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4 Attorneys for Plaintiff Keep America Safe and Beautiful
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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN DIEGO

10 KEEP AMERICA SAFE AND BEAUTIFUL,

11 Plaintiff,

12 v.

13 READYWISE, INC; AMAZON.COM

14 AND

15 DOES 1-25

16 Defendants,
17
141

Case No. 37-2023-00003032-CU-NP-CTL

**STIPULATION FOR ENTRY OF
CONSENT JUDGMENT AS TO
DEFENDANT READYWISE, INC**

19 **1. INTRODUCTION**

20 1.1 **The Parties.** This Settlement Agreement and Consent Judgment is entered into by
21 and between Plaintiff Keep America Safe and Beautiful (“KASAB”) acting on behalf of the public
22 interest (hereinafter “KASAB”), and Defendant Readywise, Inc. (“Readywise”), with KASAB and
23 READYWISE collectively referred to as the “Parties” and each of them as a “Party.” KASAB is
24 a California Nonprofit Corporation seeking to promote awareness of exposures to toxic chemicals
25 and improve human health by reducing or eliminating hazardous substances contained in consumer
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1 products. For purposes of this Consent Judgment only, READYWISE is a person in the course of
2 doing business for purposes of Proposition 65, Cal. Health & Safety Code §§ 25249.6 *et seq.*

3 **1.2 Allegations and Representations.** KASAB alleges that READYWISE has offered
4 for sale in the State of California and has sold in California, the “High Plateau Veggie Chili Soup”
5 that contains Lead, and that such sales have not been accompanied by Proposition 65 warnings.
6 Lead is listed under Proposition 65 as chemicals known to the State of California to cause cancer.

7 **1.3 Notices of Violation/Complaint.** On or about February 2, 2022, KASAB served
8 READYWISE, Amazon.com, Inc. (“Amazon”), and various public enforcement agencies with a
9 document entitled “60-Day Notice of Violation” pursuant to Health & Safety Code §25249.7(d)
10 (the “Notice”), alleging that READYWISE, and Amazon, were in violation of Proposition 65 for
11 failing to warn consumers and customers that the “High Plateau Veggie Chili Soup” exposed users
12 in California to Lead. No public enforcer diligently prosecuted the claims threatened in the Notice
13 within sixty days plus service time relative to the provision of the Notice to them by KASAB.

14 **1.4** For purposes of this Consent Judgment only, the Parties stipulate that this Court has
15 jurisdiction over READYWISE as to the allegations contained in the complaint filed in this matter,
16 that venue is proper in the County of San Diego, and that this Court has jurisdiction to approve,
17 enter, and oversee the enforcement of this Consent Judgment as a full and final binding resolution
141 of all claims which were or could have been raised in the Complaint based on the facts alleged
4 therein and/or in the Notices.

19 **1.5** READYWISE denies the material allegations contained in KASAB’s Notice and
20 Complaint and maintains that it has not violated Proposition 65. Nothing in this Consent Judgment
21 shall be construed as an admission by READYWISE of any fact, finding, issue of law, or violation
22 of law; nor shall compliance with this Consent Judgment constitute or be construed as an admission
23 by READYWISE of any fact, finding, conclusion, issue of law, or violation of law, such being
24 specifically denied by READYWISE. However, this section shall not diminish or otherwise affect
25 the obligations, responsibilities, and duties of READYWISE under this Consent Judgment.
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1 **2. DEFINITIONS**

2 2.1 **Complaint.** The term “Complaint” shall have the meaning given in Section 1.3.

3 2.2 **Covered Product.** The term “Covered Product” means the “High Plateau Veggie
4 Chili Soup” manufactured, sold, distributed, or otherwise made available by READYWISE.

5 2.3 **Effective Date.** The term “Effective Date” shall mean the date this Consent Judgment
6 is entered as a Judgment of the Court.

7 2.4 **Listed Chemicals:** The term “Listed Chemicals” shall mean Lead.

8 2.5 **Notice.** The term “Notice” shall have the meaning given in Section 1.3.

9 2.6 **Releasees.** The terms “Defendant Releasees” and “Downstream Defendant
10 Releasees” shall have the meanings given in Section 5.1.

11 2.7 **Execution Date.** The term “Execution Date” shall mean the date this Consent
12 Judgment is signed by the Parties.

13 **3. INJUNCTIVE RELIEF: WARNINGS**

14 3.1 Covered Products shall be accompanied by a warning as described in Section 3.2
15 below, no later than 120 days after the Effective Date. The warning requirements set forth in this
16 Consent Judgment shall apply only to Covered Products that are distributed, marketed, sold or
17 shipped for sale by READYWISE in the State of California. The warning requirements shall not
141 apply to products that are already in the stream of commerce as of the Effective Date or that
4 READYWISE or any downstream distributor, reseller or marketplace places into the stream of
19 commerce within 120 days of the Effective Date.

20 3.2 Commencing 120 days after the Effective Date, READYWISE shall not sell, offer
21 for sale, or ship for sale in California any Covered Product, unless the Covered Product is
22 accompanied by the following on-product warning that will be enclosed in a box:



25 **WARNING:** Risk of cancer and reproductive harm from exposure to lead. For more
26 information go to www.P65Warnings.ca.gov/food

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2 **Or**



5 **WARNING:** This product can expose you to Lead, a chemical known to the State
6 of California to cause cancer and birth defects or other reproductive harm. For more
information go to www.P65Warnings.ca.gov/food

7 3.3 The warning provided pursuant to Section 3.2.2 shall be affixed to or printed on the
8 Covered Product's packaging or labeling. The warning shall be prominently affixed to or printed
9 on the packaging or labeling, and displayed with such conspicuousness, as compared with other
10 words, statements, or designs as to render it likely to be read and understood by an ordinary
11 individual under customary conditions of purchase or use. A warning may be contained in the same
12 section of the packaging or labeling that states other safety warnings, if any, concerning the use of
13 the product and shall be at least the same size as those other safety warnings, but no less than 6
14 point font. If the consumer information is in a foreign language, the warnings will also be provided
15 in that language in addition to the English language warning.

16 3.4 **Internet Warning.** In addition, for all products that READYWISE offers for sale
17 directly to consumers in California via websites under the exclusive control of READYWISE,
141 READYWISE shall provide a warning for such Products by including the warning set forth above
4 in §3.2 on one or more of the following: (a) on the same web page on which a Covered Product is
19 displayed; (b) on the same web page as the order form for a Covered Product; (c) on the same web
20 page as the price for any Covered Product; or (d) on one or more web pages displayed to a purchaser
21 during the checkout process. The internet warning described above can also be delivered through a
22 hyperlink using the words "[California Prop 65] WARNING."

23 3.5 **Sell-Through Period.** Notwithstanding anything else in this Consent Judgment,
24 Covered Products that are manufactured, packaged, or put into commerce within one hundred
25 twenty (120) days of the Effective Date shall be subject to the release of liability pursuant to this
26 Consent Judgment, without regard to when such Covered Products were, or are in the future,
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1 distributed or sold to customers, such that compliance with the warnings called for in the preceding
2 paragraphs shall not be required for such products.

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4 **4. MONETARY TERMS**

5 4.1 **Civil Penalty.** READYWISE shall pay a civil penalty of \$500.00 pursuant to Health
6 and Safety Code section 25249.7(b), to be apportioned in accordance with California Health &
7 Safety Code § 25192, with 75% of these funds remitted to the State of California's Office of
8 Environmental Health Hazard Assessment and the remaining 25% of the penalty remitted to
9 KASAB, as provided by California Health & Safety Code § 25249.12(d). Such payment shall be
10 made within 15 days of the Effective Date. KASAB's counsel shall be responsible for delivering
11 OEHHA's portion of any civil penalty payment made under this Settlement Agreement and
12 Consent Judgment.

13 4.2 **Attorney's Fees.** READYWISE agrees to pay reasonable attorney fees, inclusive
14 of all expenses and costs incurred because of investigating, bringing this matter to READYWISE's
15 attention, litigating and negotiating and obtaining judicial approval of a settlement in the public
16 interest, pursuant to Code of Civil Procedure section 1021.5, in an amount of \$14,500.00.
17 READYWISE shall wire KASAB's counsel the total sum of \$15,000.00 representing the civil
141 penalty and attorney fees in Sections 4.1 and 4.2 within 15 days following the Effective Date, and
4 wire instruction information from KASAB's counsel.

19 4.3 KASAB shall provide IRS W-9 forms for any payments to be made by
20 READYWISE.

21 **5. RELEASE OF ALL CLAIMS**

22 5.1 This consent judgment is a full, final, and binding resolution between KASAB
23 acting in the public interest, and READYWISE, and Amazon, and each of their owners, investors
24 employees, directors, officers, managers, attorneys, parents, shareholders, divisions, subdivisions,
25 subsidiaries, partners, sister companies, and affiliates, and their successors and assigns ("Defendant
26 Releasees"), and all entities from whom they obtain and to whom they directly or indirectly
27 distribute or sell Covered Products, including but not limited to manufacturers, suppliers,

1 distributors, wholesalers, customers, licensors, licensees, retailers, franchisees, marketplaces, and
2 cooperative members, and their successors and assigns (“Downstream Defendant Releasees”).
3 Upon full execution of this Consent Judgment, and subject to payment by READYWISE of the full
4 settlement amount and compliance with the terms of this Consent Judgment, KASAB, on behalf of
5 itself, it’s agents, successors, heirs, and assigns, to the fullest extent permitted by law, hereby fully
6 and irrevocably releases and discharges READYWISE, Amazon, the Defendant Releasees, and the
7 Downstream Defendant Releasees from all claims for violations of Proposition 65 that were, or
8 which could have been, asserted in the Complaint based on exposure to and/or failure to warn about
9 Listed Chemicals from Covered Products as set forth in the Notice, with respect to any Covered
10 Products manufactured, distributed, or sold by READYWISE, Amazon, the Defendant Releasees,
11 and/or the Downstream Defendant Releasees prior to the Effective Date. Compliance with the terms
12 of this Consent Judgment constitutes compliance with Proposition 65 as to exposure to lead with
13 regard to the Covered Products. Third party websites that fail to put the warning on the product
14 after being informed by Readywise are not released from future liability.

15 5.2 In addition to the foregoing, KASAB, on behalf of itself, its past and current agents,
16 representatives, attorneys, and successors and/or assignees, and *not* in its representative capacity,
17 to the fullest extent permitted by law, hereby waives all rights to institute or participate in, directly
141 or indirectly, any form of legal action and releases READYWISE, Amazon, Defendant Releasees,
4 and Downstream Defendant Releasees from any and all manner of actions, causes of action, claims,
19 demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages,
20 charges, losses, costs, expenses, and attorneys’ fees, of any nature whatsoever, known or unknown,
21 in law or equity, fixed or contingent, now or in the future, with respect to any alleged violations of
22 Proposition 65 related to or arising from Covered Products manufactured distributed or sold by
23 READYWISE or Defendant Releasees. With respect to the foregoing waivers and releases in this
24 paragraph, KASAB hereby specifically waives any and all rights and benefits which KASAB now
25 has, or in the future may have, conferred by virtue of the provisions of Section 1542 of the
26 California Civil Code, which provides as follows:
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2 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
3 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR
4 AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY
5 HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH
6 THE DEBTOR.

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8 5.3 READYWISE waives any and all claims against KASAB, its attorneys and other
9 representatives, for any and all actions taken or statements made (or those that could have been
10 taken or made) by KASAB and its attorneys and other representatives, whether in the course of
11 investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter,
12 and/or with respect to Covered Products.

13 5.4 **No Other Known Claims or Violations.** KASAB and its counsel in this action
14 affirm that they are not presently aware of any actual or alleged violations of Proposition 65 by
15 READYWISE or attributable to READYWISE other than those that are fully resolved by this
16 Consent Judgment. This paragraph does not, however, provide a release for any unknown, actual
17 or alleged violations involving other substances and/or product categories, if any, nor does it limit
18 or expand the scope of the release provided in this Consent Judgment for Covered Products.

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20 **6. INTEGRATION**

21 6.1 This Consent Judgment contains the sole and entire agreement of the Parties and
22 any and all prior negotiations and understandings related hereto shall be deemed to have been
23 merged within it. No representations or terms of agreement other than those contained herein exist
24 or have been made by any Party with respect to the other Party or the subject matter hereof.

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26 **7. GOVERNING LAW**

27 7.1 The terms of this Consent Judgment shall be governed by the laws of the State of
California and apply within the State of California. In the event that Proposition 65 is repealed or
is otherwise rendered inapplicable by reason of law generally, or as to Covered Products, then
READYWISE shall provide written notice to KASAB of any asserted change in the law, and shall

1 move for modification of the agreement with the court to the extent that, Covered Products are so
2 affected.

3 **8. ENFORCEMENT**

4 8.1 KASAB may, by motion or application for an order to show cause before the
5 Superior Court of San Diego County, enforce the terms and conditions contained in this Consent
6 Judgment. Prior to bringing any motion or application to enforce the requirements of this Consent
7 Judgment, KASAB shall provide READYWISE with a proposed Notice of Violation, and a copy
8 of any documentary evidence which purportedly supports KASAB's Notice of Violation. The
9 Parties shall then meet and confer in good faith for a period of at least sixty (60) days regarding the
10 basis for KASAB's anticipated motion or application in an attempt to resolve it informally. Should
11 such attempts at informal resolution fail, KASAB may file its enforcement motion or application.
12 This Consent Judgment may only be enforced by the Parties.

13 **9. NOTICES**

14 9.1 Unless specified herein, all correspondence and notices required to be provided
15 pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-
16 class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any party
17 by the other party at the following addresses:

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4 For READYWISE:

19 Brian C. Johnson, Esq.
20 Strong & Hanni
21 102 South 200 East, Suite 800
22 Salt Lake City, UT 84111

23 And

24 For KASAB:

25 Stephanie Sy, Esq.
26 Law Office of Stephanie Sy
11622 El Camino Real, Suite 100
San Diego, CA 92130

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

20170623

1 which all notices and other communications shall be sent.

2 **10. COUNTERPARTS; FACSIMILE SIGNATURES**

3 10.1 This Consent Judgment may be executed in counterparts and by facsimile, each of
4 which shall be deemed an original, and all of which, when taken together, shall constitute one and
5 the same document.

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

8 11.1 KASAB agrees to comply with the requirements set forth in California Health &
9 Safety Code §25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment
10 and READYWISE agrees it shall support approval of such Motion.

11 11.2 This Consent Judgment shall not be effective until it is approved and entered by the
12 Court and shall be null and void if, for any reason, it is not approved and entered by the Court
13 within eighteen months after it has been fully executed by the Parties. In such a scenario, the Parties
14 agree to meet and confer on how to proceed and if such agreement is not reached within 30-days,
15 any monies that have been paid pursuant to Section 4 shall be refunded and the case shall proceed
16 on its normal course.

17 11.3 If the Court approves this Consent Judgment and is reversed or vacated by an
18 appellate court, the Parties shall meet and confer as to whether to modify the terms of this Consent
19 Judgment. If the Parties do not jointly agree on a course of action to take, any monies that have
20 been paid pursuant to Section 4 shall be refunded within 15 days after remittitur to the trial court,
21 and the case shall proceed on its normal course on the trial court's calendar.

22 **12. MODIFICATION**

23 12.1 This Consent Judgment may be modified only by express written agreement of the
24 Parties and the approval of the Court or upon the granting of a motion brought to the Court by either
25 Party.

26 12.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to
27 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

1 **13. ATTORNEY'S FEES**

2 13.1 A party who unsuccessfully brings or contests an action arising out of this Consent
3 Judgment shall be required to pay the prevailing party's reasonable attorney's fees and costs unless
4 the unsuccessful party has acted with substantial justification. For purposes of this Consent
5 Judgment, the term substantial justification shall carry the same meaning as used in the Civil
6 Discovery Act of 1986, Code of Civil Procedure Section 2016, et seq.

7 13.2 Except as otherwise provided in this Consent Judgment, each Party shall bear its
8 own attorneys' fees and costs.

9 13.3 Nothing in this Section shall preclude a Party from seeking an award of sanctions
10 pursuant to law.

11 **14. RETENTION OF JURISDICTION**



12 14.1 This Court shall retain jurisdiction of this matter to implement or modify the
13 Consent Judgment.

14 **15. AUTHORIZATION**

15 15.1 The undersigned are authorized to execute this Consent Judgment on behalf of their
16 respective Parties and have read, understood and agree to all of the terms and conditions of this
17 document and certifies that he or she is fully authorized by the Party he or she represents to execute
141 the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as
4 explicitly provided herein each Party is to bear its own fees and costs.

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20 **APPROVED AS TO FORM:**
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<p>AGREED TO:</p> <p>Date : <u>3/16/2026</u> , 2025</p> <p>By: <u></u></p> <p>On Behalf of KASAB Stephanie Sy Law Offices of Stephanie Sy</p>	<p>AGREED TO:</p> <p>Date: <u>3/16/2026</u> , 2025</p> <p>By: <u></u></p> <p>On Behalf of READYWISE, Inc. Brian C Johnson Strong & Hanni</p>
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IT IS HEREBY SO STIPULATED:

AGREED TO:

AGREED TO:

Date: 09/09/2025

Date: June 16, 2025

By: 
Keep America Safe And Beautiful

By: 
READYWISE, Inc.