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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

CLEAN PRODUCT ADVOCATES, LLC,

Plaintiff,

v.

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

Defendant.

Case No. 26STCV03063

**[PROPOSED] STIPULATED
CONSENT JUDGMENT**

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

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

1 **1. 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
5 Health and Safety Code section 25249.5 *et seq.* ("Proposition 65"), against Lucini Italia Company,
6 LLC ("LIC") and California Olive Ranch, Inc. ("COR"). In this action, CPA alleges that a certain
7 product manufactured, distributed, or sold by LIC and/or COR contains lead, a chemical listed
8 under Proposition 65 as a carcinogen and/or reproductive toxin, and exposes consumers at a level
9 requiring a Proposition 65 warning. This product (referred to hereinafter as the "Covered Product")
10 is Lucini Rustic Tomato Basil Sauce, distributed by LIC and/or COR.

11 **1.2** CPA, LIC and COR are hereinafter referred to individually as a "Party" or
12 collectively 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
16 of 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
18 ("Notice") dated February 16, 2025, served on LIC, COR and the California Attorney General and
19 other public enforcers. More than 60 days have passed since the Notice was served on the Attorney
20 General, public enforcers, LIC and COR and no designated governmental entity has filed a
21 Complaint against LIC or COR with regard to the Covered Product or the alleged violation.

22 **1.5** CPA's Notice and Complaint allege that use of the Covered Product by California
23 consumers exposes them to lead without first receiving a clear and reasonable warning from LIC
24 or 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,
27 and resolve disputed claims and avoid prolonged and costly litigation. LIC and COR deny the
28 material, factual, and legal allegations in the Notice and Complaint and maintain that all of the

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

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

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

2. JURISDICTION AND VENUE

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

3. INJUNCTIVE RELIEF, REFORMULATION, AND WARNINGS

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

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

1 California.

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

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

15 **3.2** Clear and Reasonable Warnings

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

- 18 (A) **WARNING:** Consuming this product can expose you to chemicals including lead
 19 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.

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
www.P65Warnings.ca.gov/food.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 **4. SETTLEMENT PAYMENT**

26 **4.1** In full satisfaction of all potential civil penalties, additional settlement payments,
27 attorney's fees, and costs, COR shall make a total payment of \$28,000.00 ("Total Settlement
28 Amount") to CPA within fifteen (15) days of the Effective Date. COR shall make this payment by

1 wire transfer to CPA's account, for which CPA will give COR the necessary account information.

2 The Total Settlement Amount shall be apportioned as follows:

3 **4.2** \$2,000.00 shall be considered a civil penalty pursuant to California Health and
4 Safety Code section 25249.7(b)(1). CPA shall remit 75% (\$1,500.00) of the civil penalty to the
5 Office of Environmental Health Hazard Assessment ("OEHHA") for deposit in the Safe Drinking
6 Water and Toxic Enforcement Fund in accordance with California Health and Safety Code section
7 25249.12(c). CPA will retain the remaining 25% (\$500.00) of the civil penalty.

8 **4.3** \$26,000.00 shall be distributed to CPA as reimbursement of CPA's attorney fees and
9 costs. Except as explicitly provided herein, each Party shall bear its own fees and costs.

10 **5. MODIFICATION OF CONSENT JUDGMENT**

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

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

27 **6.1** This Court shall retain jurisdiction of this matter to enforce, modify, or terminate
28 this Consent Judgment.

1 **7. APPLICATION OF CONSENT JUDGMENT**

2 This Consent Judgment applies to, is binding upon, and benefits the Parties and their
3 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,
4 divisions, franchisees, licensees, customers (excluding private labelers), distributors, wholesalers,
5 retailers, predecessors, successors, and assigns. This Consent Judgment shall have no application
6 to any Covered Product that is distributed or sold exclusively outside the State of California and
7 that is not used by California consumers.

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

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

15 **8.2** CPA, on behalf of itself and its officers, directors, shareholders, employees, agents,
16 parent companies, subsidiaries, divisions and affiliates, and on behalf of the public interest, fully
17 releases and discharges the Released Parties from any and all claims, actions, cause of action, suits,
18 demands, liabilities, damages, penalties, fees, costs, and expenses asserted, or that could have been
19 asserted, based on or related to the handling, use, sale, distribution, or consumption of the Covered
20 Product in California, as to any alleged violation of Proposition 65 up through the Effective Date
21 based on a failure to provide a Proposition 65 warning on the Covered Product with respect to
22 exposure to lead from the Covered Product as set forth in the Notice of Violation. However, Third-
23 Party Sellers that do not provide the Warning after being instructed or notified by LIC or COR to
24 do so, as outlined in Section 3.2, are not released from liability for violations of Proposition 65.

25 **8.3** CPA on its own behalf only, and LIC and COR on their own behalf only, further
26 waive and release any and all claims they may have against each other for all actions or statements
27 made or undertaken in the course of seeking or opposing enforcement of Proposition 65 in
28 connection with the Notice and Complaint up through and including the Effective Date, provided,

1 however, that nothing in Section 8 shall affect or limit any Party's right to seek to enforce the terms
2 of this Consent Judgment. However, Third-Party Sellers that do not provide the Warning after
3 being instructed or notified by LIC or COR to do so, as outlined in Section 3.2, are not released
4 from liability for violations of Proposition 65.

5 **8.4** It is possible that other claims not known to the Parties, arising out of the facts
6 alleged in the Notice and Complaint, and relating to the Covered Product, will develop or be
7 discovered. CPA on behalf of itself only, and LIC and COR on behalf of themselves only,
8 acknowledge that this Consent Judgment is expressly intended to cover and include all such claims
9 up through and including the Effective Date, including all rights of action therefore.

10 CPA, LIC and COR acknowledge that the claims released in Sections 8.2 and 8.3 above
11 may include unknown claims, and nevertheless waive California Civil Code section 1542 as to
12 any such unknown claims. California Civil Code section 1542 reads 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
17 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
18 OR RELEASED PARTY.

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

22 **8.5** Compliance with the terms of this Consent Judgment shall be deemed to constitute
23 compliance with Proposition 65 by any of the Released Parties regarding alleged exposure to lead
24 in the Covered Product, as set forth in the Notice and Complaint.

25 **8.6** Nothing in this Consent Judgment is intended to apply to any occupational or
26 environmental exposure arising under Proposition 65, nor shall it apply to any of LIC's or COR's
27 products other than the Covered Product.

28 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

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

4 **10. GOVERNING LAW**

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

7 **11. PROVISION OF NOTICE**

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

11 **FOR CPA:**

12 CLIFFWOOD LAW FIRM
13 Elham Shabatian, Bar No. 221953
14 12100 Wilshire Boulevard, Suite 800
15 Los Angeles, California 90025
16 Tel: (310) 200-3227
17 ellie@cliffwoodlaw.com

18 **FOR LIC & COR:**

19 Emily F. Knox Bar No. 307035
20 egoldbergknox@jonesday.com
21 jettacook@jonesday.com
22 JONES DAY
23 555 California Street, 26th Floor
24 San Francisco, CA 94104
25 Tel: (415) 626-393

26 **12. COURT APPROVAL**

27 **12.1** Upon execution of this Consent Judgment by the Parties, CPA shall file a Motion
28 for Court Approval.

29 **12.2** If the California Attorney General objects to any term in this Consent Judgment, the
30 Parties shall use their best efforts to resolve the concern in a timely manner, and, if possible, prior
31 to the hearing on the motion.

32 **12.3** If this Stipulated Consent Judgment is not approved by the Court, it shall be void
33 and have no force or effect.

1 **13. EXECUTION AND COUNTERPARTS**

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

5 **14. DRAFTING**

6 The terms of this Consent Judgment have been reviewed by the respective counsel for
7 each Party prior to its signing, and each Party has had an opportunity to fully discuss the terms
8 and conditions with legal counsel. The Parties agree that, in any subsequent interpretation and
9 construction of this Consent Judgment, no inference, assumption, or presumption shall be drawn,
10 and no provision of this Consent Judgment shall be construed against any Party, based on the fact
11 that one of the Parties and/or one of the Parties' legal counsel prepared and/or drafted all or any
12 portion of the Consent Judgment. It is conclusively presumed that all of the Parties participated
13 equally in the preparation and drafting of this Consent Judgment.

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

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

20 **16. ENFORCEMENT**

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

26 **17. ENTIRE AGREEMENT, AUTHORIZATION**

27 **17.1** This Consent Judgment contains the sole and entire agreement and understanding
28 of the Parties with respect to the entire subject matter herein, including any and all prior discussions,

negotiations, commitments, and understandings related thereto. No representations, oral or otherwise, express or implied, other than those contained herein have been made by any Party. No other agreements, oral or otherwise, unless specifically referred to herein, shall be deemed to exist or to bind any Party.

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

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

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

(1) Find that the terms and provisions of this Consent Judgment represent a fair and equitable settlement of all matters raised by the allegations of the Complaint that the matter has been diligently prosecuted, and that the public interest is served by such settlement;

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

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

IT IS SO STIPULATED:

Dated: 7/13/2026, 2026

CLEAN PRODUCT ADVOCATES, LLC

By: DEKI YANGZOM, DIRECTOR

Deki Yangzom, Director

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Dated: July 14, 2026

LUCINI ITALIA COMPANY, LLC

DocuSigned by:

9A765074B0CD441
By: Leandro Ravetti
Its: Joint CEO and Executive Director

Dated: July 14, 2026

CALIFORNIA OLIVE RANCH, INC.

DocuSigned by:

9A765074B0CD441
By: Leandro Ravetti
Its: Joint CEO and Executive Director

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ORDER APPROVING AGREEMENT

Based upon the Parties' stipulation and good cause appearing, this agreement is approved and is hereby entered according to its terms.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: _____, 2026

JUDGE OF THE SUPERIOR COURT