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10

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**
13

14 **CLEAN PRODUCT ADVOCATES, LLC,**

15 **Plaintiff,**

16 **v.**

17 **LUCINI ITALIA COMPANY, LLC;**
18 **CALIFORNIA OLIVE RANCH, INC.; and**
19 **DOES 1-100,**

20 **Defendant.**

Case No. 26STCV03063

**[PROPOSED] STIPULATED
CONSENT JUDGMENT**

Health & Safety Code § 25249.5 *et seq.* Action

Complaint Filed: January 29, 2026
Trial Date: None set

1 **I. INTRODUCTION**

2 **1.1** On January 29, 2026, Plaintiff Clean Product Advocates, LLC ("CPA"), as a private
3 enforcer and in the public interest, initiated this action by filing a Complaint for Injunctive and
4 Declaratory Relief and Civil Penalties (the "Complaint") pursuant to the provisions of California Health
5 and Safety Code section 25249.5 *et seq.* ("Proposition 65"), against Lucini Italia Company, LLC
6 ("LIC") and California Olive Ranch, Inc. ("COR"). In this action, CPA alleges that a certain product
7 manufactured, distributed, or sold by LIC and/or COR contains lead, a chemical listed under Proposition
8 65 as a carcinogen and/or reproductive toxin, and exposes consumers at a level requiring a Proposition
9 65 warning. This product (referred to hereinafter as the "Covered Product") is Lucini Rustic Tomato
10 Basil Sauce, distributed by LIC and/or COR.

11 **1.2** CPA, LIC and COR are hereinafter referred to individually as a "Party" or collectively
12 as the "Parties."

13 **1.3** For purposes of this Stipulated Consent Judgment ("Consent Judgment"), the Parties
14 agree that LIC and COR are business entities that have employed ten or more persons at all times
15 relevant to this action and qualify as "persons in the course of doing business" within the meaning of
16 Proposition 65. LIC and/or COR manufacture, distribute, and/or sell the Covered Product.

17 **1.4** The Complaint is based on allegations contained in CPA's Notice of Violation ("Notice")
18 dated February 16, 2025, served on LIC, COR and the California Attorney General and other public
19 enforcers. More than 60 days have passed since the Notice was served on the Attorney General, public
20 enforcers, LIC and COR and no designated governmental entity has filed a Complaint against LIC or
21 COR with regard to the Covered Product or the alleged violation.

22 **1.5** CPA's Notice and Complaint alleges that use of the Covered Product by California
23 consumers exposes them to lead without first receiving a clear and reasonable warning from LIC or
24 COR, in violation of California Health and Safety Code section 25249.6. LIC and COR deny all
25 material allegations contained in the Notice and Complaint.

26 **1.6** The Parties have entered into this Consent Judgment in order to settle, compromise, and
27 resolve disputed claims and avoid prolonged and costly litigation. LIC and COR deny the material,
28 factual, and legal allegations in the Notice and Complaint and maintain that all of the products, including

1 the Covered Product, that they manufactured, sold and/or distributed for sale in California have been
2 and are in compliance with all laws. Nothing in this Consent Judgment nor compliance with this
3 Consent Judgment shall constitute or be construed as an admission by any of the Parties or by any of
4 their respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,
5 divisions, franchisees, licensees, customers, suppliers, distributors, wholesalers, or retailers of any fact,
6 issue of law, or violation of law.

7 **1.7** Except as expressly set forth herein, nothing in this Consent Judgment shall prejudice,
8 waive, or impair any right, remedy, argument, or defense the Parties may have in any current or future
9 legal proceeding unrelated to these proceedings.

10 **1.8** The Effective Date of this Consent Judgment is the date that Notice is served that the
11 Consent Judgment is entered as a Judgment by this Court.

12 **2. JURISDICTION AND VENUE**

13 For purposes of this Consent Judgment and any further court action that may become necessary
14 to enforce this Consent Judgment, the Parties stipulate that this Court has subject matter jurisdiction
15 over the allegations of violations contained in the Complaint and personal jurisdiction over LIC and
16 COR as to the acts alleged in the Complaint, that venue is proper in Los Angeles County, and that this
17 Court has jurisdiction to enter this Consent Judgment as a full and final resolution of all claims up
18 through and including the Effective Date that were or could have been asserted in this action based on
19 the facts alleged in the Notice and Complaint.

20 **3. INJUNCTIVE RELIEF, REFORMULATION, AND WARNINGS**

21 **3.1** Beginning no later than ninety (90) days after the Effective Date (the "Compliance
22 Date"), LIC and COR shall be permanently enjoined from manufacturing for sale in the State of
23 California, "Distributing into the State of California," or selling in the State of California, any Covered
24 Product that exposes a person to a "Daily Lead Exposure Level" of more than 0.5 micrograms of lead
25 per day unless it meets the warning requirements under Section 3.2.

26 **3.1.1** As used in this Consent Judgment, the term "Distributing into the State of California"
27 shall mean to directly ship a Covered Product into California for sale in California or to sell a Covered
28 Product to a distributor that LIC or COR know will sell the Covered Product in California.

1 **3.1.2** For purposes of this Consent Judgment, the "Daily Lead Exposure Level" shall be
2 measured in micrograms, and shall be calculated using the following formula: micrograms of lead per
3 gram of product, multiplied by grams of product per serving of the product (using the largest serving
4 size appearing on the product label), multiplied by servings of the product per day (using the largest
5 number of recommended daily servings appearing on the label), which equals micrograms of lead
6 exposure per day. If a recommended number of servings is not shown on the label, the daily serving
7 shall be one.

8 **3.1.3** So long as LIC or COR can provide documentation regarding the product date, if
9 requested in writing by CPA, Covered Products manufactured, shipped, sold, or Distributed into the
10 State of California by LIC or COR prior to the Compliance Date are not bound by the injunctive terms
11 set forth in this Section, including but not limited to, the Daily Lead Exposure Level, and warning and
12 testing requirements. Instead, these products may be sold "as is" to California consumers and are
13 released by Section 8 of this Consent Judgment.

14 **3.2 Clear and Reasonable Warnings**

15 If LIC or COR are required to provide a warning pursuant to Section 3.1, the warning must
16 consist of one of the following ("Warning"):

17 (A)

18 **WARNING:** Consuming this product can expose you to chemicals including lead which is
19 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.

20 LIC or COR may, at their option, use the words "**CA WARNING:**" or "**CALIFORNIA**
21 **WARNING:**" instead of the word "**WARNING:**".

22 (B) For warnings affixed to the packaging or label, LIC and COR may say the following:

23 **WARNING:** Risk of cancer and reproductive harm from exposure to lead. See
24 www.P65Warnings.ca.gov/food.

25 or

26 **WARNING:** Can expose you to lead, a carcinogen and reproductive toxicant. See
27 www.P65Warnings.ca.gov/food.

28 LIC and COR may, at their option, use the words "**CA WARNING:**" or
"CALIFORNIA

1 **WARNING:"** instead of the word "**WARNING:"**.

2 For Covered Products manufactured and packaged prior to January 1, 2028, LIC and COR may,
3 at their option use the following statement for warnings affixed to the packaging or label:

4 **WARNING:** Cancer and Reproductive Harm - www.P65Warnings.ca.gov/food.

5 LIC and COR shall use the phrase "cancer and" in the Warning if LIC or COR have reason to
6 believe that the "Daily Lead Exposure Level" is greater than 15 micrograms of lead as determined
7 pursuant to the quality control methodology set forth in Section 3.1.2 or if LIC or COR have reason to
8 believe that another Proposition 65 chemical is present which may require a cancer warning.

9 The Warning shall be securely affixed or printed upon the label of each Covered Product and
10 must be set off from other surrounding information and enclosed in a box. In addition, for any Covered
11 Product sold over the internet through ecommerce channels controlled by LIC or COR, the Warning on
12 the checkout page shall be in full text or through a clearly marked hyperlink using the word
13 "**WARNING**" and in all capital and bold letters when a California delivery address is indicated for
14 any purchase of any Covered Product. If a hyperlink is used, the hyperlink must go directly to a page
15 prominently displaying the Warning without content that detracts from the Warning. An asterisk or
16 other identifying method must be utilized to identify which products on the checkout page are subject
17 to the Warning.

18 The Warning shall be at least the same size as the largest of any other health or safety warnings
19 also appearing on the website or on the label and the word "**WARNING**" shall be in all capital letters
20 and in bold print. No statements intended to or likely to have the effect of diminishing the impact of
21 the Warning on the average lay person shall accompany the Warning. Further, no statements may
22 accompany the Warning that state or imply that the source of the listed chemical has an impact on or
23 results in a less harmful effect of the listed chemical.

24 LIC and COR must display the above Warning with such conspicuousness, as compared with
25 other words, statements or designs on the label, or on their websites, if applicable, to render the Warning
26 likely to be read and understood by an ordinary individual under customary conditions of purchase or
27 use of the product.

28 For purposes of this agreement, the term "label" means a display of written, printed or graphic

1 material that is printed on or affixed to a Covered Product or its immediate container or wrapper.

2 For purposes of this agreement, when LIC or COR are required to provide a warning for a
3 Covered Product pursuant to Section 3, LIC or COR may satisfy the warning requirement by providing
4 the required information in compliance with 27 C.C.R. Section 25600.2 (2024) to any business that is
5 subject to Proposition 65 to which it is selling or transferring the Covered Product.

6 **3.3 Compliance with Proposition 65.** The Parties agree that LIC and COR shall be
7 deemed to be in compliance with this Agreement by either adhering to Section 3 of this Agreement or
8 by complying with warning regulations adopted by the State of California's OEHHA applicable to the
9 Product and the exposures at issue..

10 **3.4 Warning for Internet Sales by Third Parties.** If a Covered Product is being sold by an
11 online third-party seller or downstream reseller customer (collectively referred to as "Third-Party
12 Seller(s)"), who are subject to Proposition 65 and known to, and authorized by LIC or COR to sell such
13 Covered Product in California, and LIC or COR cannot themselves post the warning on the authorized
14 Third-Party Seller's website because they lack control over such authorized Third-Party Seller's website,
15 then LIC and COR must notify the authorized Third-Party Seller and/or its authorized agent of the
16 authorized Third-Party Seller's duty to provide an internet warning for the Covered Product.

17 **3.5 Foreign Language Warning Requirement:** Where any product label, packaging, or
18 accompanying written materials include information in a language other than English, LIC and COR
19 agree to provide the Proposition 65 warning in the same language(s) in addition to English. The foreign
20 language warning must contain the same content as the English warning and must be prominently
21 displayed.

22 **4. SETTLEMENT PAYMENT**

23 **4.1** In full satisfaction of all potential civil penalties, additional settlement payments,
24 attorney's fees, and costs, COR shall make a total payment of \$28,000.00 ("Total Settlement Amount")
25 to CPA within fifteen (15) days of the Effective Date. COR shall make this payment by wire transfer
26 to CPA's account, for which CPA will give COR the necessary account information. The Total
27 Settlement Amount shall be apportioned as follows:

28 **4.2** \$2,000.00 shall be considered a civil penalty pursuant to California Health and Safety

1 Code section 25249.7(b)(1). CPA shall remit 75% (\$1,500.00) of the civil penalty to the Office of
2 Environmental Health Hazard Assessment ("OEHHA") for deposit in the Safe Drinking Water and
3 Toxic Enforcement Fund in accordance with California Health and Safety Code section 25249.12(c).
4 CPA will retain the remaining 25% (\$500.00) of the civil penalty.

5 **4.4** \$26,000.00 shall be distributed to CPA as reimbursement of CPA's attorney fees and
6 costs. Except as explicitly provided herein, each Party shall bear its own fees and costs.

7 **5. MODIFICATION OF CONSENT JUDGMENT**

8 This Consent Judgment may be modified only as to injunctive terms (i) by written stipulation
9 of the Parties and upon entry by the Court of a modified consent judgment or (ii) by motion of either
10 Party pursuant to Section 5.3 and upon entry by the Court of a modified consent judgment. In the event
11 that Proposition 65, either as a whole or as specifically applicable to the Covered Product or listed
12 chemicals at issue in the case, is repealed or federally preempted, or if new or different safe harbor
13 levels are established as applicable to the Covered Product, or if Proposition 65 is otherwise rendered
14 inapplicable to the Covered Product or the listed chemicals at issue in this case, by any final California
15 regulation or statute, or by a decision of the California Supreme Court or the United States Supreme
16 Court or by the California legislature or the United States Congress, or if any provision of this Consent
17 Judgment is specifically rendered inapplicable or no longer required as to the Covered Product as a
18 result of any such regulatory or statutory change, repeal or preemption or decision of the California
19 Supreme Court or the United States Supreme Court, or due to binding federal laws or regulations, then
20 LIC or COR may provide written notice to CPA of any asserted change in the law and seek modification
21 of this Consent Judgment pursuant to this Section.

22 **6. JURISDICTION AND ENFORCEMENT OF CONSENT JUDGMENT**

23 **6.1** This Court shall retain jurisdiction of this matter to enforce, modify, or terminate this
24 Consent Judgment.

25 **7. APPLICATION OF CONSENT JUDGMENT**

26 This Consent Judgment may apply to, be binding upon, and benefit the Parties and their
27 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,
28 divisions, franchisees, licensees, customers (excluding private labelers), distributors, wholesalers,

1 retailers, predecessors, successors, and assigns. This Consent Judgment shall have no application to
2 any Covered Product that is distributed or sold exclusively outside the State of California and that is
3 not used by California consumers.

4 **8. BINDING EFFECT, CLAIMS COVERED AND RELEASED**

5 **8.1** This Consent Judgment is a full, final, and binding resolution between CPA, on behalf
6 of itself and in the public interest, and LIC and COR and their respective officers, directors,
7 shareholders, employees, agents, parent companies, subsidiaries, divisions, suppliers, franchisees,
8 licensees, customers, distributors, wholesalers, retailers, and all other upstream and downstream
9 entities in the distribution chain of any Covered Product, and the predecessors, successors, and assigns
10 of any of them (collectively, "Released Parties").

11 **8.2** CPA, on behalf of itself and its officers, directors, shareholders, employees, agents,
12 parent companies, subsidiaries, divisions and affiliates, and on behalf of the public interest, fully
13 releases and discharges the Released Parties from any and all claims, actions, cause of action, suits,
14 demands, liabilities, damages, penalties, fees costs, and expenses asserted, or that could have been
15 asserted, based on or related to the handling, use, sale, distribution, or consumption of the Covered
16 Product in California, as to any alleged violations of Proposition 65 up through the Effective Date
17 based on a failure to provide Proposition 65 warning on the Covered Product with respect to lead from
18 the Covered Product as set forth in the Notice of Violation.

19 **8.3** CPA on its own behalf only, and LIC and COR on their own behalf only, further waive
20 and release any and all claims they may have against each other for all actions or statements made or
21 undertaken in the course of seeking or opposing enforcement of Proposition 65 in connection with the
22 Notice and Complaint up through and including the Effective Date, provided, however, that nothing in
23 Section 8 shall affect or limit any Party's right to seek to enforce the terms of this Consent Judgment.

24 **8.4** It is possible that other claims not known to the Parties, arising out of the facts alleged
25 in the Notice and Complaint, and relating to the Covered Product, will develop or be discovered. CPA
26 on behalf of itself only, and LIC and COR on behalf of themselves only, acknowledge that this Consent
27 Judgment is expressly intended to cover and include all such claims up through and including the
28 Effective Date, including all rights of action therefore.

1 CPA, LIC and COR acknowledge that the claims released in Sections 8.2 and 8.3 above may
2 include unknown claims, and nevertheless waive California Civil Code section 1542 as to any such
3 unknown claims. California Civil Code section 1542 reads as follows:

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

9 CPA on behalf of itself only, and LIC and COR on behalf of themselves only, acknowledge and
10 understand the significance and consequences of this specific waiver of California Civil Code section
11 1542.

12 **8.5** Compliance with the terms of this Consent Judgment shall be deemed to constitute
13 compliance with Proposition 65 by any of the Released Parties regarding alleged exposure to lead in
14 the Covered Product, as set forth in the Notice and Complaint.

15 **8.6** Nothing in this Consent Judgment is intended to apply to any occupational or
16 environmental exposure arising under Proposition 65, nor shall it apply to any of LIC's or COR's
17 products other than the Covered Product.

18 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

19 In the event that any of the provision of this Consent Judgment is held by a court to be
20 unenforceable, the validity of the remaining enforceable provisions shall not be adversely affected.

21 **10. GOVERNING LAW**

22 The terms and conditions of this Consent Judgment shall be governed by and construed in
23 accordance with the laws of the State of California.

24 **11. PROVISION OF NOTICE**

25 All notices required to be given to either Party to this Consent Judgment by the other shall be
26 in writing and sent to the following agents listed below via first-class mail or via electronic mail where
27 required. Courtesy copies via email may also be sent.

28 **FOR CPA:**

1 CLIFFWOOD LAW FIRM
Elham Shabatian, Bar No. 221953
2 12100 Wilshire Boulevard, Suite 800
Los Angeles, California 90025
3 Tel: (310) 200-3227
ellie@cliffwoodlaw.com

4 **FOR LIC & COR:**
5 Emily F. Knox Bar No. 307035
egoldbergknox@jonesday.com
6 jettacook@jonesday.com
JONES DAY
7 555 California Street, 26th Floor
San Francisco, CA 94104
8 Tel: (415) 626-393

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10 **12. COURT APPROVAL**

11 **12.1** Upon execution of this Consent Judgment by the Parties, CPA shall file a Motion for
Court Approval.

12 **12.2** If the California Attorney General objects to any term in this Consent Judgment, the
13 Parties shall use their best efforts to resolve the concern in a timely manner, and, if possible, prior to
14 the hearing on the motion.

15 **12.3** If this Stipulated Consent Judgment is not approved by the Court, it shall be void and
16 have no force or effect.

17 **13. EXECUTION AND COUNTERPARTS**

18 This Consent Judgment may be executed in counterparts, which taken together shall be deemed
19 to constitute one document. A facsimile or .pdf signature shall be construed to be as valid as the original
20 signature.

21 **14. DRAFTING**

22 The terms of this Consent Judgment have been reviewed by the respective counsel for each
23 Party prior to its signing, and each Party has had an opportunity to fully discuss the terms and conditions
24 with legal counsel. The Parties agree that, in any subsequent interpretation and construction of this
25 Consent Judgment, no inference, assumption, or presumption shall be drawn, and no provision of this
26 Consent Judgment shall be construed against any Party, based on the fact that one of the Parties and/or
27 one of the Parties' legal counsel prepared and/or drafted all or any portion of the Consent Judgment. It
28

1 is conclusively presumed that all of the Parties participated equally in the preparation and drafting of
2 this Consent Judgment.

3 **15. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

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

8 **16. ENFORCEMENT**

9 The Parties may, by motion or order to show cause before the Superior Court of Los Angeles
10 County, enforce the terms and conditions contained in this Consent Judgment. In any action brought
11 to enforce this Consent Judgment, the prevailing Party may seek whatever fines, costs, penalties, or
12 remedies as are provided by law for failure to comply with the Consent Judgment.

13 **17. ENTIRE AGREEMENT, AUTHORIZATION**

14 **17.1** This Consent Judgment contains the sole and entire agreement and understanding of the
15 Parties with respect to the entire subject matter herein, including any and all prior discussions,
16 negotiations, commitments, and understandings related thereto. No representations, oral or otherwise,
17 express or implied, other than those contained herein have been made by any Party. No other
18 agreements, oral or otherwise, unless specifically referred to herein, shall be deemed to exist or to bind
19 any Party.

20 **17.2** Each signatory to this Consent Judgment certifies that he or she is fully authorized by
21 the Party he or she represents to stipulate to this Consent Judgment.

22 **18. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF**
23 **CONSENT JUDGMENT**

24 This Consent Judgment has come before the Court upon the request of the Parties. The
25 Parties request the Court to fully review this Consent Judgment and, being fully informed regarding the
26 matters which are the subject of this action, to:

27 (1) Find that the terms and provisions of this Consent Judgment represent a fair and
28 equitable settlement of all matters raised by the allegations of the Complaint that the matter has been

1 diligently prosecuted, and that the public interest is served by such settlement;

2 (2) Make the findings pursuant to California Health and Safety Code section
3 25249.7(f)(4) and approve the Settlement, and the Consent Judgment; and

4 (3) Retain jurisdiction, pursuant to Section 664.6 of the Code of Civil Procedure, after
5 the Consent Judgment is entered in order to enforce, modify, or terminate this Consent Judgment.

6

7 **IT IS SO STIPULATED:**

8

9 Dated: _____, 2026
6/2/2026

CLEAN PRODUCT ADVOCATES, LLC

By: *Dekee Yangzom*
Dekee Yangzom

Dekee Yangzom, Director

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12 Dated: 6/11/2026 | 10:56 AM EDT, 2026

LUCIFERIA COMPANY, LLC

By: *Leandro Ravetti*
0A766074B0GD441...

By:
Its:

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16 Dated: 6/11/2026 | 10:56 AM EDT, 2026

CALIFORNIA OLIVE RANCH, INC.

By: *Leandro Ravetti*
0A766074B0GD441...

By:
Its:

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