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Attorneys for Plaintiff
The Chemical Toxin Working Group Inc. doing
business as Healthy Living Foundation Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

THE CHEMICAL TOXIN WORKING
GROUP INC., a California non-profit
corporation, doing business as HEALTHY
LIVING FOUNDATION INC.

Plaintiff,

v.

CALIFORNIA OLIVE RANCH, INC. et al.,

Defendants.

CASE NO. 22STCV33073
[PROPOSED] CONSENT JUDGMENT

[Assigned for All Purposes to the Hon.
Timothy Patrick Dillon, Dept. 73]

1st Amended Complaint: May 31, 2023

1. INTRODUCTION

1.1. The Parties to this Consent Judgment are The Chemical Toxin Working Group Inc. doing business as Healthy Living Foundation Inc. (“Plaintiff”) and Defendant California Olive Ranch, Inc. (“Defendant”). Plaintiff and Defendant (collectively, the “Parties” and individually, a “Party”) enter into this Consent Judgment (“Consent Judgment”) to settle claims asserted by Plaintiff against Defendant as set forth in the Complaint.

1.2. Defendant has manufactured, distributed, and/or sold the Covered Products.

1.3. On February 7, 2020, Plaintiff served a 60-day notice of violation of Proposition 65 on the California Attorney General, the District Attorneys of every county in California, the City Attorneys of every California city with a population greater than 750,000, and to

1 Defendant, alleging that Defendant violated Proposition 65 by exposing persons in
2 California to the Listed Chemical in California_Olive Ranch_Destination_Series_Extra
3 Virgin Olive Oil, without first providing a clear and reasonable Proposition 65 warning (the
4 “First Notice”). The First Notice is designated with Attorney General number 2020-00277.
5 No public prosecutor has filed a complaint against Defendant with regard to
6 California_Olive Ranch_Destination_Series_Extra Virgin Olive Oil, or the alleged
7 violations.

8 1.4. On July 15, 2021, 2021, Plaintiff served a 60-day notice of violation of Proposition 65 on
9 the California Attorney General, the District Attorneys of every county in California, the
10 City Attorneys of every California city with a population greater than 750,000, and to
11 Defendant, alleging that Defendant violated Proposition 65 by exposing persons in
12 California to the Listed Chemical in California Olive Ranch Extra Virgin Olive Oil
13 Everyday Blend, without first providing a clear and reasonable Proposition 65 warning (the
14 “Second Notice”). The Second Notice is designated with Attorney General number 2021-
15 01740. No public prosecutor has filed a complaint against Defendant with regard to
16 California Olive Ranch Extra Virgin Olive Oil Everyday Blend, or the alleged violations.

17 1.5. On November 18, 2021, Plaintiff served a 60-day notice of violation of Proposition 65 on
18 the California Attorney General, the District Attorneys of every county in California, the
19 City Attorneys of every California city with a population greater than 750,000, and to
20 Defendant, alleging that Defendant violated Proposition 65 by exposing persons in
21 California to the Listed Chemical in (1) Global Blend Oil, (2) Arbosana Oil, (3) Robust Oil
22 and (4) California Oil, without first providing a clear and reasonable Proposition 65
23 warning (the “Third Notice”). The Third Notice is designated with Attorney General
24 number 2021-02866. No public prosecutor has filed a complaint against Defendant with
25 regard to (1) Global Blend Oil, (2) Arbosana Oil, (3) Robust Oil or (4) California Oil, or the
alleged violations.

1.6. On November 30, 2022, Plaintiff served a 60-day notice of violation of Proposition 65 on
the California Attorney General, the District Attorneys of every county in California, the

1 City Attorneys of every California city with a population greater than 750,000, and to
2 Defendant, alleging that Defendant violated Proposition 65 by exposing persons in
3 California to the Listed Chemical in (1) Global Blend Oil, (2) Mild Global Blend and (3)
4 Miller’s Blend, without first providing a clear and reasonable Proposition 65 warning (the
5 “Fourth Notice”). The Fourth Notice is designated with Attorney General number 2022-
6 02849. No public prosecutor has filed a complaint against Defendant with regard to (1)
7 Global Blend Oil, (2) Mild Global Blend or (3) Miller’s Blend, or the alleged violations.

8 1.7. The “Notices” mean the First, Second, Third, and Fourth Notices.

9 1.8. For purposes of this Consent Judgment only, the Parties stipulate that this Court has
10 jurisdiction over the allegations of violations contained in the Complaint and personal
11 jurisdiction over Defendant as to the acts alleged in the Complaint, that venue is proper in
12 the County of Los Angeles, and that this Court has jurisdiction to enter and enforce this
13 Consent Judgment as a full and final resolution of all claims which were or could have been
14 asserted in the Complaint based on the facts alleged therein and in the Notices with respect
15 to Covered Products manufactured, distributed, and/or sold by or on behalf of Defendant.
16 Additionally, for purposes of this Consent Judgment, Defendant is deemed a person in the
17 course of doing business in California and subject to the provisions of the Safe Drinking
18 Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.5 et
19 seq. (“Proposition 65”).

20 1.9. Defendant denies the allegations in the Notices and Complaint. Nothing in this Consent
21 Judgment is or shall be construed as an admission by the Parties of any fact, conclusion of
22 law, issue of law, or violation of law, nor shall compliance with the Consent Judgment
23 constitute or be construed as an admission by the Parties of any fact, conclusion of law,
24 issue of law, or violation of law. Nothing in this Consent Judgment shall prejudice, waive
25 or impair any right, remedy, argument, or defense the Parties may have in any other
pending or future legal proceedings. This Consent Judgment is the product of negotiation
and compromise and is accepted by the Parties solely for purposes of settling,
compromising, and resolving issues disputed in this action.

1 **2. DEFINITIONS**

2 2.1. The “Complaint” means the operative first amended complaint filed on May 31, 2023 in the
3 above-captioned matter.

4 2.2. The “Covered Product(s)” means the following products sold or supplied by the
5 Defendant:

6 2.2.1. “Global Blend Oil” means California Olive Ranch Global Blend Medium, including all
7 variations of blends thereof, such as Extra Virgin Olive Oil Argentina, Chile, Portugal,
8 California also identified as California Olive Ranch Extra Virgin Olive Oil, Medium,
9 Global Blend, Argentina, Portugal, Chile, 10% California;

10 2.2.2. “Arbosana Oil” means California Olive Ranch Reserve Arbosana Extra Virgin Olive
11 Oil;

12 2.2.3. “Robust Oil” means California Olive Ranch Extra Virgin Olive Oil Robust Global
13 Blend, including all variations of blends thereof, such as Argentina, Chile, Portugal,
14 California;

15 2.2.4. “California Oil” means California Olive Ranch Extra Virgin Olive Oil 100%
16 California;

17 2.2.5. “Mild Global Blend” means California Olive Ranch Extra Virgin Olive Oil Mild
18 Global Blend, including all variations of blends thereof, such as Argentina, Chile,
19 Portugal, California;

20 2.2.6. “Miller’s Blend” means California Olive Ranch Extra Virgin Olive Oil, Reserve, 100%
21 California, Miller's Blend;

22 2.2.7. California Olive Ranch Destination Series Extra Virgin Olive Oil;

23 2.2.8. California Olive Ranch Extra Virgin Olive Oil Everyday Blend.

24 2.3. The “Listed Chemical” means carbaryl.

25 2.4. The “Effective Date” means the date on which Defendant receives Notice of Entry of this
Consent Judgment as a Judgment of the Court.

2.5. “Distributor” is any entity or individual that sells Covered Products into the State of
California.

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2.6. The term "Distributing into the State of California" or "Distributes into the State of California" shall mean to directly ship a Covered Product into California for sale in California or to sell a Covered Product to a Distributor that is reasonably foreseeable to the Defendant to sell the Covered Product into California. This does not apply to any Covered Product that has left the possession of the Defendant.

3. INJUNCTIVE RELIEF

3.1. CARBARYL BAN: Defendant will not use carbaryl on any of the ranches, orchards or any sort of land parcels that it controls, for growing olives.

3.2. CERTIFICATION FROM SUPPLIERS: Defendant will require certification from its olive and olive oil suppliers in California and olive oil suppliers outside of California that they or their suppliers, growers, farmers, manufacturers did not /do not use carbaryl in growing of olives or manufacturing olive oil supplied to Defendant.

3.3. Any Covered Products that Defendant Distributes into the State of California after the Effective Date, shall either (1) comply with the warning requirements of Section 3.4 or (2) must have Non-Detect test results for the Listed Chemical pursuant to the requirements of Section 3.5.

3.4. Warnings

3.4.1. For Covered Products that require a Proposition 65 warning under this Consent Judgment, the warning must follow these requirements:

3.4.2. Warning Statement – The warning statement must comply with either Option 1 or Option 2 below.

A) Option 1, Long-Form Warning:

WARNING: Consuming this product can expose you to chemicals including carbaryl, which is 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.

B) Option 2, Short-Form Warning:

The font size of this short-form warning must be a minimum of 6 points, and it cannot be smaller than the largest size font used for other consumer information (as defined in 27 Cal. Code Regs. § 25600.1(c)) included on the label:

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WARNING: Cancer and Reproductive Harm – www.P65Warnings.ca.gov/food

3.4.3. Warning Method of Transmission

3.4.3.1. The term “WARNING” shall be in bold and capitalized.

3.4.3.2. The warning statement shall be prominently displayed for the Covered Products (1) on the label of the Covered Product, or (2) on a placard, shelf tag, or sign, provided that the statement is 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.

3.4.3.3. The warning statement on the Covered Product’s label must be set off from other surrounding information and enclosed in a text box.

3.4.3.4. If the warning statement is displayed on a placard, shelf tag, or sign where the Covered Product is offered for sale in a physical store, the warning placard or sign must enable an ordinary individual to determine which Covered Products the warning applies to.

3.4.3.5. Where the Covered Products’ sign, label, or shelf tag used to provide a warning includes consumer information about a product in a language other than English, the warning must also be provided in that language in addition to English.

3.4.4. For any Covered Product sold by Defendant over the internet, the warning shall also, in addition to the warning required in Sections 3.4.2 and 3.4.3 above, be prominently displayed as follows: (a) on the primary display page for the Covered Product; (b) as a clearly marked hyperlink using the word “WARNING” in all capital and bold letters on the Covered Product’s primary display page; (c) on the checkout page or any other page in the checkout process when a California delivery address is indicated for any purchase of any Covered Product and with the warning clearly associated with the Covered Product to indicate that the product is subject to the warning; or (d) by otherwise prominently displaying the warning to the purchaser prior to completing the purchase. If the warning is provided using the short form warning label content pursuant to Section 3.4.2(B) above, the warning provided on the website may use the same content. For Defendant’s

1 internet/online sales, in addition to the online warning described above, Defendant must
2 also ensure a warning meeting the requirements of Section 3.4.2 appears on the label or
3 packaging of the Covered Product.

4 3.4.5. For any Covered Product that Defendant is not Distributing into the State of California
5 but that Defendant sells to any entity for the known purpose of resale into the State of
6 California, Defendant shall provide the written notice attached hereto as Exhibit A.
7 Confirmation of receipt of the notice must be received electronically or otherwise in
8 writing from the entity or an authorized agent for the entity to which Defendant sent the
9 notice.

10 3.5. Testing

11 3.5.1. Beginning as of the Effective Date, Defendant shall not Distribute into the State of
12 California Covered Products that do not meet the warning requirements under Section 3.4
13 above, unless such Covered Products have Non-Detect test results for the Listed Chemical
14 pursuant to this Section 3.5.

15 3.5.2. Non-Detect Limit of Quantification: For purposes of this Consent Judgment, a “Non-
16 Detect” test result is one where the lab reports a non-detect of the Listed Chemical
17 pursuant to a detection limit or limit of quantification of ten (10) parts per billion or less,
18 using all testing requirements of this Section 3.5.

19 3.5.3. Test methodology: The testing for the Listed Chemical in the Products shall be
20 performed using a laboratory method that complies with the performance and quality
21 control factors appropriate for the method used, including limit of detection, limit of
22 quantification, accuracy, and precision and meets the following criteria: Liquid
23 Chromatography with tandem mass spectrometry (LC-MS-MS) with a detection and
24 quantification limit equivalent to ten (10) parts per billion or less.

25 3.5.4. Sampling methodology: The samples for testing for the Listed Chemical in the
Covered Products shall come from all of the storage and holding tanks containing
Defendant’s olive oil before it is bottled, and all imported oils.

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3.5.5. Sampling frequency: The testing for the Listed Chemical in the Covered Products shall occur annually.

3.5.6. Third Party Laboratory: All testing pursuant to this Consent Judgment shall be performed by an independent, third-party laboratory accredited to perform testing using the methodology in Section 3.5.3. Testing shall be performed prior to Defendant’s first distribution into California for sale in California of any Covered Product produced by the Defendant after the Effective Date.

3.5.7. The requirements of this Section 3.5 do not apply to any Covered Products for which Defendant has provided a warning as specified in Section 3.4.

4. SETTLEMENT PAYMENT

4.1. **Total Settlement Amount:** Within ten (10) calendar days of the Effective Date, Defendant shall make a total payment of \$385,000.00 (“Total Settlement Amount”) in full satisfaction of all potential civil penalties, additional settlement payments, attorney’s fees and costs (including, but not limited to, fees and costs incurred by attorneys, experts, and investigators), pursuant to Section 4.3 as indicated below.

4.2. **Allocation:** The Total Settlement Amount shall be apportioned and paid by Defendant as follows:

4.2.1. Civil Penalty. \$64,295.00 shall be considered a civil penalty pursuant to California Health and Safety Code section 25249.7(b)(1), of which Plaintiff shall remit seventy-five percent (75%), (\$48,221.25) to the “Safe Drinking Water and Toxic Enforcement Fund” managed by the State of California’s Office of Environmental Health Hazard Assessment. Plaintiff shall retain twenty-five percent (25%), (\$16,073.75) of the civil penalty pursuant to California Health and Safety Code section 25249.12(d).

4.2.2. Additional Settlement Payment. \$43,500.00 shall be distributed to Plaintiff as an Additional Settlement Payment (“ASP”), pursuant to California Code of Regulations, title 11, sections 3203, subdivision (d) and 3204. Plaintiff will use this payment as follows: Eighty percent (80%) for fees of investigation, purchasing and testing for Proposition 65 listed chemicals in various products, and for expert fees for evaluating exposures through

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various mediums, including but not limited to consumer product, occupational, and environmental exposures to Proposition 65 listed chemicals, and the cost of hiring consulting and retaining experts who assist with the extensive scientific analysis necessary for those files in litigation and to offset the costs of future litigation enforcing Proposition 65 but excluding attorney fees; for publishing periodicals and other medias regarding public awareness about the issue of environmental pollution and presence of Proposition 65 chemicals in the environment and consumer products; donations and supplies, including but not limited to, water filters and air filters for public schools and communities, to regions impoverished by industrial pollution. And twenty percent (20%) for administrative costs incurred during investigation and litigation to reduce the public’s exposure to Proposition 65 listed chemicals by notifying those persons and/or entities believed to be responsible for such exposures and attempting to persuade those persons and/or entities to reformulate their products or the source of exposure to completely eliminate or lower the level of Proposition 65 listed chemicals including but not limited to costs of documentation and tracking of products investigated, storage of products, website enhancement and maintenance, computer and software maintenance, investigative equipment, Plaintiff’s member’s time for work done on investigations, office supplies, mailing supplies, service, and postage. Within 30 days of a request from the Attorney General, Plaintiff shall provide to the Attorney General copies of documentation demonstrating how the above funds have been spent. Plaintiff shall be solely responsible for ensuring the proper expenditure of such additional settlement payment.

4.2.3. Attorneys’ Fees. Defendant shall pay \$277,205.00 to “Poulsen Law P.C.” (herein “Poulsen Law”) as reimbursement of Plaintiff’s attorney’s fees and costs (including but not limited to, expert and investigative costs) incurred in bringing this action.

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4.3. Delivery of Payment

4.3.1. Defendant shall pay the Total Settlement Amount by wire transfer to Plaintiff counsel’s escrow account, for which Plaintiff’s counsel will give Defendant the necessary account information.

4.3.2. Plaintiff shall be solely responsible for allocating the Total Settlement Amount pursuant to Section 4. Upon request, Plaintiff or its legal counsel shall supply Defendant with a completed W-9 form.

4.3.3. In the event that Defendant fails to remit the Total Settlement Amount owed under Section 4 of this Consent Judgment on or before the due date in Section 4.1, Defendant shall be deemed to be in material breach of its obligations under this Consent Judgment. Plaintiff shall provide written notice of the delinquency to Defendant via electronic mail. If Defendant fails to deliver the Total Settlement Amount within seven (7) days from the written notice, the Total Settlement Amount shall accrue interest at the statutory judgment interest rate provided in the California Code of Civil Procedure section 685.010. Additionally, Defendant agrees to pay Plaintiff’s reasonable attorney’s fees and costs for any efforts to collect the payment due under this Consent Judgment.

5. ENFORCEMENT

5.1. The Parties agree that any legal action to enforce this Consent Judgment shall be brought in Los Angeles County Superior Court. The Parties agree that Los Angeles County Superior Court has subject matter jurisdiction over the enforcement of this Consent Judgment and personal jurisdiction over Plaintiff and Defendant, and that venue is proper in Los Angeles County. Plaintiff and Defendant have the exclusive right to enforce the terms of the Consent Judgment. They may enforce any of the terms and conditions of this Consent Judgment only after that Party first provides thirty (30) days' notice to the other Party identifying a noncompliance with the terms and conditions of this Consent Judgment (a “Notice of Violation of the Terms of the Consent Judgment”) and attempts to resolve such Party’s failure to comply in a good faith manner, subject to the specific provisions outlined below. Notwithstanding the immediately preceding sentence, Plaintiff may bring a motion

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or an action to enforce any breach of the settlement payment terms in Section 4 upon five (5) business days written notice by Plaintiff to the Defendant after Plaintiff follows the notice procedures outlined in Section 4.3.3.

5.2. Prior to bringing any motion, order to show cause, or other proceeding to enforce the terms of this Consent Judgment other than for failure to make payment, Plaintiff or Defendant shall serve the Notice of Violation of the Terms of the Consent Judgment (“NOV”) via electronic mail to the Parties identified in Section 10. If the subject of the NOV concerns Covered Products, the NOV shall include for the Covered Product(s): the date(s) the alleged violation(s) was observed and the location at which the Covered Products were offered for sale and shall be accompanied by all test data and pictures of the Covered Products obtained by Plaintiff, and any other evidence or support for the allegations in the NOV.

5.3. For a NOV concerning Covered Products, Defendant shall, within thirty (30) days following service of such NOV, provide Plaintiff with documentation that meets one of the following conditions:

5.3.1. The Covered Products were shipped by Defendant for sale in California before the Effective Date or are otherwise exempt, or

5.3.2. Since receiving the NOV, Defendant has taken corrective action by either (i) requesting, in writing, with receipt confirmation, that its customers or stores in California, as applicable, remove the Covered Products identified in the NOV from sale in California and destroy or return the identified Covered Products to Defendant or vendor, as applicable, or (ii) providing a clear and reasonable warning for the Covered Products identified in the NOV pursuant to Section 3 above.

5.3.3. Plaintiff shall take no further action to enforce the alleged violation(s) of this Consent Judgment if the documentation called for in this section satisfies the requirements of Sections 5.3.1 or 5.3.2 above.

5.4. After thirty (30) days pass from the date Plaintiff serves an NOV, if a dispute remains as to compliance with the terms and conditions of this Consent Judgment, the Parties shall meet and confer pursuant to Section 13.1 below to resolve the matter for a period of no less than

1 an additional thirty (30) days during which time Defendant may cure any purported
2 deficiency. If completed within that time, then Plaintiff may not proceed with any further
3 action and Plaintiff shall not claim or request any additional fees, costs or penalties. Should
4 the purported deficiency not be cured, then after the additional thirty (30) days, Plaintiff
5 may take any further legal action to enforce this Consent Judgment.

6 5.5. In any proceeding brought by either Party to enforce this Consent Judgment, the prevailing
7 party shall be entitled to recover its reasonable attorney's fees and costs.

8 **6. BINDING EFFECT; CLAIMS COVERED AND RELEASED**

9 6.1. This Consent Judgment is a full, final, and binding resolution between Plaintiff, on behalf
10 of itself and in the public interest, and its respective principals, officers, directors,
11 employees, parents, subsidiaries, executors, administrators, successors, and assigns, on the
12 one hand, and Defendant, on behalf of itself, and its respective owners, principals,
13 shareholders, officers, directors, employees, parent companies, subsidiaries, heirs,
14 executors, divisions, administrators, predecessors, successors and assigns, on the other, of
15 any alleged violation of Proposition 65 or its implementing regulations for failure to
16 provide Proposition 65 warnings up through the Effective Date for exposure to the Listed
17 Chemical from the import, manufacturing, marketing, distribution, sale or offering for sale,
18 handling, use or consumption of the Covered Products, and fully resolves all claims that
19 have been asserted or could have been asserted based on the Notices or in the Complaint,
20 for failure to provide Proposition 65 warnings. Plaintiff hereby releases, waives all claims
21 against, and discharges Defendant, its respective owners, principals, shareholders, officers,
22 directors, employees, parent companies, subsidiaries, suppliers, franchisees, licensees,
23 customers, distributors, wholesalers, retailers and any of Defendant's suppliers (only for
24 ingredients or components used by Defendant to make the Covered Products), and
25 downstream entities in the distribution chain for the Covered Products, and the
predecessors, successors and assigns of any of them (collectively, "Released Parties"), for
and from any and all claims, actions, causes of action, suits, demands, liabilities, damages,
penalties, fees, costs and expenses related to any alleged violation of Proposition 65 or its

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implementing regulations arising from any failure to provide Proposition 65 warnings for exposure to the Listed Chemical in the Covered Products up through the Effective Date.

6.2. Plaintiff, on its own behalf only, on the one hand, and Defendant, on its own behalf only, on the other hand, further waive and release any and all claims they may have against each other for all actions or statements made or undertaken in the course of seeking or opposing enforcement of Proposition 65 in connection with the Notices and Complaint.

6.3. It is possible that other claims not known to the Parties, arising out of the facts alleged in the Notices and Complaint, and relating to the Covered Products, will develop or be discovered. Plaintiff on behalf of itself only, and Defendant on behalf of itself only, acknowledge that this Consent Judgment is expressly intended to cover and include all such claims up through and including the Effective Date, including all rights of action therefor. Plaintiff and Defendant acknowledge that the claims released in Sections 6.1 and 6.2 above may include unknown claims, and nevertheless waive California Civil Code section 1542 and any federal or state law of similar effect as to any such unknown claims. California Civil Code section 1542 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.

6.4. Plaintiff on behalf of itself only, and Defendant on behalf of itself only, acknowledge and understand the significance and consequences of this specific waiver of California Civil Code section 1542.

6.5. The Parties agree that compliance with the terms of this Consent Judgment shall constitute compliance by any Released Party with Proposition 65 regarding alleged exposures to the Listed Chemical in the Covered Products manufactured, purchased, distributed, or sold by Defendant after the Effective Date. This release shall not apply to any entity who received

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a written notice pursuant to paragraph 3.4.5 and fails to provide a warning as indicated in paragraph 3.4.5, Exhibit A.

7. SEVERABILITY OF UNENFORCEABLE PROVISIONS

7.1. In the event that any of the provisions of this Consent Judgment are held by a court to be unenforceable, the validity of the remaining enforceable provisions shall not be adversely affected.

8. GOVERNING LAW

8.1. The terms and conditions of this Consent Judgment shall be governed by and construed in accordance with the laws of the State of California. If Proposition 65 is repealed or is otherwise rendered inapplicable by reason of law generally, or as to Covered Products, then Defendant shall have no further obligations pursuant to this Consent Judgment with respect to, and to the extent that, Covered Products are so affected.

9. MODIFICATION

9.1. This Consent Judgment after its entry by the Court may be modified by stipulation of the Parties with the approval of the Court or by an order of this Court on noticed motion by a Party in accordance with law. Any Party seeking to modify this Consent Judgment must notify the other Party in writing, and the Parties shall thereafter attempt in good faith to meet and confer with the other Party prior to filing a motion to modify the Consent Judgment. If the Parties are unable to resolve their dispute informally within sixty (60) days after the date of the written notification, the Party that issued the written notification to seek the modification may bring a motion or proceeding to seek judicial relief as to the requested modification.

9.2. In any stipulated modification to the Consent Judgment, the Party requesting the modification shall prepare the draft motion or application to modify the Consent Judgment.

9.3. Modification of Injunctive Relief – If regulations or legislation are enacted or issued, which affect the injunctive relief provisions of this Consent Judgment at Section 3, Defendant may thereafter seek to modify this Consent Judgment as to adopt those injunctive terms and comply with them instead of those presently set forth in Section 3. If Defendant seeks to

1 adopt different injunctive terms, it shall provide notice to Plaintiff consistent with Section 9
2 of this Consent Judgment, and Plaintiff agrees to meet and confer in accordance with that
3 provision.

4 **10. PROVISION OF NOTICE**

5 10.1. All notices required to be given to either Party to this Consent Judgment by the other shall
6 be in writing and sent to the following agents listed below via both email and first-class
7 mail.

8 For Plaintiff:

9 Aida Poulsen
10 Poulsen Law P.C.
11 282 11th Avenue, Suite 2612
12 New York, New York, 10001
13 Tel: +1 (646) 776 5999
14 Tel: + 1(650) 296 1014 Direct
15 ap@poulsenlaw.org

16 For Defendant:

17 Thomas M. Donnelly
18 Dennis F. Murphy, Jr.
19 Jones Day
20 555 California Street, 26th Floor
21 San Francisco, California 94104
22 Office: +1.415.626.3939
23 Fax: +1.415.875.5700
24 Email: tmdonnelly@jonesday.com
25 Email: dennismurphy@jonesday.com

11. **EXECUTION AND COUNTERPARTS**

11.1. This Consent Judgment may be executed in counterparts, which taken together shall be
deemed to constitute one document. A facsimile or .pdf signature shall be construed to be
as valid as the original signature.

12. **DRAFTING**

12.1. The terms of this Consent Judgment have been reviewed by the respective counsel for each
Party prior to its signing, and each Party has had an opportunity to fully discuss the terms
and conditions with legal counsel. The Parties agree that, in any subsequent interpretation

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and construction of this Consent Judgment, no inference, assumption, or presumption shall be drawn, and no provision of this Consent Judgment shall be construed against any Party, based on the fact that one of the Parties and/or one of the Parties’ legal counsel prepared and/or drafted all or any portion of the Consent Judgment. It is conclusively presumed that all of the Parties participated equally in the preparation and drafting of this Consent Judgment.

13. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES

13.1. If a dispute arises with respect to either Party’s compliance with the terms of this Consent Judgment, the Parties shall meet and confer in person, by telephone, and/or in writing, and endeavor to resolve the dispute in an amicable manner. No action or motion may be filed in the absence of such a good faith attempt to resolve the dispute beforehand.

14. ENTIRE AGREEMENT, AUTHORIZATION

14.1. This Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter herein, and any and all prior discussions, negotiations, commitments, and understandings related hereto. 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.

14.2. 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.

15. COURT APPROVAL

15.1. Plaintiff shall file a motion seeking approval of this Consent Judgment pursuant to California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, Plaintiff and Defendant waive their respective rights to a hearing or trial on the allegations of the Complaint.

15.2. The Parties shall make all reasonable efforts possible to have the Consent Judgment approved by the Court. For purposes of this Section, “reasonable efforts” shall include, at

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minimum, cooperating with the drafting and filing of the necessary moving papers, and supporting the motion for judicial approval.

15.3. If this Consent Judgment is not approved in full by the Court, (a) this Consent Judgment and any and all prior agreements between the Parties merged herein shall terminate and become null and void, and the actions shall revert to the status that existed prior to the execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall have any effect, nor shall any such matter be admissible in evidence for any purpose in this Action, or in any other proceeding; and (c) the Parties agree to meet and confer to determine whether to modify the terms of the Consent Judgment and to resubmit it for approval.

16. DISMISSAL

16.1. Within ten (10) days of the Effective Date, Plaintiff shall dismiss with prejudice the claims in the Complaint as to the remaining Defendants.

17. SERVICE ON THE ATTORNEY GENERAL

17.1. Plaintiff shall serve a copy of this Consent Judgment, signed by the parties, on the California Attorney General so that the Attorney General may review this Consent Judgment prior to its approval by the Court. No sooner than forty-five (45) days after the Attorney General has received the aforementioned copy of this fully-executed Consent Judgment and the motion seeking judicial approval of the Consent Judgment may the Court approve this Consent Judgment.

18. ATTORNEY FEES

18.1. Except as specifically provided in section 4.2.3 and 5.5, each party shall bear its own costs and attorney fees in connection with this action.

19. RETENTION OF JURISDICTION

19.1. This Court shall retain jurisdiction of this matter to implement, enforce, or modify the Consent Judgment under Code of Civil Procedure § 664.6.

IT IS SO STIPULATED:

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Dated: 5/28/2024 | 2:22 PM PDT
_____, 2024

CALIFORNIA OLIVE RANCH, INC.

DocuSigned by:
Michael Fox
Signature

Michael Fox
Printed Name

CEO
Title

Dated: MAY 28, 2024

THE CHEMICAL TOXIN WORKING
GROUP INC., doing business as HEALTHY
LIVING FOUNDATION INC

David Steinman
Signature

David Steinman
Printed Name

CEO
Title

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ORDER AND JUDGMENT

Based upon the Parties’ Stipulation, and good cause appearing, this Consent Judgment is approved and Judgment is hereby entered according to its terms.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____

Judge of the Superior Court

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EXHIBIT A
Notice to Resellers (if required by Section 3.4.5 of the Consent Judgment)

This is to notify you that California Olive Ranch, Inc. (“COR”) has entered into a settlement with The Chemical Toxin Working Group Inc. dba Healthy Living Foundation Inc. regarding alleged violations of California Health and Safety Code §§ 25246.5 et seq. (“Proposition 65”) regarding the following products:

- (1) California Olive Ranch Global Blend Medium, including all variations of blends thereof, such as Extra Virgin Olive Oil Argentina, Chile, Portugal, California also identified as California Olive Ranch Extra Virgin Olive Oil, Medium, Global Blend, Argentina, Portugal, Chile, 10% California;**
- (2) California Olive Ranch Reserve Arbosana Extra Virgin Olive Oil;**
- (3) California Olive Ranch Extra Virgin Olive Oil Robust Global Blend, including all variations of blends thereof, such as Argentina, Chile, Portugal, California;**
- (4) California Olive Ranch Extra Virgin Olive Oil 100% California;**
- (5) California Olive Ranch Extra Virgin Olive Oil Mild Global Blend, including all variations of blends thereof, such as Argentina, Chile, Portugal, California;**
- (6) California Olive Ranch Extra Virgin Olive Oil, Reserve, 100% California, Miller's Blend;**
- (7) California Olive Ranch Destination Series Extra Virgin Olive Oil;**
- (8) California Olive Ranch Extra Virgin Olive Oil Everyday Blend.**

Under the terms of this settlement, COR is providing the following notice to you regarding the Covered Products.

For any Covered Product sold by you or your downstream distributors, customers, retailers (collectively “Purchaser(s)”) in or to California, you or the Purchaser **must provide a warning to a consumer** which meets the “Content Requirements” and “Method of Transmission” below:

Content Requirements:

The warning shall be in one of the following forms:

A) Option 1, Long-Form Warning:

WARNING: Consuming this product can expose you to chemicals including carbaryl, which is known to the State of California to cause cancer and birth defects

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or other reproductive harm. For more information, go to www.P65Warnings.ca.gov/food.

B) Option 2, Short-Form Warning:

The font size of this short-form warning must be a minimum of 6 points, and it cannot be smaller than the largest size font used for other consumer information (as defined in 27 Cal. Code Regs. § 25600.1(c)) included on the label:

WARNING: Cancer and Reproductive Harm – www.P65Warnings.ca.gov/food

Method of Transmission:

The term “WARNING” shall be in bold and capitalized.

The warning statement shall be prominently displayed for the Covered Products (1) on the label of the Covered Product, or (2) on a placard, shelf tag, or sign, provided that the statement is 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.

The warning statement on the Covered Product’s label must be set off from other surrounding information and enclosed in a text box.

If the warning statement is displayed on a placard, shelf tag, or sign where the Covered Product is offered for sale in a physical store, the warning placard or sign must enable an ordinary individual to determine which Covered Products the warning applies to.

Where the Covered Products’ sign, label, or shelf tag used to provide a warning includes consumer information about a product in a language other than English, the warning must also be provided in that language in addition to English.

For any Covered Product sold by you over the internet, the warning shall be prominently displayed as follows: (a) on the primary display page for the Covered Product; (b) as a clearly marked hyperlink using the word “WARNING” in all capital and bold letters on the Covered Product’s primary display page; (c) on the checkout page or any other page in the checkout process when a California delivery address is indicated for any purchase of any Covered Product and with the warning clearly associated with the Covered Product to indicate that the product is subject to the warning; or (d) by otherwise prominently displaying the warning to the purchaser prior to completing the purchase. If the warning is provided using the short-form warning label content pursuant to Section (B) above, the warning provided on the website may use the same content. For your internet/online sales, in addition to the online warning described above, you must also ensure a warning meeting the requirements of Section (A) or (B) above appears on the label or packaging of the Covered Product.

(continued on next page)

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Confirmation of receipt:

You must confirm receipt of this notice within 30 days of receiving it by filling in the requested information below and returning a signed copy to [insert email address] to acknowledge that you have received this notice and that the warnings will be posted in accordance with these specifications.

Acknowledged by:

_____ (Signature)

_____ (Print Name)

_____ (Company)

_____ (Date)