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8 Attorneys for Plaintiff EnviroProtect, LLC

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF LOS ANGELES**

11 ENVIROPROTECT, LLC, in the public
12 interest,

13 Plaintiff,

14 vs.

15 CITRUS BLUE COMPANY, a California
16 Corporation; HOMEGOODS, LLC., a
17 Delaware Limited Liability Company; and
18 DOES 1 through 50, inclusive,

19 Defendants.

Case No.: 24STCV19140

**[PROPOSED] STIPULATED CONSENT
JUDGMENT**

HEALTH AND SAFETY CODE § 25249.6

1 **1. INTRODUCTION**

2 **1.1. EnviroProtect, LLC, Citrus Blue Company.**

3 This Consent Judgment is entered into by and between plaintiff EnviroProtect, LLC ("EP"
4 or "Plaintiff") and defendant Citrus Blue Company ("CBC" or "Defendant") with CBC and EP
5 each individually referred to as a "Party" and collectively as the "Parties."

6 **1.2. Plaintiff**

7 EP is a limited liability company duly organized and existing in the State of California,
8 which seeks to promote awareness of exposures to toxic chemicals and to improve human health
9 by reducing or eliminating hazardous substances used in consumer products.

10 **1.3. Defendant CBC**

11 CBC and/or Homegoods, LLC ("Homegoods") employs ten or more persons and is a
12 person in the course of doing business for purposes of the Safe Drinking Water and Toxic
13 Enforcement Act of 1986, California Health and Safety Code section 25249.6 *et seq.* ("Proposition
14 65").

15 **1.4. General Allegation**

16 EP alleges that Defendants manufactured, sold, and/or distributed for sale in California,
17 certain products described more specifically below containing lead, a chemical listed by the State
18 of California under Proposition 65, without providing a required Proposition 65 warning. Lead
19 shall be referred to hereinafter as the "Listed Chemical."

20 **1.5. Product Description**

21 The CBC product that is the subject of this Consent Judgment is the Organic Matcha
22 Superfood Mix SKU # 162288, and UPC #850047325433, which was sold and/or distributed for
23 sale in California by Defendants ("Covered Products").

24 **1.6. Notice of Violation**

25 On January 24, 2024, EP served CBC, Homegoods, and the requisite public enforcement
26 agencies with a 60-Day Notice of Violation ("Notices") alleging that CBC and Homegoods
27 violated Proposition 65. The Notice alleged that CBC failed to warn its customers and consumers
28 in California that the Covered Products contain lead.

1 **1.7. Complaint**

2 On July 31, 2024, Plaintiff, who was and is acting in the interest of the general public in
3 California, filed a complaint (“Complaint”) in the Superior Court in and for the County of Los
4 Angeles against CBC, Homegoods, and Does 1 through 50, alleging violations of Health & Safety
5 Code §25249.6 based on the alleged exposures to lead contained in the Covered Product.

6 **1.8. No Admission**

7 The Parties enter into this Consent Judgment as a full and final settlement of all claims that
8 were raised or that could have been raised in the Notice, arising out of the facts and/or conduct
9 alleged therein. CBC denies the material, factual, and legal allegations contained in EP’s Notice,
10 and maintains that all products, including but not limited to the Covered Products, that they have
11 sold and distributed in California have been and are in compliance with all applicable laws, and
12 are completely safe for their intended use. Nothing in this Consent Judgment shall be construed
13 as an admission by CBC of any fact, finding, conclusion, issue of law, or violation of law, nor
14 shall compliance with this Consent Judgment constitute or be construed as an admission by CBC
15 of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied
16 by CBC. However, this section shall not diminish or otherwise affect CBC’s obligations,
17 responsibilities, and duties hereunder.

18 **1.9. Consent to Jurisdiction**

19 For purposes of this Consent Judgment only, the Parties stipulate that: (1) this Court has
20 jurisdiction over Defendants as to the allegations contained in the Complaint; 2) that venue is
21 proper in the County of Los Angeles; and 3) that this Court has jurisdiction to enter and enforce
22 the provisions of this Consent Judgment.

23 **1.10. Effective Date**

24 For purposes of this Consent Judgment, the term “Effective Date” shall mean the date on
25 which the Court approves and signs an order approving this Consent Judgment.

26 **2. INJUNCTIVE RELIEF: REFORMULATED PRODUCTS AND WARNINGS**

27 **2.1. Reformulation Standard and Schedule**

28

1 Commencing after the Effective Date, CBC shall not manufacture for consumer sale into
2 the State of California any Covered Product that subsequently exposes a person to a Daily Serving
3 of more than 0.5 micrograms of lead, as calculated in Section 2.2, without providing a warning as
4 set forth in Sections 2.4 and 2.5. A reformulated Covered Product ("Reformulated Product") is
5 one for which the Daily Serving contains no more than 0.5 micrograms of lead ("Reformulation
6 Standard").

7 Covered Products that comply with the Reformulation Standard shall not require any
8 warnings. For any Covered Products manufactured after the Effective Date that are not
9 Reformulated Products, CBC shall provide the warning set forth in Section 2.4.

10 As long as CBC complies and remain in compliance with the requirements of Section 2.1 –
11 2.4 for each of the Covered Products, the Parties agree that such Products shall be deemed to
12 comply with Proposition 65 with respect to lead, and that compliance with this Consent Judgment
13 shall fully and completely satisfy CBC's obligations under Proposition 65 to provide warnings for
14 such Covered Products with respect to the presence of lead, regardless of when manufactured,
15 distributed or sold.

16 Covered Products currently in the channels of distribution may continue to be sold through
17 by CBC and Releasees. However, as of the Effective Date, CBC and the Releasees, as defined in
18 Section 5.1, may not sell into California newly manufactured Covered Products that are not
19 Reformulated Products or do not contain the warnings set forth in Paragraph 2.5.

20 **2.2. Daily Serving**

21 A Daily Serving (for purposes of determining Proposition 65 compliance for chemicals
22 present in the Covered Products) shall be defined as the serving size set forth on the "Nutritional
23 Facts" or "Supplemental Facts" set forth on the product label.

24 **2.3. Warning Option**

25 Covered Products that do not meet the standard of Reformulated Products set forth in
26 Section 2.1 above shall be accompanied by a warning as described in Section 2.4 below. This
27 warning shall only be required as to Covered Products that CBC manufactures, sells or ships to
28 consumers, retailers, or distributors in California after the Effective Date. No Proposition 65

1 warning for lead shall be required as to any Covered Products that are already in the stream of
2 commerce as of the Effective Date.

3 **2.4. Warning Language**

4 Covered Products manufactured after the Effective Date for sale in California that do not
5 qualify as Reformulated Products shall contain a Proposition 65 warning affixed to the packaging,
6 labeling, or directly on each Covered Product. The warning shall state either:

7
8 1) **“WARNING:” [or] “CA WARNING:” [or] “CALIFORNIA**
9 **WARNING:”**: Consuming this product can expose you to lead, which is
10 known to the State of California to cause cancer and birth defects or other
11 reproductive harm. For more information go to
12 www.P65Warnings.ca.gov/food.

13 **SHORT FORM**

14 2) **“WARNING:” [or] “CA WARNING:” [or] “CALIFORNIA**
15 **WARNING:”** Risk of cancer and reproductive harm from exposure to
16 lead. See www.P65Warnings.ca.gov/food.

17 **SHORT FORM**

18 3) **“WARNING:” [or] “CA WARNING:” [or] “CALIFORNIA**
19 **WARNING:”** Can expose you to lead, a carcinogen and reproductive
20 toxicant. See www.P65Warnings.ca.gov/food.

21 **SHORT FORM ON A PRODUCT MANUFACTURED/LABELED PRIOR TO 1/1/28,**
22 **REGARDLESS OF THE DATE OF SALE**

23 4) **WARNING: Cancer and Reproductive Harm –**
24 www.P65Warnings.ca.gov/food.

25 Where the warning is provided on the food product label, it must be set off from other
26 surrounding information, enclosed in a box. The warning shall be prominently displayed with
27 such conspicuousness as compared with other words, statements, designs, or devices as to render it
28 likely to be read and understood by an ordinary individual under customary conditions before

1 purchase or use. Each warning shall be provided in a manner such that the consumer or user is
2 reasonably likely to understand the Covered Products the warning applies to, so as to minimize the
3 risk of consumer confusion. Where a specific food product sign, label, or shelf tag used to provide
4 a warning includes consumer information in a language other than English, the warning must also
5 be provided in that language in addition to English. In the event that the Office of Environmental
6 Health Hazard Assessment promulgates one or more regulations applicable to the Covered Product
7 and Listed Chemical requiring or permitting warning text and/or methods of transmission different
8 than those set forth above, CBC shall be entitled to use, at its discretion, such other warning text
9 and/or methods of transmission without being deemed in breach of this Consent Judgment, as long
10 as such warning text and methods of transmission comply with OEHHA regulations.

11 **2.5. Internet Sales**

12 For any Covered Products sold by CBC through the internet, the relevant warnings shall
13 comply with the requirements of 27 Cal. Code Regs. § 25602(b), effective August 30, 2018.

14 **2.6. Warnings By Notice To Businesses Who Are Selling Or Receive The Covered**
15 **Products**

16 For purposes of this Consent Judgment, CBC may also satisfy the warning requirement as
17 to any business or retailer that is subject to Proposition 65, to which it sells or transfers the
18 Covered Products by complying with the requirements of 27 Cal. Code Regs. §25600.2.

19 **3. MONETARY PAYMENTS**

20 **3.1. Payments Pursuant to Health & Safety Code § 25249.7(b)**

21 Defendants shall pay a total civil penalty of \$1,000, to be apportioned in accordance with
22 California Health & Safety Code §§25249.12(c) & (d), with 75% of these funds remitted to the
23 State of California's Office of Environmental Health Hazard Assessment ("OEHHA") and the
24 remaining 25% of the penalty remitted to EP. CBC shall issue two separate checks for the penalty
25 payment: (a) one check made payable to the AXS LAW GROUP LA LLP in Trust for the State of
26 California's Office of Environmental Health Hazard Assessment ("in Trust for OEHHA") in the
27 amount of \$750.00, representing 75% of the total civil penalty; and (b) one check to "AXS LAW
28 GROUP LA LLP in Trust for EP" in the amount of \$250.00, representing 25% of the total civil

1 penalty. Two separate 1099s shall be issued for the above payments: The first 1099 shall be
2 issued to OEHHA, P.O. Box 4010, Sacramento, CA 95814 (EIN: 68-0284486). The second
3 1099 shall be issued to AXS LAW GROUP LA LLP, who shall furnish a W-9 at least five
4 calendar days before payment is due.

5 The payments shall be delivered to EP's counsel at the following address within ten days
6 of the Effective Date of this Consent Judgment:

7 James Kawahito, Esq.
8 AXS LAW GROUP LA LLP
9 6080 Center Drive, Suite 210
Los Angeles, CA 90045

10 Payment may also be made by wire or ACH or wire transfer. Instructions will be provided
11 separately upon request.

12 **4. REIMBURSEMENT OF ATTORNEYS' FEES AND COSTS**

13 The Parties acknowledge that EP and its counsel offered to resolve this dispute without
14 reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving any fee
15 reimbursement issue to be resolved after the material terms of the Consent Judgment had been
16 settled. The Parties reached an accord on the compensation due to EP and its counsel under
17 general contract principles and the private attorney general doctrine codified at California Code of
18 Civil Procedure (CCP) § 1021.5, for all work performed through the mutual execution of this
19 Consent Judgment. CBC shall reimburse EP and its counsel in the total amount of \$16,000 for all
20 attorney's fees, investigative and consulting costs, and all other expenses of any kind incurred by
21 EP as a result of investigating, bringing this matter to the attention of Defendants, negotiating this
22 Consent Judgment, drafting the pleadings, and preparing the necessary briefing to obtain Court
23 approval of the Consent Judgment. CBC is responsible for the \$16,000 payment. CBC shall make
24 payment by check, by ACH, or by wire transfer within ten days of the Effective Date. The check
25 shall be made payable to "AXS LAW GROUP LA LLP" and delivered to the address below.
26 Wire or ACH Instructions will be provided separately upon request.

27
28 James Kawahito, Esq.
AXS LAW GROUP LA LLP

1 6080 Center Drive, Suite 210
2 Los Angeles, CA 90045

3 To allow for the issuance of a timely payment pursuant to the above, EP shall provide CBC
4 with a completed IRS Form W-9 for AXS LAW GROUP LA LLP upon request.

5 EP further agrees that it shall indemnify, defend and hold harmless CBC, Releasees, their
6 respective officials, directors, employees, members and agents (collectively, the "Indemnitees"),
7 from and against any and all liabilities relating to any claims by EP relating to the Covered
8 Products.

9 **5. RELEASE OF CLAIMS**

10 **5.1. Release of CBC**

11 This Consent Judgment is a full, final and binding resolution between EP, on behalf of
12 itself and the public interest, and its past and current agents, representatives, attorneys, successors
13 and/or assignees (the "Releasors"), on the one hand, and CBC, their respective parents,
14 subsidiaries, affiliated entities that are under common ownership, directors, officers, employees,
15 licensors, licensees, and each entity to whom CBC directly or indirectly distributes or sells the
16 Covered Products, including but not limited to downstream retailers such as Homegoods,
17 wholesalers, customers, marketplace hosts, franchisers, cooperative members, licensors, licensees,
18 and the successors and assigns of any of them ("Releasees"), on the other hand, of any violation of
19 Proposition 65 that was or could have been asserted by EP against Defendants or the Releasees
20 based on the alleged failure to warn about alleged Proposition 65 exposures to lead caused by the
21 Covered Products that were manufactured by CBC (either directly or through any of the
22 Releasees) as of the Effective Date. Compliance with the terms of this Consent Judgment
23 constitutes compliance with Proposition 65 by CBC with respect to the alleged or actual failure to
24 warn about exposures to lead from Covered Products.

25 **5.2 EP's Individual Release of Claims**

26 EP acknowledges it is familiar with section 1542 of California's Civil Code, which provides that:

27 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR
28 DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME

1 OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE
2 MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

3 EP understands and acknowledges that the significance and consequence of this waiver of
4 California Civil Code section 1542 is that even if EP suffers future damages arising out of or
5 resulting from, or related directly or indirectly to, in whole or in part, Claims arising from any
6 violation of Proposition 65 or any other statutory or common law regarding the Covered Products
7 manufactured, distributed or sold by the Releasees through the Effective Date regarding the failure
8 to warn about actual or alleged exposure to the Listed Chemical from the Covered Products, EP
9 will not be able to make any claim for those damages, penalties or other relief against the
10 Releasees. Furthermore, EP acknowledges that it intends these consequences for any such Claims
11 arising from any violation of Proposition 65 or any other statutory or common law regarding the
12 failure to warn about exposure to the Listed Chemical from the Covered Products as may exist as
13 of the date of this release but which EP does not know exist, and which, if known, would
14 materially affect their decision to enter into this Consent Judgment, regardless of whether their
15 lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

16 **5.3 Defendants Release of EP**

17 Defendants on behalf of themselves, their past and current agents, representatives,
18 attorneys, successors, and/or assignees, hereby waives any and all claims against EP, its attorneys
19 and other representatives, for any and all actions taken or statements made (or those that could
20 have been taken or made) by EP and its attorneys and other representatives, whether in the course
21 of investigating claims or otherwise seeking to enforce Proposition 65 against it in this matter with
22 respect to the Covered Products.

23 **5.4 Dismissal of Homegoods**

24 Upon entry of this Stipulated Judgement, EP shall file a request for dismissal with
25 prejudice as to Homegoods.

26 **6. COURT APPROVAL**

27 This Consent Judgment is not effective until it is approved and entered by the Court and
28 shall be null and void if, for any reason, it is not approved and entered by the Court.

1 **7. SEVERABILITY**

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

5 **8. GOVERNING LAW**

6 The terms of this Consent Judgment shall be governed by the laws of the State of
7 California and applied within the State of California. If Proposition 65 is repealed, preempted, or
8 otherwise rendered inapplicable as a matter of law whether generally or with respect to the
9 Covered Products, CBC will provide EP with written notice of the asserted change in law and
10 shall thereafter seek relief from the Court for a modification of this Consent Judgment.

11 **9. JOINT PREPARATION**

12 The Parties have jointly participated in the preparation of this Consent Judgment and this
13 Consent Judgment is the result of the joint efforts of the Parties. Accordingly, any uncertainty or
14 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result
15 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment
16 agrees that any statute or rule of construction providing that ambiguities are to be resolved against
17 the drafting Party should not be employed in the interpretation of this Consent Judgment and, in
18 this regard, the Parties hereby waive California Civil Code § 1654.

19 **10. 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 any and all prior discussions,
22 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein.
23 No supplementation, modification, waiver, or termination of this Consent Judgment shall be
24 binding unless executed in writing by the Party to be bound thereby. No waiver of any of the
25 provisions of this Consent Judgment shall be deemed or shall constitute a waiver of any of the
26 other provisions hereof, whether or not similar, nor shall such waiver constitute a continuing
27 waiver unless set forth in writing between the Parties.

28 **11. NOTICES**

1 Unless specified herein, all correspondence and notice required to be provided pursuant to
2 this Consent Judgment shall be in writing and, with courtesy copies to counsel delivered by email,
3 sent by: (a) personal delivery; (b) first-class, registered or certified mail, return receipt requested;
4 or (c) a recognized overnight courier on any Party by the other at the following addresses:

5
6
7 For CBC: Youjun Liu, Esq.
8 Liu & Wakabayashi LLP
9 2831 Camino Del Rio South
10 Suite 216
11 San Diego, CA 92108
12 Yliu@liuwakalaw.com

13
14 For EP: James Kawahito, Esq.
15 AXS LAW GROUP LA LLP
16 6080 Center Drive,
17 Suite 210
18 Los Angeles, CA 90045
19 james@axslawgroup.com

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

22 **12. COUNTERPARTS; FACSIMILE SIGNATURES**

23 This Consent Judgment may be executed in counterparts and by facsimile or portable
24 document format (PDF) signature, each of which shall be deemed an original, and all of which,
25 when taken together, shall constitute one and the same document.

26 **13. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7**

27 EP and his attorneys agree to comply with the reporting form requirements referenced in
28 California Health and Safety Code Section 25249.7(f).

29 **14. ADDITIONAL POST EXECUTION ACTIVITIES**

30 The Parties acknowledge that, pursuant to Health & Safety Code §25249.7, a noticed
31 motion is required to obtain judicial approval of this Consent Judgment. In furtherance of
32 obtaining such approval, EP shall be responsible for preparing the motion to approve the Consent

Judgment. Defendants and their respective counsel agree to mutually employ their best efforts to support the entry of this agreement as a Consent Judgment and obtain approval of the Consent Judgment by the Court in a timely manner. For purposes of this paragraph, best efforts shall include at a minimum, cooperating in Plaintiff's drafting and filing of any papers in support of the required motion for judicial approval.

15. MODIFICATION

This Consent Judgment may be modified only: (1) by written agreement of the parties and upon entry of a modified consent judgment by the Court thereon; or (2) upon a successful motion of any party and entry of a modified consent judgment by the Court. The Attorney General shall be served with notice of any proposed modification to this Consent Judgment at least fifteen days in advance of its consideration by the Court. To the extent either party alleges a breach of this Consent Judgment, written notice shall be provided to the party in alleged breach, and the Parties shall thereafter meet and confer for at least 30 days to try to informally resolve the dispute before either Party files a motion to enforce.

16. AUTHORIZATION

The undersigned are authorized to stipulate to, enter into, and execute this Consent Judgment on behalf of their respective parties, and have read, understood, and agree to all of the terms and conditions of this Consent Judgment.

AGREED TO:

AGREED TO:

Date: December 10, 2025

Date: November 20, 2025

By: Emilio Zelenya
EnviroProtect, LLC

By: [Signature]
Citrus Blue Company

1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to Health & Safety
2 Code § 25249.7(f)(4) and Code of Civil Procedure § 664.6, judgment is hereby entered.
3

4 Dated: _____

JUDGE OF THE SUPERIOR COURT