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6 Attorney for Defendants THE COCA-COLA  
COMPANY (erroneously sued as TOPO CHICO)  
7 and STATER BROS. MARKETS INC.

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF SAN DIEGO**

10  
11  
12 BLUE WATER COSAINT, LLC, a  
13 California limited liability company

14 Plaintiff,

15 v.

16 TOPO CHICO, business organization, form  
17 unknown; STATER BROS. MARKETS, a  
California corporation; and DOES 1 through  
18 10, inclusive,

19 Defendants.

Case No. 37-2022-00008167-CU-MC-CTL

**[PROPOSED] REVISED CONSENT  
JUDGMENT**

Dept: C-71

Judge: Hon. Gregory W. Pollack

Action Filed: March 2, 2022

Trial Date: June 26, 2026

1 **I. INTRODUCTION**

2 **A. The Parties**

3 This Consent Judgment is entered into by and between plaintiff Blue Water Cosaint, LLC  
4 (“Blue Water” or “Plaintiff”) and defendant The Coca-Cola Company (“TCCC” or  
5 “Defendant”), with Plaintiff and Defendant collectively referred to as the “Parties.” The releases  
6 set forth herein will apply to and release defendant Statler Bros. Markets, Inc. and other parties  
7 as more fully described below (individually referred to as “Stater Bros.” and collectively referred  
8 to along with TCCC as “Defendants”).

9 **B. Plaintiff**

10 Per the Complaint filed in this action, Blue Water is a limited liability company located in  
11 San Diego County, California who brings the instant action in the public interest pursuant to  
12 California Health & Safety Code Section 25249.7, subdivision (d) (“Proposition 65”).

13 **C. Defendant**

14 Defendant is a business that for purposes of this consent judgment falls within the  
15 definition of a person in the course of doing business for purposes of Health & Safety Code  
16 §25249.6 *et seq.*

17 **D. General Allegations**

18 Plaintiff alleges that Topo Chico Mineral Water (“Products”) exposes the consumer to the  
19 chemical Perfluorooctanoic acid (“PFOA”) at levels that require a warning under Proposition 65.  
20 Defendants deny these allegations. Plaintiff alleges Defendants have and continues to  
21 manufacture, package, distribute, market and/or offer the Products for sale or use in California  
22 and the County of San Diego.

23 **E. Notices of Violation**

24 Per the Complaint, on May 12, 2021, Plaintiff sent Defendants and various public  
25 enforcement agencies a “60-Day Notice of Violation” (“Notice”) that provided Defendants and  
26 public enforcers with notice of alleged violations of Health & Safety Code § 25249.6 for failing  
27 to warn consumers that the Products that Defendants sold exposed users in California to PFOA.  
28 No public enforcer has diligently prosecuted the allegations set forth in the Notice.

1           **F.     Complaint**

2           On March 2, 2022, Plaintiff, who was and is acting in the interest of the general public in  
3 California, filed a complaint (“Complaint” or “Action”) in this case in the Superior Court of the  
4 State of California for the County of San Diego against Defendants and Does 1 through 10,  
5 alleging violations of Health & Safety Code Section 25249.6 regarding the Products. Defendants  
6 filed their answers to the Complaint on April 20, 2022.

7           **G.     No Admission**

8           Defendants deny all allegations without waiver, admission or exception, including the  
9 allegations of fact and law contained in Plaintiff’s Notice and Complaint, and maintain all  
10 Products that they have sold and distributed in California have been and are in compliance with  
11 all applicable laws relevant to Plaintiff’s claims. Nothing in this Consent Judgment shall be  
12 construed as an admission by Defendants of any fact, finding, issue of law, or violation of law;  
13 nor shall compliance with this Consent Judgment constitute or be construed as an admission by  
14 Defendants of any fact, finding, conclusion, issue of law, or violation of law, such being  
15 specifically denied by Defendants. However, this Section shall not diminish or otherwise affect  
16 Defendant’s obligations, responsibilities, and duties under this Consent Judgment.

17           **H.     Consent to Jurisdiction**

18           For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
19 jurisdiction over Defendants as to the allegations contained in the Complaint, that venue is  
20 proper in the County of San Diego and that this Court has jurisdiction to enter and enforce the  
21 provisions of this Consent Judgment.

22           **I.     Effective Date**

23           For purposes of this Consent Judgment, the term “Effective Date” shall mean the date the  
24 Consent Judgment is entered by the Court.

25 **II.    INJUNCTIVE RELIEF**

26           **A.     Treatment**

27           Plaintiff alleges it served a Notice of Violation on May 12, 2021 based upon a test of a  
28 sample of Topo Chico. Defendant represents that it then made several significant improvements

1 related to the treatment of the water used in the production of the Products that provide a  
2 substantial benefit to the public in terms of reducing and/or eliminating the possibility of PFOA  
3 including:

4 • Redesigned and optimized a water treatment system consisting of a Granular  
5 Activated Carbon (“GAC”) filtration system that utilizes a “lead” treatment unit consisting of  
6 two tanks with GAC filtration and a “lag” treatment unit consisting of two tanks with GAC  
7 filtration;

8 • Optimized the GAC treatment by testing and upgrading to an improved GAC  
9 filter media, specifically Calgon F200 AWD-LF 12x40, to improve PFOA removal  
10 effectiveness;

11 • Increased the frequency of the change-out of the GAC media to every 12 months  
12 or sooner as needed; and

13 • Optimized the empty bed contact time (“EBCT”) for the flow through the GAC  
14 system to improve the PFOA-removal efficiency.

15 The above improvements to the treatment system shall be referred to herein as “Improved  
16 Treatment System.” As of the Effective Date, Defendant shall only manufacture or cause to be  
17 manufactured Products for sale in California that have been treated pursuant to the Improved  
18 Treatment System, allowing for future modifications that have the same or better treatment for  
19 PFOA, and will maintain its regular testing to ensure the system is properly working, and in any  
20 event, will at a minimum test the system within one year of the entry of this Consent Judgment to  
21 ensure the system is properly working.

### 22 **III. MONETARY PAYMENTS**

#### 23 **A. Payments Pursuant to Health & Safety Code §25249.7, subdivision (b)**

24 Pursuant to Health & Safety Code § 25249.7, subdivision (b), the total civil penalty  
25 assessed shall be \$10,000 to be paid by Defendant. Civil penalties are to be apportioned in  
26 accordance with California Health & Safety Code § 25192, with 75% of these funds remitted to  
27 the State of California’s Office of Environmental Health Hazard Assessment (“OEHHA”) and  
28 the remaining 25% of the penalty remitted to Plaintiff under California Health & Safety Code

1 §25249.12, subdivision (d). Defendant shall issue two separate checks for the penalty payment:  
2 (a) one check made payable to “The Law Offices of George Rikos in Trust For OEHHA” in the  
3 amount of \$7,500, representing 75% of the total penalty; and (b) one check to “The Law Offices  
4 of George Rikos in Trust for Blue Water Cosaint, LLC” in the amount of \$2,500, representing  
5 25% of the total penalty. Two separate 1099s shall be issued for the above payments: (a)  
6 OEHHA, P.O. Box 4010, Sacramento, CA, 95814 (EIN: 68-0284486); and (b) Blue Water  
7 Cosaint, LLC, which information shall be provided five (5) calendar days before the payment is  
8 due. Payment shall be delivered to the Law Offices of George Rikos as his address of record in  
9 this action within thirty (30) days of the date that this proposed Consent Judgment is executed by  
10 all parties and approved by the Court.

11 **IV. REIMBURSEMENT OF FEES AND COSTS**

12 **A. Attorney Fees and Costs**

13 The Parties have negotiated at arms-length and agreed to the compensation due to  
14 Plaintiff and its counsel under general contract principles and the private attorney general  
15 doctrine codified at California Code of Civil Procedure Section 1021.5 for all work performed  
16 through the mutual execution, filing, Court approval and all other actions related to this action  
17 and this Consent Judgment. Defendant shall reimburse Plaintiff and his counsel a total of  
18 \$70,000 for all attorney fees and costs incurred, including those related to the investigation,  
19 Notice, this lawsuit and all related proceedings, and negotiating a settlement in the public  
20 interest. Defendant shall issue a separate 1099 for fees and costs (EIN: 20-3929984) and shall  
21 make the check payable to “The Law Offices of George Rikos.” Payment shall be delivered to  
22 the Law Offices of George Rikos as his address of record in this action within thirty (30) days of  
23 the date that this proposed Consent Judgment is executed by all parties and approved by the  
24 Court.

25 **V. RELEASE OF ALL CLAIMS**

26 **A. Plaintiff’s Release of Defendants**

27 In further consideration of the promises and agreements herein contained, the injunctive  
28 relief commitments set forth in Section 2.1, and for the payments to be made pursuant to

1 Sections 3 and 4, Plaintiff on behalf of itself, its past and current agents, representatives,  
2 attorneys, successors, and/or assignees, and in the interest of the general public, hereby waives  
3 all rights to institute or participate in, directly or indirectly, any form of legal action and releases  
4 all claims, including, without limitation, all actions, and causes of action, in law or in equity,  
5 suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses  
6 (including, but not limited to, investigation fees, expert fees, and attorneys' fees) of any nature  
7 whatsoever, fixed or contingent (collectively "claims") for violation of Proposition 65 regarding  
8 exposure to PFOA in the Products for Products sold through the Effective Date against  
9 Defendants and each of their related parties and downstream customers (including Stater Bros.),  
10 including but not limited to their wholesalers, licensors, licensees, import partners, auctioneers,  
11 retailers, franchisees, dealers, customers, owners, purchasers, users, parent companies, corporate  
12 affiliates, subsidiaries, and their respective officers, directors, attorneys, representatives,  
13 shareholders, agents, and employees, and sister and parent entities. This release is limited to  
14 those claims that arise under Proposition 65, as such claims relate to the alleged failure to warn  
15 about the alleged exposures to chemicals in the Products. Compliance with the terms of this  
16 Consent Judgment shall constitute compliance with Proposition 65 as to exposure to PFOA in the  
17 Products.

18 **B. Defendants' Release of Plaintiff**

19 Defendants waive any and all claims against Plaintiff, its attorneys, and other  
20 representatives for any and all actions taken or statements made (or those that could have been  
21 taken or made) by Plaintiff and its attorneys and other representatives, whether in the course of  
22 investigating claims or otherwise seeking enforcement of Proposition 65 against them in this  
23 matter, and/or with respect to the Products.

24 **VI. COURT APPROVAL**

25 This Consent Judgment is not effective until it is approved and entered by the Court and  
26 shall be null and void if, for any reason, it is not approved and entered by the Court within one  
27 year after it has been fully executed by all Parties.

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1 **VII. SEVERABILITY**

2 If, subsequent to the execution of this Consent Judgment, any of the provisions of this  
3 Consent Judgment are held by a court to be unenforceable, the validity of the enforceable  
4 provisions remaining shall not be adversely affected.

5 **VIII. GOVERNING LAW**

6 The terms of this Consent Judgment shall be governed by the laws of the State of  
7 California and apply within the State of California. In the event that Proposition 65 is repealed,  
8 preempted, or is otherwise rendered inapplicable by reason of law generally, or as to the  
9 Products, then Defendants may file a motion to modify this Consent Judgment with respect to,  
10 and to the extent that, the Products are so affected.

11 **IX. NOTICES**

12 All correspondence and notices required to be provided pursuant to this Consent  
13 Judgment shall be in writing and personally delivered or sent by: (i) first-class, (registered or  
14 certified mail) return receipt requested; or (ii) overnight courier on any party by the other party at  
15 the addresses of their respective counsel of record herein. Any party, from time to time, may  
16 specify in writing to the other party a change of address to which all notices and other  
17 communications shall be sent.

18 **X. COUNTERPARTS; FACSIMILE SIGNATURES**

19 This Consent Judgment may be executed in counterparts and by electronic copy, each of  
20 which shall be deemed an original, and all of which, when taken together, shall constitute one  
21 and the same document.

22 **XI. COMPLIANCE WITH HEALTH & SAFETY CODE §25249.7(f)**

23 Plaintiff agrees to comply with the reporting form requirements referenced in California  
24 Health & Safety Code § 25249.7(f).

25 **XII. ADDITIONAL POST EXECUTION ACTIVITIES**

26 The Parties acknowledge that, pursuant to Health & Safety Code § 25249.7, a noticed  
27 motion is required to obtain judicial approval of this Consent Judgment. To obtain such  
28 approval, the Parties and their respective counsel agree to mutually employ their best efforts to

1 support the entry of this agreement as a Consent Judgment and obtain approval of the Consent  
2 Judgment by the Court in a timely manner. For purposes of this paragraph, best efforts shall  
3 include, at a minimum, cooperating on the drafting and filing any papers in support of the  
4 required motion for judicial approval.

5 **XIII. MODIFICATION**

6 This Consent Judgment may be modified only: (1) by written agreement of the Parties  
7 and upon entry of a modified consent judgment by the Court thereon; or (2) upon a successful  
8 motion of any Party and entry of a modified consent judgment by the Court. The California  
9 Attorney General shall be served with notice of any proposed modification to this Consent  
10 Judgment at least forty-five (45) days in advance of its consideration by the Court.

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1 **XIV. AUTHORIZATION**

2 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 Consent Judgment

5 **REVIEWED AND AGREED AS TO FORM AND CONTENT AND AS EXPLICITLY**  
6 **AUTHORIZED TO SIGN AND BIND ON BEHALF OF THE RESPECTIVE PARTIES.**

8 Dated: March 12, 2026

LAW OFFICES OF GEORGE RIKOS

9  
10 By: George Rikos  
George Rikos

11 Attorney for Plaintiff  
12 BLUE WATER COSAINT, LLC

13  
14 **REVIEWED AND AGREED AS TO FORM AND CONTENT AND AS EXPLICITLY**  
15 **AUTHORIZED TO SIGN AND BIND ON BEHALF OF THE RESPECTIVE PARTIES.**

17 Dated: March 12, 2026

KING & SPALDING LLP

18  
19 By: Peter Hsiao  
Peter Hsiao

20 Attorney for Defendants THE COCA-COLA  
21 COMPANY (erroneously sued as TOPO CHICO)  
22 and STATER BROS. MARKETS INC.

23  
24 **IT IS SO ORDERED**

25  
26 Dated: \_\_\_\_\_, 2026

\_\_\_\_\_  
27 Honorable Gregory W. Pollack  
28 Superior Court Judge