EFFECT ON OTHER SETTLEMENTS

12.1. Nothing in this Consent Judgment shall preclude Plaintiff from resolving any claim against another entity on terms that are different from those contained in this Consent Judgment.

13. EXECUTION IN COUNTERPARTS

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

14. AUTHORIZATION

14.1. The undersigned are authorized to stipulate to, enter into, and execute this Consent

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Judgment on behalf of their respective parties, and have read, understood, and agree to all of the terms and conditions of this Consent Judgment.

15. SEVERABILITY

15.1. If subsequent to Court approval of this Consent Judgment, any part or provision is declared by a Court to be invalid, void, or unenforceable, the remaining portions or provisions shall continue in full force and effect to the extent they implement the Parties' intent.

AGREED TO:

Ecological Alliance LLC

Date: November 7, 2025

By: [Signature]
Harmony Welsh, Managing Member

AGREED TO:

Magnolia Foods, LLC

Date: November 6, 2025

By: [Signature]
Armando J Strozzi / General Mgr.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to Health & Safety Code § 25249.7(f)(4) and Code of Civil Procedure § 664.6, judgment is hereby entered.

Dated: 02/05/2026



[Signature]
JUDGE OF THE SUPERIOR COURT
Alison Mackenzie / Judge