

1 **ENTORNO LAW, LLP**

2 Craig M. Nicholas (SBN 178444)

3 Noam Glick (SBN 251582)

4 Jake W. Schulte (SBN 293777)

5 Janani Natarajan (SBN 346770)

6 Gianna E. Tirrell (SBN 358788)

7 225 Broadway, Suite 1900

8 San Diego, California 92101

9 Tel: (619) 629-0527

10 Email: craig@entornolaw.com

11 Email: noam@entornolaw.com

12 Email: jake@entornolaw.com

13 Email: janani@entornolaw.com

14 Email: gianna@entornolaw.com

15 Attorneys for Plaintiff

16 Environmental Health Advocates, Inc.

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

18 **IN AND FOR THE COUNTY OF SAN FRANCISCO**

19 ENVIRONMENTAL HEALTH  
20 ADVOCATES, INC.,

21 Plaintiff,

22 v.

23 STANDARD PROCESS INC., a Wisconsin  
24 corporation; AMAZON.COM, INC., a  
25 Delaware corporation; and DOES 1 through  
26 100, inclusive,

27 Defendants.

Case No. CGC-25-626248

**[PROPOSED] CONSENT JUDGMENT**

(Health & Safety Code § 25249.6 *et seq.* and  
Code Civ. Proc. § 664.6)

1     **1. INTRODUCTION**

2             **1.1 Parties**

3             This Consent Judgment is entered into by and between Environmental Health Advocates, Inc.,  
4     (“EHA” or “Plaintiff”) and Standard Process Inc. (“Defendant” or “Standard Process”) with EHA and  
5     Standard Process each individually referred to as a “Party” and collectively referred to as the “Parties.”

6             **1.2 Plaintiff**

7             EHA is a corporation organized in the state of California, acting in the interest of the general  
8     public. It seeks to promote awareness of exposures to toxic chemicals and to improve human health by  
9     reducing or eliminating hazardous substances contained in consumer products.

10            **1.3 Defendant**

11            Standard Process employs ten or more individuals and for purposes of this Consent Judgment  
12     only, is a “person in the course of doing business” for purposes of the Safe Drinking Water and Toxic  
13     Enforcement Act of 1986, Health and Safety Code section 25249.6 et seq. (“Proposition 65”).

14            **1.4 General Allegations**

15            EHA alleges that Standard Process manufactures, imports, sells, and distributes for sale  
16     POSSIBLE Snack Bar – Cashew Date Turmeric that contains lead. EHA further alleges that Standard  
17     Process does so without providing a sufficient health hazard warning as required by Proposition 65 and  
18     related Regulations. Standard Process denies these allegations and asserts that its products are safe and  
19     in compliance with all applicable laws, rules and regulations.

20            **1.5 Notice of Violation**

21            On or around January 31, 2024, EHA served Defendant Standard Process, Amazon.com, Inc.,  
22     the California Attorney General, and all other required public enforcement agencies with a 60-Day  
23     Notice of Violation of Proposition 65 (“Notice”). The Notice alleged that Standard Process had violated  
24     Proposition 65 by failing to sufficiently warn consumers in California of the health hazards associated  
25     with exposures to lead contained in snack bars products, including but not limited to POSSIBLE Snack  
26     Bar – Cashew Date Turmeric manufactured or processed by Standard Process that allegedly contain  
27     lead and are imported, sold, shipped, delivered, or distributed for sale to consumers in California by  
28     Releasees (as defined in section 4.1).

1 No public enforcer has commenced or is otherwise prosecuting an action to enforce the  
2 violations alleged in the Notice.

### 3 **1.6 Product Description**

4 The products covered by this Consent Judgment are snack bars products, including but not  
5 limited to POSSIBLE Snack Bar – Cashew Date Turmeric manufactured or processed by Standard  
6 Process that allegedly contain lead and are imported, sold, shipped, delivered, or distributed for sale to  
7 consumers in California by Releasees (as defined in section 4.1) (“Covered Products”).

### 8 **1.7 State of the Pleadings**

9 On or around June 18, 2025, EHA filed a Complaint against Standard Process for the alleged  
10 violations of Proposition 65 that are the subject of the Notice (“Complaint”).

### 11 **1.8 No Admission**

12 Standard Process denies the material factual and legal allegations of the Notice and Complaint  
13 and maintains that all of the products it has manufactured, imported, sold, and/or distributed for sale in  
14 California, including Covered Products, have been, and are, in compliance with all applicable laws,  
15 rules and regulations. Nothing in this Consent Judgment shall be construed as an admission of any fact,  
16 finding, conclusion of law, issue of law, or violation of law, nor shall compliance with this Consent  
17 Judgment be construed as an admission of any fact, finding, conclusion of law, issue of law, or violation  
18 of law. This Section shall not, however, diminish or otherwise affect Standard Process' obligations,  
19 responsibilities, and duties under this Consent Judgment.

### 20 **1.9 Jurisdiction**

21 For purposes of this Consent Judgment and the Complaint only, the Parties stipulate that this  
22 Court has jurisdiction over Standard Process as to the allegations in the Complaint, that venue is proper  
23 in the County of San Francisco, and that the Court has jurisdiction to enter and enforce the provisions  
24 of this Consent Judgment pursuant to Proposition 65 and Code of Civil Procedure section 664.6.

### 25 **1.10 Effective Date**

26 For purposes of this Consent Judgment, the term “Effective Date” means the date on which this  
27 Consent Judgment is approved by the Court, as discussed in Section 5.  
28

1           **1.11 Compliance Date**

2           For purposes of this Consent Judgment, the term “Compliance Date” means 30 days from the  
3 date on which this Consent Judgment is approved and entered as a judgment of the Court, as discussed  
4 in Section 5.

5           **2. INJUNCTIVE RELIEF**

6           **2.1 Reformulation Standard for the Covered Products**

7           Beginning on the Compliance Date, Standard Process shall be permanently enjoined from  
8 distributing for sale in the State of California any Covered Products that expose a person to a “Daily  
9 Lead Exposure Level” of more than 0.5 micrograms of Lead in excess of the Naturally Occurring Lead  
10 Level based on a single serving per day (the “Reformulation Standard”) unless such Covered Products  
11 comply with the warning requirements of Section 2.2. In consideration of the ingredients in the Covered  
12 Products, for purposes of this Consent Judgment, the amount of lead deemed to be “naturally  
13 occurring” within the meaning of Proposition 65 under 27 Cal Code Regs. Section 25501 (“the  
14 Naturally Occurring Lead Level”) shall be 1.5 micrograms in a single 53 gram serving of the Covered  
15 Products. The “Daily Lead Exposure Level” shall be calculated by multiplying the recommended  
16 serving size in Covered Product by the concentration of lead in Covered Products, and then subtracting  
17 the Naturally Occurring Lead Level. As used in this Section, “distribute for sale in California” means  
18 to directly ship Covered Products into California or to sell Covered Products to a distributor Standard  
19 Process knows will sell Covered Products in California.

20           **2.2 Clear and Reasonable Warnings**

21           For Covered Products that contain lead in a concentration exceeding the Reformulation  
22 Standard set forth in section 2.1 above, and which are distributed by Standard Process in the State of  
23 California on or after the Compliance Date, Standard Process shall provide a “clear and reasonable”  
24 Proposition 65 warning, within the meaning of Section 2549.6 of the Act, subject to Section 2.3 of this  
25 Agreement. Standard Process agrees that each warning shall be prominently placed with such  
26 conspicuousness, as compared with words, statements, designs, or devices as to render it likely to be  
27 seen, read, and understood by an ordinary individual under customary conditions before purchase or  
28 use. Each warning shall be provided in a manner such that the consumer or user understands to which

specific Covered Products the warning applies, and which listed chemical(s) is/are implicated, so as to minimize the risk of consumer confusion.

For purposes of this Settlement Agreement, a clear and reasonable warning for the Covered Products shall consist of a product-specific warning via one or more of the following methods: (1) A posted sign, shelf tag, or shelf sign for the consumer product at each point of display of the product; (2) Any electronic device or process that automatically provides the warning to the purchaser (not applicable to internet purchases, which are subject to the provisions of § 25602(b)); (3) A warning directly affixed to the product's label or tag; or (4) A short-form warning on the label that complies with the content requirements set forth in §§ 25603(b) and 25603(a). Specifically, pursuant to § 25603(a) – (d), one of the following statements must be utilized:

1) **“WARNING:” [or] “CA WARNING:” [or] “CALIFORNIA WARNING:”**: Consuming this product can expose you to lead, 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](http://www.P65Warnings.ca.gov/food).

OR

SHORT  
FORM

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

OR

SHORT  
FORM

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

OR

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

4) **WARNING: Cancer and Reproductive Harm –**  
[www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

Pursuant to Section 25607.1, where the warning is provided on the food product label, it must be set off from other surrounding information and enclosed in a box. Where a specific food product sign, label, placard, or shelf tag is used to provide a warning, it must be 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. In no case shall a warning statement appear in a type size smaller than 6-point type. Where a sign, labeling, or label as defined in Section 25600.1 is used to provide a warning that 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.

As set forth in Cal. Code Regs. Tit. 27, § 25602(b), to the extent Covered Products are sold online, a warning that complies with the content requirements of Cal. Code Regs Tit. 27, § 25603 must be provided via of the following methods: (1) A warning on the product display page; (2) A clearly marked hyperlink using the word “WARNING” or the words “CA WARNING” or “CALIFORNIA WARNING” on the product display page that links to the warning; or (3) An otherwise prominently displayed warning provided to the purchaser prior to completing the purchase. If a warning is provided using the short-form label content pursuant to Section 25602(a)(4), the warning provided on the website may use the same content. For purposes of this section, a warning is not prominently displayed if the purchaser must search for it in the general content of the website. For internet purchases made prior to 1/1/28, a retail seller is not responsible under Section 25600.2(e)(4) for conspicuously posting or displaying the new warning online until 60 calendar days after the retailer receives a warning or a written notice under Section 25600.2(b) and (c) which updates a short-form warning compliant with Section 25603(c) with content compliant with Section 25603(b). These requirements extend to any websites under the exclusive control of Standard Process where Covered Products are sold into California. In addition, Standard Process shall instruct any third-party website to which it directly sells its Covered Products to include the same online warning, as set forth above, as a condition of selling the Covered Products in California.

### **2.3 Sell-Through Period**

Notwithstanding anything else in this Consent Judgment, Covered Products that are manufactured, packaged, or put into commerce on or before the Effective Date shall be subject to the

1 release of liability pursuant to this Consent Judgment, without regard to when such Covered Products  
2 were, or are in the future, distributed or sold to customers. As a result, the obligations of Standard  
3 Process, or any Releasees (if applicable), stated in this Section 2 do not apply to Covered Products  
4 manufactured, packaged, or put into commerce between the date this Agreement is executed and the  
5 Effective Date.

6 **3. MONETARY SETTLEMENT TERMS**

7 **3.1 Settlement Amount**

8 Standard Process shall pay fifty-five thousand dollars (\$55,000.00) in settlement and total  
9 satisfaction of all the claims referred to in the Notice(s), the Complaint, and this Consent Judgment.  
10 This includes civil penalties in the amount of six thousand dollars (\$6,000.00) pursuant to Health and  
11 Safety Code section 25249.7(b) and attorneys' fees and costs in the amount of forty-nine thousand  
12 dollars (\$49,000.00) pursuant to Code of Civil Procedure section 1021.5.

13 **3.2 Civil Penalty**

14 The portion of the settlement attributable to civil penalties shall be allocated according to Health  
15 and Safety Code section 25249.12(c)(1) and (d), with seventy-five percent (75%) of the penalty paid  
16 to the California Office of Environmental Health Hazard Assessment ("OEHHA"), and the remaining  
17 twenty-five percent (25%) of the penalty paid to EHA individually. The six thousand dollars  
18 (\$6,000.00) in civil penalties shall be paid as follows:

- 19 • One payment of \$4,500.00 to OEHHA, due fourteen (14) days after the Effective Date.
- 20 • One payment of \$1,500.00 to EHA, due fourteen (14) days after the Effective date.

21 All payments owed to EHA shall be delivered to the following address:

22 Environmental Health Advocates  
23 225 Broadway, Suite 2100  
24 San Diego, CA 92101

25 All payments owed to OEHHA (EIN: 68-0284486) shall be delivered directly to OEHHA  
26 (Memo Line "Prop 65 Penalties") at the following addresses:

27 For United States Postal Service Delivery:

28 Mike Gyurics  
Fiscal Operations Branch Chief  
Office of Environmental Health Hazard Assessment  
P.O. Box 4010

1 Sacramento, CA 95812-4010

2 For Federal Express 2-Day Delivery:

3 Mike Gyurics  
4 Fiscal Operations Branch Chief  
5 Office of Environmental Health Hazard Assessment  
6 1001 I Street  
7 Sacramento, CA 95814

8 Standard Process agrees to provide EHA's counsel with a copy of the check payable to  
9 OEHHHA, simultaneous with its penalty payment to EHA.

10 Plaintiff and its counsel will provide completed IRS 1099, W-9, or other tax forms as required.  
11 Relevant information is set out below:

- 12 • "Environmental Health Advocates, Inc." (EIN: 84-2322975) at the address provided above.
- 13 • "Office of Environmental Health Hazard Assessment" 1001 I Street, Sacramento, CA 95814.

14 All payments referenced in this section shall be paid within fourteen (14) days after the Effective  
15 Date.

### 16 **3.3 Attorney's Fees and Costs**

17 The portion of the settlement attributable to attorneys' fees and costs shall be paid to EHA's  
18 counsel, who are entitled to attorneys' fees and costs incurred by it in this action, including but not  
19 limited to investigating potential violations, bringing this matter to Standard Process' attention, as well  
20 as litigating and negotiating a settlement in the public interest.

21 Standard Process shall provide its payment for civil penalty and for attorneys' fees and costs to  
22 EHA's counsel by physical check or by electronic means, including wire transfers, at Standard Process'  
23 discretion, as follows: forty-nine thousand dollars (\$49,000.00) in Attorney's Fees and Costs shall be  
24 paid as one payment of \$49,000.00, due fourteen (14) days after the Effective Date.

25 The attorney fee payments shall be made payable to Entorno Law, LLP and delivered to:

26 Noam Glick  
27 Entorno Law, LLP  
28 225 Broadway, Suite 1900  
San Diego, CA 92101



1     **4. CLAIMS COVERED AND RELEASE**

2             **4.1 EHA's Public Release of Proposition 65 Claims**

3             Plaintiff, acting on its own behalf and in the public interest, releases Standard Process, and its  
4     parents, subsidiaries, affiliated entities under common ownership or control, its directors, officers,  
5     principals, agents, employees, attorneys, insurers, accountants, predecessors, successors, and assigns  
6     ("Defendant Entities"), each entity to whom Defendant directly or indirectly distributes, ships, or sells  
7     the Covered Products, including but not limited to downstream distributors, wholesalers, customers,  
8     retailers (including but not limited to Amazon.com, Inc.), and marketplaces franchisees, franchisors,  
9     cooperative members, suppliers, licensees, and licensors, and all of the foregoing entities' owners,  
10    directors, officers, agents, principals, employees, attorneys, insurers, accountants, representatives,  
11    predecessors, successors, and assigns (collectively referred to as the "Releasees") from all claims for  
12    violations of Proposition 65 up through the Effective Date based on exposure to lead from Covered  
13    Products as set forth in the Notice(s). Compliance with the terms of this Consent Judgment constitutes  
14    compliance with Proposition 65 with respect to exposures to lead from Covered Products as set forth  
15    in the Notice(s). This Consent Judgment is a full, final, and binding resolution of all claims under  
16    Proposition 65 that were or could have been asserted against Standard Process and/or Releasees for  
17    failure to comply with Proposition 65 for alleged exposure to lead from Covered Products. This release  
18    does not extend to any third-party retailers selling the product on a website who, after receiving  
19    instruction from Standard Process to include a warning as set forth above in section 2.2, do not include  
20    such a warning.

21            **4.2 EHA's Individual Release of Claims**

22            EHA, in its individual capacity, also provides a release to Standard Process and/or Releasees,  
23    which shall be a full and final accord and satisfaction of, as well as a bar to, all actions, causes of action,  
24    obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, and demands of every  
25    nature, character, and kind, whether known or unknown, suspected or unsuspected, arising out of  
26    alleged or actual exposures to lead in Covered Products manufactured, imported, sold, or distributed  
27    by Standard Process before the Effective Date.

1           **4.3     Standard Process's Release of EHA**

2           Standard Process on its own behalf, and on behalf of Releasees as well as its past and current  
3 agents, representatives, attorneys, successors, and assignees, hereby waives any and all claims against  
4 EHA and its attorneys and other representatives, for any and all actions taken or statements made by  
5 EHA and its attorneys and other representatives, whether in the course of investigating claims,  
6 otherwise seeking to enforce Proposition 65 against them, in this matter or with respect to the Covered  
7 Products.

8           **4.4     No Other Known Claims or Violations**

9           EHA and EHA's counsel affirm that they are not presently aware of any actual or alleged  
10 violations of Proposition 65 by Standard Process or for which Standard Process bears legal  
11 responsibility other than those that are fully resolved by this Consent Judgment.

12       **5.     COURT APPROVAL**

13           This Consent Judgment is not effective until it is approved by the Court and shall be null and  
14 void if it is not approved by the Court within one year after it has been fully executed by the Parties, or  
15 by such additional time as the Parties may agree to in writing.

16       **6.     SEVERABILITY**

17           Subsequent to the Court's approval and entry of this Consent Judgment, if any provision is held  
18 by a court to be unenforceable, the validity of the remaining provisions shall not be adversely affected.

19       **7.     GOVERNING LAW**

20           The terms of this Consent Judgment shall be governed by the laws of the state of California as  
21 applied within the state of California. In the event that Proposition 65 is repealed, or is otherwise  
22 rendered inapplicable for reasons, including but not limited to changes in the law; or in the event the  
23 California Office of Health Hazard Assessment adopts a regulation or safe use determination, or issues  
24 an interpretive guideline that exempts Covered Products from meeting the requirements of Proposition  
25 65; or if lead cases are permanently enjoined by a court of competent jurisdiction; or if Proposition 65  
26 is determined to be preempted by federal law or a burden on First Amendment rights with respect to  
27 lead in Covered Products or Covered Products substantially similar to Covered Products, then Standard  
28 Process may seek relief from the injunctive obligations imposed by this Consent Judgment to the extent

any Covered Products are so affected by modifying the agreement via the mechanisms set forth in Section 12.

**8. ENFORCEMENT**

In any action to enforce the terms of this Consent Judgment, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

**9. NOTICE**

Unless otherwise specified herein, all correspondence and notice required by this Consent Judgment shall be in writing and sent by: (i) personal delivery; (ii) first-class, registered, or certified mail, return receipt requested; or (iii) a recognized overnight courier; and (iv) with a copy by email; to the following addresses:

If to Standard Process:

Trent Norris  
Hogan Lovells US LLP  
4 Embarcadero Center, Suite 3500  
San Francisco, CA 94111  
trent.norris@hoganlovells.com

If to EHA:

Noam Glick  
Entorno Law, LLP  
225 Broadway, Suite 2100  
San Diego, CA 92101  
noam@entornolaw.com

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

**10. COUNTERPARTS; DIGITAL SIGNATURES**

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

**11. POST EXECUTION ACTIVITIES**

EHA agrees to comply with the reporting form requirements referenced in Health and Safety Code section 25249.7(f). The Parties further acknowledge that, pursuant to Health and Safety Code section 25249.7(f), a noticed motion is required to obtain judicial approval of the settlement, which motion EHA shall draft and file. In furtherance of obtaining such approval, the Parties agree to mutually employ their reasonable best efforts, including those of their counsel, to support the entry of this agreement as judgment, and to obtain judicial approval of their settlement in a timely manner. For purposes of this Section, "best efforts" shall include, at a minimum, supporting the motion for approval,

1 responding to any objection that any third-party may make, and appearing at the hearing before the  
2 Court if so requested.

3 **12. MODIFICATION**

4 This Consent Judgment may be modified by: (i) a written agreement of the Parties and entry of  
5 a modified consent judgment thereon by the Court; or (ii) a successful motion or application of any  
6 Party, and the entry of a modified consent judgment thereon by the Court.

7 **13. AUTHORIZATION**

8 The undersigned are authorized to execute this Consent Judgment and acknowledge that they  
9 have read, understand, and agree to all of the terms and conditions contained herein.

10 **14. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

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

15 **15. ENTIRE AGREEMENT**

16 This Consent Judgment contains the sole and entire agreement and understanding of the Parties  
17 with respect to the entire subject matter herein, and any and all prior discussions, negotiations,  
18 commitments, and understandings related hereto. No representations, oral or otherwise, express or  
19 implied, other than those contained herein have been made by any Party. No other agreements, oral or  
20 otherwise, unless specifically referred to herein, shall be deemed to exist or to bind any Party.

21 **AGREED TO:**

**AGREED TO:**

22  
23 Date: August 22, 2025

Date: August 28, 2025

24 By:   
25 ENVIRONMENTAL HEALTH  
26 ADVOCATES, INC.

24 By:   
25 STANDARD PROCESS INC.

1 **IT IS SO ORDERED.**

2 Date: \_\_\_\_\_

3  
4 JUDGE OF THE SUPERIOR COURT