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5 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 SABATINO NORTH AMERICA, LLC  
14 AMAZON.COM, INC

15 AND

16 DOES 1-25

17 Defendants,  
141  
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Case No. 37-2023-00021449-CU-NP-CTL

**[PROPOSED] CONSENT  
JUDGMENT AS TO DEFENDANT  
SABATINO NORTH AMERICA,  
LLC**

19 **INTRODUCTION**

20 **1.1 The Parties**

21 This Consent Judgment is hereby entered into by and between Keep America Safe And  
22 Beautiful (“KASAB”) and Sabatino North America, LLC. KASAB and Sabatino North America,  
23 LLC are collectively referred to as the “Parties” and each of them as a “Party.” KASAB is an  
24 individual residing in California who seeks to promote awareness of exposures to toxic chemicals  
25 and improve human health by reducing or eliminating hazardous substances contained in  
26 consumer products.  
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## **1.2 Allegations and Representations**

(a) KASAB alleges that Sabatino is a person in the course of doing business for purposes of Proposition 65, Cal. Health & Safety Code § 25249.6 et seq., and has offered for sale in the State of California and sold in California the “Tartufi Tartufata Sauce” that when used as intended exposes consumers to Lead and that such sales have not been accompanied by Proposition 65 warnings. Lead is listed under Proposition 65 as chemicals known to the State of California to cause cancer and reproductive harm. KASAB has cited the “Tartufi Tartufata Sauce” as a specific example of the product that is the subject of its allegations.

(b) Sabatino does not admit and denies the material, factual, and legal allegations contained in the Notices, and maintains that all products sold, distributed, or offered for sale in California are in compliance with all laws, including, without limitation, Proposition 65.

(c) The Parties enter into this Consent Judgment to resolve all Proposition 65 claims concerning the Covered Products (defined below) set forth in KASAB’s Notice, including claims against manufacturers, distributors, customers, retailers, and affiliates, who allegedly violated Proposition 65 by distributing the Covered Products in California.

## **1.3 Covered Products**

The products that are covered by this Consent Judgment are defined as, “Tartufi Tartufata Sauce” manufactured, distributed, sold, or offered for sale by Sabatino in the State of California (“Covered Products”).

## **1.4 Notice of Violation**

On or about May 24, 2022 KASAB served Sabatino, Amazon.com, Inc. (“Amazon”) and all public enforcement agencies eligible to initiate Proposition 65 actions on behalf of the People of the State of California with a document entitled “60-Day Notice of Violation” (the “Notice”) that provided Sabatino, Amazon and such public enforcers with notice that alleged that Sabatino and Amazon were in alleged violation of Proposition 65 for failing to warn consumers and customers that the Covered Products exposed users in California to Lead. No public enforcer diligently prosecuted the claims alleged in the Notice within sixty days plus service time relative

1 to the provision of the Notice to them by KASAB.

2 **1.5 No Admission**

3 Sabatino denies the material allegations contained in KASAB's Notice and maintains that  
4 it has not violated Proposition 65. Nothing in this Consent Judgment shall be construed as an  
5 admission by Sabatino of any fact, finding, issue of law, or violation of law, or any other  
6 statutory, regulatory, common law, or equitable doctrine; nor shall compliance with this Consent  
7 Judgment constitute or be construed as an admission by Sabatino of any fact, finding, conclusion,  
8 issue of law, or violation of law, such being specifically denied by Sabatino. However, this  
9 section shall not diminish or otherwise affect the obligations, responsibilities, and duties of  
10 Sabatino under this Consent Judgment.

11 **1.6 Execution/Effective Date**

12 1.6.1 For purposes of this Consent Judgment, the term "Execution Date" shall mean the  
13 date this Consent Judgment is fully executed.

14 1.6.2 For purposes of this Consent Judgment, the term "Effective Date" shall mean the  
15 date that the Consent Judgment is signed by the Court.

16 **2. INJUNCTIVE RELIEF: WARNINGS**

17 2.1 Commencing sixty (60) days after the Effective Date ("Compliance Date"),  
141 Sabatino shall not sell, offer for sale, ship for sale or otherwise distribute or allow to be  
4 distributed in California any Covered Products where a warning statement is required pursuant to  
19 Cal. Health & Safety Code §25249.6, unless the sales and distribution of the Covered Products  
20 are in full compliance with California Code of Regulations, Title 27, Article 6, Clear and  
21 Reasonable Warning Requirements §25601-§25603 and §25607.1-§25607.2 (see also:  
22 "www.P65Warnings.ca.gov/food."), in effect as of the Compliance Date and as may be amended  
23 in the future. Covered Products that were manufactured, packed, or labeled prior to the  
24 Compliance Date shall be permitted to be sold as previously manufactured, packed, or labeled.  
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1           2.2     **Sell-Through Period**

2           Notwithstanding anything else in this Consent Judgment, Covered Products that are  
3 manufactured, packaged or put into commerce on or after this agreement is executed shall be  
4 subject to the release of liability pursuant to this Consent Judgment, without regards to when such  
5 Covered Products were, or are in the future, distributed or sold to customers. As a result, the  
6 obligations of Sabatino, or any other Releasees (if applicable), stated in this Section 2 do not  
7 apply to Covered Products manufactured, packaged or put into commerce between the Execution  
8 Date and the Compliance Date.  
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11         **3.     CIVIL PENALTY & REIMBURSEMENT OF FEES AND COSTS**

12           3.1   Payment pursuant to Health & Safety Code Section 25249.7(b). Sabatino shall pay a  
13 Civil Penalty of \$100.00 to be apportioned in accordance with California Health & Safety Code  
14 Section 25192, with 75% of these funds remitted to the State of California's Office of  
15 Environmental Health Hazard Assessment (CCR Title 11 Div 4-Proposition 65 Private  
16 Enforcement) and the remaining 25% of the penalty remitted to KASAB, as provided by  
17 California Health & Safety Code Section 25249.7. Payment of said monies shall be made via  
141 bank wire to plaintiff's counsel, the "Law Offices of Stephanie Sy" no later than Five (5) days  
4 following the Effective Date, plaintiff's counsel will distribute the monies as described herein.

19           3.2   Sabatino will pay KASAB's counsel \$10,000.00 for attorneys' fees, expert and  
20 investigation fees, and related costs associated with this matter and the Notice and incurred as a  
21 result of investigating, bringing this matter to Sabatino's attention, and negotiating a settlement.  
22 Payment of said monies shall be made via bank wire to the "Law Offices of Stephanie Sy" no  
23 later than Five (5) days following the Effective Date.

24           3.3.   The Law Offices of Stephanie Sy agree to provide Sabatino with tax identification  
25 information within two (2) days following the Execution Date.

26           3.4   Other than the payment specified herein, each side is to bear its own attorneys'  
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1 fees and costs.

2 **4. CLAIMS COVERED AND RELEASED**

3 **4.1 Release of Sabatino and Downstream Customers**

4 KASAB, acting on its own behalf and in the public interest, releases Sabatino and all  
5 entities and persons from whom they obtain and to or via whom they directly or indirectly  
6 distribute or sell the Products, including but not limited to Amazon, and each of their  
7 manufacturers, distributors, marketplace hosts, wholesalers, licensors, licensees, auctioneers,  
8 retailers , franchisees, dealers, customers, owners, purchasers, and users, and their respective  
9 parent companies, corporate affiliates, subsidiaries, officers, directors, attorneys, representatives,  
10 shareholders, agents, successors, and employees, and sister entities (collectively with Sabatino ,  
11 “Releasees”) from all claims for violations of Proposition 65 through the Compliance Date based  
12 on exposure to Lead from the Covered Products.

13 KASB, in its individual capacity, also provides a release to Releasees, which shall be a  
14 full and final accord and satisfaction of, as well as a bar to, all actions, causes of action,  
15 obligations, costs, expenses, attorneys’ fees, damages, losses, claims liabilities and demands of  
16 every nature, character and kind, whether known or unknown, suspected or unsuspected, arising  
17 out of alleged or actual exposures to lead in Covered Products manufactured, imported, sold or  
141 distributed by Sabatino before the Compliance Date.

4 In addition to the foregoing, KASAB, on behalf of itself, its past and current agents,  
19 representatives, attorneys, and successors and/or assignees, hereby waives all rights to institute or  
20 participate in, directly or indirectly, any form of legal action and releases any other claims, actions,  
21 causes of action, demands, rights, suits, liabilities, damages, losses, costs, expenses, and attorney’s  
22 fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent, now or  
23 in the future that she could make against the Releasees, including but not limited to Amazon,  
24 relating to or arising from the Covered Products. With respect to the foregoing waiver and release  
25 in this paragraph, KASAB hereby specifically waives all rights and benefits which it now has, or  
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1 in the future may have, conferred by virtue of Section 1542 of the California Civil Code, which  
2 provides:

3 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**  
4 **WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO**  
5 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING**  
6 **THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST**  
7 **HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT**  
8 **WITH THE DEBTOR.**

9 **4.2 SABATINO Release of KASAB**

10 Aside from any potential dispute relating to this Consent Judgment, Sabatino waives all  
11 claims against KASAB, its attorneys and other representatives, for all actions taken, or statements  
12 made by KASAB and its attorneys and other representatives in the course of investigating the  
13 claims or otherwise seeking enforcement of Proposition 65 against it in this matter with respect to  
14 the Products.

15 **5. SEVERABILITY AND MERGER**

16 If after the execution of this Consent Judgment any of the provisions of this document are  
17 held by a court to be unenforceable, the validity of the enforceable provisions remaining shall not  
18 be adversely affected.

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

23 **6. GOVERNING LAW**

24 6.1 This Consent Judgment shall be interpreted in accordance with the plain English  
25 meaning of its terms and the construction thereof shall be governed by the laws in force in the  
26 State of California, USA without regard to conflicts of law principles. This Consent Judgment  
27 resolves any issue, now or in the future, with the requirements of Proposition 65 with respect to  
alleged exposures to Lead arising from the Covered Products. If Proposition 65 is repealed or is  
otherwise rendered inapplicable by reason of law generally, or as to the Covered Products, then

1 Sabatino shall have no further obligations pursuant to this Consent Judgment with respect to, and  
2 to the extent that, the Covered Products are so affected.

3 6.2 This Consent Judgment shall apply to and be binding upon KASAB and Sabatino,  
4 its divisions, subdivisions, and subsidiaries, if any, and the Parties' successors and assigns.

5 6.3 The Parties, including their counsel, have participated in the preparation of this  
6 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This  
7 Consent Judgment was subject to revision and modification by the Parties and has been accepted  
8 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or  
9 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result  
10 of the manner of the preparation of this Consent Judgment.

11 **7. NOTICES**

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

16 For SABATINO:

17 Sophia B. Castillo.  
141 Keller and Heckman LLP  
Three Embarcadero Center, Suite 1420  
4 San Francisco, CA 94111  
castillo@khlaw.com  
19

20  
21 For KASAB:

22 Stephanie Sy, Esq.  
23 Law Offices of Stephanie Sy  
11622 El Camino Real, Suite 100  
24 San Diego, California 92130

25 Any Party, from time to time, may specify in writing to the other Party a change of  
26 address to which all notices and other communications shall be sent.

27 **8. COUNTERPARTS; FACSIMILE SIGNATURES**

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

4       **9.       COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)**

5           KASAB agrees to promptly comply with the requirements set forth in California Health &  
6 Safety Code §25249.7(f).

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8       **10.      MODIFICATION**

9           This Consent Judgment may be modified only by further written agreement of the Parties.

10      **11.      ENFORCEMENT OF CONSENT JUDGMENT**

11           Either Party may bring an action to enforce the terms of this Consent Judgment. A Party  
12 who unsuccessfully brings or contests an action arising out of this Consent Judgment may be  
13 ordered by the court to pay the prevailing Party's reasonable attorney's fees and costs.

14      **12.      COURT APPROVAL**

15           This Consent Judgment is not effective until it is approved by the Court and shall be null  
16 and void if it is not approved by the Court within one year after it has been fully executed by the  
17 Parties, or by such additional time as the Parties may agree to in writing. Upon execution of this  
141 Consent Judgment by the Parties, KASAB shall dismiss the complaint and all causes of action  
4 and claims against Defendant Amazon.com, Inc. from this action, with prejudice.

19      **13.      ENTIRE AGREEMENT**

20           This Consent Judgment contains the sole and entire agreement and understanding of the  
21 Parties with respect to the entire subject matter hereof, and all prior discussions, negotiations,  
22 commitments, or understandings related thereto, if any, are hereby merged herein and therein. No  
23 representations, oral or otherwise, express or implied, other than those specifically referred to in  
24 this Consent Judgment have been made by any Party hereto. No supplementation, modification,  
25 waiver, or termination of this Consent Judgment shall be binding unless executed in writing by  
26 the Party to be bound thereby. No waiver of any of the provisions of this Consent Judgment shall  
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1 be deemed or shall constitute a waiver of any of the other provisions hereof whether similar, nor  
2 shall such waiver constitute a continuing waiver.

3 13. **AUTHORIZATION**

4 The undersigned are authorized to execute this Consent Judgment on behalf of their  
5 respective Parties and have read, understood and agreed to all the terms and conditions of this  
6 document.

7  
8 **AGREED TO:**

**AGREED TO:**

9  
10 Date: 5/15/2025

Date: 4-28-2025

11 By:   
12 Keep America Safe And Beautiful

By:   
Sabatino North America, LLC