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8  
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF SAN FRANCISCO

11 EMA BELL,

12 Plaintiff,

13 v.

14 SARAYA USA, INC., KOHL'S, INC.,

15 Defendants.

Case No.: CGC-25-624316

**CONSENT JUDGMENT**

Judge: Joseph M. Quinn  
Dept.: 302

Hearing Date: October 9, 2025

Hearing Time: 9:00 AM

Complaint Filed: April 14, 2025

1     **1. INTRODUCTION**

2             **1.1 The Parties.** This Consent Judgment (“Consent Judgment” or “Settlement  
3 Agreement”) is entered into by and between Ema Bell acting on behalf of the public interest  
4 (“Bell”) and Saraya USA, Inc. (“Saraya” or “Defendant”) with Bell and Defendant collectively  
5 referred to as the “Parties” and each of them as a “Party.” Bell is an individual residing in California  
6 that seeks to promote awareness of exposures to toxic chemicals and improve human health by  
7 reducing or eliminating hazardous substances contained in consumer products. Saraya is alleged to  
8 be a person in the course of doing business for purposes of Proposition 65, Cal. Health & Safety  
9 Code §§ 25249.6 et seq.

10            **1.2 Allegations and Representations.** Bell alleges that Defendant has exposed  
11 individuals to lead from its sales of *Lakanto*® keto sugar free brownie mixes, UPC #  
12 8430760005564 without providing a clear and reasonable exposure warning pursuant to  
13 Proposition 65. Lead is listed pursuant to Proposition 65 as a chemical known to the State of  
14 California to cause cancer and birth defects or other reproductive harm.

15            **1.3 Notice of Violation/Action.** On June 19, 2024, Bell served Saraya, Kohl’s, Inc., and  
16 various public enforcement agencies with documents entitled “60-Day Notice of Violation”  
17 pursuant to Health & Safety Code §25249.7(d) (the “Notice”), alleging that Defendant violated  
18 Proposition 65 for failing to warn consumers and customers that use of *Lakanto*® keto sugar free  
19 brownie mixes, UPC # 8430760005564 exposes consumers in California to lead. No public  
20 enforcer has brought and is diligently prosecuting the claims alleged in the Notice. On April 14,  
21 2025, Bell filed a complaint (the “Complaint” or “Action”).

22            **1.4** For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
23 jurisdiction over Defendant as to the allegations contained in the Action filed in this matter, that  
24 venue is proper in the County of San Francisco, and that this Court has jurisdiction to approve,  
25 enter, and oversee the enforcement of this Consent Judgment as a full and final binding resolution  
26 of all claims which were or could have been raised in the Action based on the facts alleged therein  
27 and in the Notice.  
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1.5 Defendant denies the material allegations contained in Bell's Notice and Complaint and maintains that it has not violated Proposition 65 with respect to the Covered Products. Nothing in this Consent Judgment shall be construed as an admission by Defendant of any fact, finding, issue of law, or violation of law; nor shall compliance with this Consent Judgment constitute or be construed as an admission by Defendant of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Defendant. However, this section shall not diminish or otherwise affect the obligations, responsibilities, and duties of Defendant under this Consent Judgment.

## 2. DEFINITIONS

2.1 **Covered Products.** The term "Covered Products" means *Lakanto*® keto sugar free brownie mixes, UPC # 843076000556 that are manufactured, distributed, shipped into California and offered for sale in California by Saraya.

2.2 **Effective Date.** The term "Effective Date" means the date this Consent Judgment is entered as a Judgment of the Court.

## 3. INJUNCTIVE RELIEF: REFORMULATION AND/OR WARNINGS

3.1 **Reformulation of Covered Products.** Commencing within one hundred eighty (180) days after the Effective Date, and continuing thereafter, Covered Products that Saraya directly manufactures, imports, distributes, sells, or offers for sale in California shall either be: (a) Reformulated Products pursuant to § 3.2, below; or (b) labeled with a clear and reasonable exposure warning pursuant to §§ 3.3 - 3.4, below. For purposes of this Settlement Agreement, a "Reformulated Product" is a Covered Product that is in compliance with the standard set forth in § 3.2, below. The warning requirement set forth in §§ 3.3 - 3.4 shall not apply to any Reformulated Product.

3.2 **Reformulation Standard.** "Reformulated Products" shall mean Covered Products that expose a person to an exposure level of less than 0.5 micrograms of lead per day. For the purpose of this Settlement Agreement, the amount of lead a person is exposed to from a Covered Product shall be calculated using the following formula: micrograms of lead per gram of Covered

1 Product, multiplied by grams of Covered Product per serving size of the Covered Product (using  
2 the largest serving size appearing on the Covered Product label), multiplied by servings of the  
3 Covered Product per day (using the largest number of servings in a recommended dosage appearing  
4 on the label), which equates to micrograms of lead exposure per day. If the Covered Product label  
5 contains no recommended daily servings, then the number of recommended daily servings shall be  
6 one-half (0.5).

7 **3.3 Clear and Reasonable Warning.** Commencing within 180 days after the Effective  
8 Date, and continuing thereafter, a clear and reasonable exposure warning as set forth in this §§ 3.3  
9 and 3.4 must be provided for all Covered Products that Saraya manufacturers, imports, distributes,  
10 sells, or offers for sale in California that is not a Reformulated Product. There shall be no obligation  
11 for Saraya to provide an exposure warning for Covered Products that entered the stream of  
12 commerce within 180 days after the Effective Date. The warning shall consist of either the  
13 **Warning or Alternative Warning** described in §§ 3.3(a) or (b), respectively:

14 (a) **Warning.** The “Warning” shall consist of the statement:

15 **CA WARNING:** Consuming this product can expose you to chemicals  
16 including lead, which is known to the State of California to cause cancer and  
17 birth defects or other reproductive harm. For more information go to  
[www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

18 (b) **Alternative Warning:** Saraya may, but is not required to, use the alternative  
19 short-form warning as set forth in this § 3.3(b) (“**Alternative Warning**”) as follows:

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

21 **3.4 A Warning or Alternative Warning** provided pursuant to § 3.3 must print the word  
22 “**WARNING:**” in all capital letters and in bold font, followed by a colon. The warning symbol to  
23 the left of the word “**WARNING:**” must be a black exclamation point in a yellow equilateral  
24 triangle with a black outline, except that if the sign or label for the Covered Products does not use  
25 the color yellow, the symbol may be in black and white. The symbol must be in a size no smaller  
26 than the height of the word “**WARNING:**”. The **Warning or Alternative Warning** shall be affixed  
27 to or printed on the Covered Products’ packaging or labeling, or on a placard, shelf tag, sign or  
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1 electronic device or automatic process only if such electronic device or automatic process provides  
2 the **Warning or Alternative Warning** without the purchaser having to seek it out, provided that  
3 the **Warning or Alternative Warning** is displayed with such conspicuousness, as compared with  
4 other words, statements, or designs as to render it likely to be read and understood by an ordinary  
5 individual under customary conditions of purchase or use. The **Warning or Alternative Warning**  
6 may be contained in the same section of the packaging, labeling, or instruction booklet that states  
7 other safety warnings, if any, concerning the use of the Covered Product and shall be at least the  
8 same size as those other safety warnings. Where the **Warning or Alternative Warning** is provided  
9 on the food product label, it must be set off from other surrounding information, and Saraya shall  
10 enclose the **Warning or Alternative Warning** in a black box and comply with the content  
11 requirements specified in Section 25607.2. If “consumer information,” as that term is defined in  
12 Title 27, California Code of Regulations, Section 25600.1(c) as it may be amended from time to  
13 time, is provided in a foreign language, Saraya shall provide the **Warning or Alternative Warning**  
14 in the foreign language in accordance with applicable warning regulations adopted by the State of  
15 California’s Office of Environmental Health Hazard Assessment (“OEHHA”).

16 In addition to affixing the **Warning or Alternative Warning** to the Covered Product’s  
17 packaging or labeling, the **Warning or Alternative Warning** shall be posted on websites where  
18 Saraya offers Covered Products for sale to consumers in California. The requirements of this  
19 Section shall be satisfied if the **Warning or Alternative Warning**, or a clearly marked hyperlink  
20 using the word “**WARNING**,” appears on the product display page, or by otherwise prominently  
21 displaying the warning to the purchaser prior to completing the purchase. To comply with this  
22 Section, Saraya shall (a) post the **Warning or Alternative Warning** on its own website and, if it  
23 has the ability to do so, on the websites of its third-party internet sellers; and (b) if it does not have  
24 the ability to post the **Warning or Alternative Warning** on the websites of its third-party internet  
25 sellers, provide such sellers with written notice in accordance with Title 27, California Code of  
26 Regulations, Section 25600.2. Third-party internet sellers of the Covered Products that have been  
27 provided with written notice in accordance with Title 27, California Code of Regulations, Section  
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1 25600.2 are not released in Section 5 of this Settlement Agreement if they fail to meet the warning  
2 requirements of this Section.

3       **3.5 Compliance with Warning Regulations.** The Parties agree that Saraya shall be  
4 deemed to be in compliance with this Settlement Agreement by either adhering to § 3 of this  
5 Settlement Agreement or by complying with warning regulations adopted by the State of  
6 California's OEHHA applicable to the Product and the exposure at issue.

7 **4. MONETARY TERMS**

8       **4.1 Civil Penalty.** Saraya shall pay \$3,000.00 as a Civil Penalty pursuant to Health and  
9 Safety Code section 25249.7(b), to be apportioned in accordance with California Health & Safety  
10 Code § 25192, with 75% of these funds remitted to OEHHA and the remaining 25% of the Civil  
11 Penalty remitted to Bell, as provided by California Health & Safety Code § 25249.12(d).

12               **4.1.1** Within ten (10) days of the Effective Date, Saraya shall issue two separate  
13 checks for the Civil Penalty payment to (a) "OEHHA" in the amount of \$2,250.00; and to (b)  
14 "Ema Bell" in the amount of \$750.00. Payment owed to Bell pursuant to this Section shall be  
15 delivered to the following payment address:

16               Evan J. Smith, Esquire  
17               Brodsky Smith  
18               Two Bala Plaza, Suite 805  
19               Bala Cynwyd, PA 19004

20       Payment owed to OEHHA (EIN: 68-0284486) pursuant to this Section shall be delivered directly  
21 to OEHHA (Memo Line "Prop 65 Penalties") at one of the following address(es):

22               For United States Postal Service Delivery:

23               Mike Gyurics  
24               Fiscal Operations Branch Chief  
25               Office of Environmental Health Hazard Assessment  
26               P.O. Box 4010  
27               Sacramento, CA 95812-4010

28               For Non-United States Postal Service Delivery:

              Mike Gyurics  
              Fiscal Operations Branch Chief  
              Office of Environmental Health Hazard Assessment  
              1001 I Street  
              Sacramento, CA 95814

1 A copy of the check payable to OEHHA shall be mailed to Brodsky Smith at the address set forth  
2 above as proof of payment to OEHHA.

3 4.2 **Attorneys' Fees.** Within ten (10) days of the Effective Date, Saraya shall pay  
4 \$30,000.00 to Brodsky Smith as complete reimbursement for Bell's attorneys' fees and costs  
5 incurred as a result of investigating, bringing this matter to the attention of Saraya, litigating and  
6 negotiating and obtaining judicial approval of a settlement in the public interest, pursuant to Code  
7 of Civil Procedure § 1021.5.

8 **5. RELEASE OF ALL CLAIMS**

9 5.1 This Consent Judgment is a full, final, and binding resolution between Bell acting  
10 on her own behalf, and on behalf of the public interest, and Saraya, and its parents, shareholders,  
11 members, directors, officers, managers, employees, representatives, agents, attorneys, divisions,  
12 subdivisions, subsidiaries, partners, sister companies, and affiliates, and their predecessors,  
13 successors and assigns ("Defendant Releasees"), and all entities to whom they directly or indirectly  
14 distribute or sell Covered Products, including but not limited to manufacturers, suppliers,  
15 distributors, wholesalers, customers, licensors, licensees retailers, including but not limited to  
16 Kohl's, Inc., and its parents, subsidiaries, and affiliates, franchisees, and cooperative members  
17 ("Downstream Releasees"), of all claims for violations of Proposition 65 based on exposure to lead  
18 from use of the Covered Products manufactured, distributed, or sold by Saraya within 180 days  
19 after the Effective Date, as set forth in the Notice. It is the Parties' intention that this Consent  
20 Judgment shall have preclusive effect such that no other actions by private enforcers, whether  
21 purporting to act in his, her, or its interests or the public interest shall be permitted to pursue and  
22 take any action with respect to any violation of Proposition 65 based on exposure to lead from use  
23 of the Covered Products that was alleged in the Complaint, or that could have been brought pursuant  
24 to the Notice against Saraya and the Downstream Releasees ("Proposition 65 Claims"). Saraya's  
25 compliance with the terms of this Consent Judgment constitutes compliance with Proposition 65  
26 by Saraya with regard to exposure to lead from use of the Covered Products.

1           5.2     In addition to the foregoing, Bell, on behalf of herself, her past and current agents,  
2 representatives, attorneys, and successors and assignees, and not in her representative capacity,  
3 hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action  
4 and releases Saraya, Defendant Releasees, and Downstream Releasees from any and all manner of  
5 actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements,  
6 promises, liabilities, damages, charges, losses, costs, expenses, and attorneys' fees, of any nature  
7 whatsoever, known or unknown, in law or equity, fixed or contingent, now or in the future, with  
8 respect to any alleged violations of Proposition 65 related to or arising from Covered Products  
9 manufactured, distributed, or sold by Saraya, Defendant Releasees or Downstream Releasees. With  
10 respect to the foregoing waivers and releases in this paragraph, Bell hereby specifically waives any  
11 and all rights and benefits which she now has, or in the future may have, conferred by virtue of the  
12 provisions of § 1542 of the California Civil Code, which provides as follows:

13           A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
14 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
15 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE  
16 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE  
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE  
DEBTOR OR RELEASED PARTY.

17           5.3     Saraya waives any and all claims against Bell, her attorneys and other  
18 representatives, for any and all actions taken, or statements made (or those that could have been  
19 taken or made) by Bell and her attorneys and other representatives, whether in the course of  
20 investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter,  
21 and with respect to Covered Products.

## 22           6.     INTEGRATION

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

2             7.1     The terms of this Consent Judgment shall be governed by the laws of the State of  
3     California and apply within the State of California.

4     **8.     NOTICES**

5             8.1     Unless specified herein, all correspondence and notices required to be provided  
6     pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-  
7     class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any party  
8     by the other party at the following addresses:

9     For Defendant:

10             Adam Bondy  
11             Parsons Behle & Latimer  
12             201 S. Main St., Ste. 1800  
13             Salt Lake City, UT 84111

13     And

14     For Bell:

15             Evan Smith  
16             Brodsky Smith  
17             9465 Wilshire Blvd., Ste. 300  
18             Beverly Hills, CA 90212

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

19     **9.     COUNTERPARTS; FACSIMILE SIGNATURES**

20             9.1     This Consent Judgment may be executed in counterparts and by facsimile, each of  
21     which shall be deemed an original, and all of which, when taken together, shall constitute one and  
22     the same document.

23     **10.    COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)/COURT**  
24     **APPROVAL**

25             10.1    Bell agrees to comply with the requirements set forth in California Health & Safety  
26     Code § 25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment.  
27     Defendant agrees it shall support approval of such Motion. Ema Bell and her attorneys agree not to  
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1 promote this settlement via the press, the internet, or any other medium, except that, pursuant to  
2 Health & Safety Code § 25249.7(f)(2), they may report this Consent Judgment to the California  
3 Attorney General.

4 10.2 This Consent Judgment shall not be effective until it is approved and entered by the  
5 Court and shall be null and void if, for any reason, it is not approved by the Court. In such case, the  
6 Parties agree to meet and confer on how to proceed and if such agreement is not reached within 30  
7 days, the case shall proceed on its normal course.

8 10.3 If the Court approves this Consent Judgment and is reversed or vacated by an  
9 appellate court, the Parties shall meet and confer as to whether to modify the terms of this Consent  
10 Judgment. If the Parties do not jointly agree on a course of action to take, the case shall proceed on  
11 its normal course on the trial court's calendar.

12 **11. MODIFICATION**

13 11.1 This Consent Judgment may be modified only by further stipulation of the Parties  
14 and the approval of the Court or upon the granting of a motion brought to the Court by either Party.

15 **12. ATTORNEY'S FEES**

16 12.1 A Party who unsuccessfully brings or contests an action arising out of this Consent  
17 Judgment shall be required to pay the prevailing party's reasonable attorney's fees and costs.

18 **13. RETENTION OF JURISDICTION**

19 13.1 This Court shall retain jurisdiction of this matter to implement or modify the  
20 Consent Judgment.

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1 **14. AUTHORIZATION**

2 14.1 The undersigned are authorized to execute this Consent Judgment on behalf of their  
3 respective Parties and have read, understood, and agree to all of the terms and conditions of this  
4 document and certify that he or she is fully authorized by the Party he or she represents to execute  
5 the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as  
6 explicitly provided herein each Party is to bear its own fees and costs.

7 **AGREED TO:**

**AGREED TO:**

8  
9 Date: \_\_\_\_\_

Date: Aug. 6, 2025

10 By: \_\_\_\_\_  
11 EMA BELL

By:   
SARAYA LLC

12  
13 **IT IS SO ORDERED, ADJUDGED AND DECREED:**

14  
15 Dated: \_\_\_\_\_

Judge of Superior Court

1 **14. AUTHORIZATION**

2 14.1 The undersigned are authorized to execute this Consent Judgment on behalf of their  
3 respective Parties and have read, understood, and agree to all of the terms and conditions of this  
4 document and certify that he or she is fully authorized by the Party he or she represents to execute  
5 the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as  
6 explicitly provided herein each Party is to bear its own fees and costs.

7 **AGREED TO:**

**AGREED TO:**

8  
9 Date:

8 | 22 | 25

Date:

10 By:

11   
EMA BELL

By:

SARAYA LLC

12  
13 **IT IS SO ORDERED, ADJUDGED AND DECREED:**

14  
15 Dated:

16 Judge of Superior Court