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8 Attorneys for Plaintiff

Environmental Health Advocates, Inc.

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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

12 ENVIRONMENTAL HEALTH
13 ADVOCATES, INC.,

Plaintiff,

14 v.

15 OGGI FOODS, INC., a Canada corporation;
16 GROCERY OUTLET INC., a California
17 corporation; and DOES 1 through 100,
inclusive,

18 Defendants.

Case No. CGC-26-634148

[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 Oggi Foods, Inc. (“Defendant” or “Oggi Foods”) with EHA and Oggi Foods
5 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 Oggi Foods employs ten or more individuals and for purposes of this Consent Judgment only,
12 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 Oggi Foods manufactures, imports, sells, and distributes for sale Saponi di
16 Oggi Americana Pizza that contains lead. EHA further alleges that Oggi Foods does so without
17 providing a sufficient health hazard warning as required by Proposition 65 and related Regulations.
18 Oggi Foods denies these allegations and asserts that its products are safe and in compliance with all
19 applicable laws, rules and regulations.

20 **1.5 Notice of Violation**

21 On or around March 21, 2025, EHA served Defendant Oggi Foods, Grocery Outlet Inc., the
22 California Attorney General, and all other required public enforcement agencies with a 60-Day Notice
23 of Violation of Proposition 65 (“Notice”). The Notice alleged that Oggi Foods had violated Proposition
24 65 by failing to sufficiently warn consumers in California of the health hazards associated with
25 exposures to lead contained in frozen pizza products, including but not limited to Saponi di Oggi
26 Americana Pizza manufactured or processed by Oggi Foods that allegedly contain lead and are
27 imported, sold, shipped, delivered, or distributed for sale to consumers in California by Releasees (as
28 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 frozen pizza products, including but not
5 limited to Saponi di Oggi Americana Pizza manufactured or processed by Oggi Foods that allegedly
6 contain lead and are imported, sold, shipped, delivered, or distributed for sale to consumers in
7 California by Releasees (as defined in section 4.1) ("Covered Products").

8 **1.7 State of the Pleadings**

9 On or around February 20, 2026, EHA filed a Complaint against Oggi Foods for the alleged
10 violations of Proposition 65 that are the subject of the Notice ("Complaint").

11 **1.8 No Admission**

12 Oggi Foods denies the material factual and legal allegations of the Notice and Complaint and
13 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 Oggi Foods' 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 Oggi Foods as to the allegations in the Complaint, that venue is proper in
23 the County of San Francisco, and that the Court has jurisdiction to enter and enforce the provisions of
24 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.

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 of the Covered Products**

7 Beginning on or before the Compliance Date, Defendant shall be permanently enjoined from
8 manufacturing, distributing, or directly selling in the State of California, any Covered Product that
9 exposes a person to a “Daily Lead Exposure Level” of more than 0.5 micrograms of lead based on a
10 single serving per day unless such Covered Products comply with the warning requirements of Section
11 2.2. The “Daily Lead Exposure Level” shall be calculated by multiplying the recommended serving
12 size in Covered Product by the concentration of lead in Covered Products. As used in this Section 2,
13 “distributed for sale in CA” means to directly ship Covered Products into California or to sell Covered
14 Products to a distributor Defendant knows will sell Covered Products in California.

15 **2.2 Clear and Reasonable Warnings**

16 For Covered Products that contain lead in a concentration exceeding the Reformulation
17 Standard set forth in section 2.1 above, and which are distributed or directly sold by Oggi Foods in the
18 State of California on or after the Compliance Date, Oggi Foods provide a “clear and reasonable”
19 Proposition 65 warning, within the meaning of Section 2549.6 of the Act, subject to Section 2.3 of this
20 Agreement. Oggi Foods agrees that each warning shall be prominently placed with such
21 conspicuousness, as compared with words, statements, designs, or devices as to render it likely to be
22 seen, read, and understood by an ordinary individual under customary conditions before purchase or
23 use. Each warning shall be provided in a manner such that the consumer or user understands to which
24 specific Covered Products the warning applies, and which listed chemical(s) is/are implicated, so as to
25 minimize the risk of consumer confusion.

26 For purposes of this Settlement Agreement, a clear and reasonable warning for the Covered
27 Products shall consist of a product-specific warning via one or more of the following methods: (1) A
28 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.

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.

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.

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.

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

1 used to provide a warning that includes consumer information about a product in a language other than
2 English, the warning must also be provided in that language in addition to English.

3 As set forth in Cal. Code Regs. Tit. 27, § 25602(b), to the extent Covered Products are sold
4 online, a warning that complies with the content requirements of Cal. Code Regs Tit. 27, § 25603 must
5 be provided via of the following methods: (1) A warning on the product display page; (2) A clearly
6 marked hyperlink using the word “**WARNING**” or the words “**CA WARNING**” or “**CALIFORNIA**
7 **WARNING**” on the product display page that links to the warning; or (3) An otherwise prominently
8 displayed warning provided to the purchaser prior to completing the purchase. If a warning is provided
9 using the short-form label content pursuant to Section 25602(a)(4), the warning provided on the website
10 may use the same content. For purposes of this section, a warning is not prominently displayed if the
11 purchaser must search for it in the general content of the website. For internet purchases made prior to
12 1/1/28, a retail seller is not responsible under Section 25600.2(e)(4) for conspicuously posting or
13 displaying the new warning online until 60 calendar days after the retailer receives a warning or a written
14 notice under Section 25600.2(b) and (c) which updates a short-form warning compliant with Section
15 25603(c) with content compliant with Section 25603(b). These requirements extend to any websites
16 under the exclusive control of Oggi Foods where Covered Products are sold into California. In addition,
17 Oggi Foods shall instruct any third-party website to which it directly sells its Covered Products to
18 include the same online warning, as set forth above, as a condition of selling the Covered Products in
19 California.

20 **2.3 Sell-Through Period**

21 Notwithstanding anything else in this Consent Judgment, Covered Products that are
22 manufactured, packaged, or put into commerce on or before the Effective Date shall be subject to the
23 release of liability pursuant to this Consent Judgment, without regard to when such Covered Products
24 were, or are in the future, distributed or sold to customers. As a result, the obligations of Oggi Foods,
25 or any Releasees (if applicable), stated in this Section 2 do not apply to Covered Products
26 manufactured, packaged, or put into commerce prior to the Effective Date.

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For Federal Express 2-Day Delivery:

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

Oggi Foods agrees to provide EHA's counsel with a copy of the check payable to OEHHA, simultaneous with its penalty payment to EHA.

Plaintiff and its counsel will provide completed IRS 1099, W-9, or other tax forms within fourteen (14) days after Plaintiff files a Motion to Approve this Consent Judgment. Relevant information is set out below:

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

All payments referenced in this section shall be paid within fourteen (14) days of the date the Court approves EHA's motion to approve this Consent Judgment.

3.3 Attorney's Fees and Costs

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

Oggi Foods shall provide its payment for civil penalty and for attorneys' fees and costs to EHA's counsel in the amount of forty-five thousand dollars (\$45,000.00), provided that if such payment is made within fourteen (14) days of the Effective Date, a waiver of \$5,000 shall apply, in which case payment of attorneys' fees and costs shall be forty thousand dollars (\$40,000). Payment made be made by physical check or by electronic means, including wire transfers, at Oggi Foods' discretion, as follows: forty-five thousand dollars (\$45,000.00) in Attorney's Fees and Costs shall be paid as one payment of \$45,000.00, due within fourteen (14) days of the date the Court approves EHA's motion to approve this Consent Judgment, or forty thousand dollars (\$40,000) with application of the \$5,000.00 waiver upon timely payment.

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

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

4. CLAIMS COVERED AND RELEASE

4.1 EHA's Public Release of Proposition 65 Claims

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

4.2 EHA's Individual Release of Claims

EHA, in its individual capacity, also provides a release to Oggi Foods and/or Releasees, which shall be a full and final accord and satisfaction of, as well as a bar to, all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, and demands of every nature, character, and kind, whether known or unknown, suspected or unsuspected, arising out of

1 alleged or actual exposures to lead in Covered Products manufactured, imported, sold, or distributed
2 by Oggi Foods before the Effective Date.

3 **4.3 Oggi Foods' Release of EHA**

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

9 **4.4 No Other Known Claims or Violations/Civil Code Section 1542**

10 EHA and EHA's counsel affirm that they are not presently aware of any actual or alleged
11 violations of Proposition 65 by Oggi Foods or for which Oggi Foods bears legal responsibility other
12 than those that are fully resolved by this Consent Judgment. It is possible that other claims not
13 known to EHA, including those arising out of the facts alleged in the Complaint relating to the
14 Covered Products sold by Oggi through the Effective Date will develop or be discovered. EHA
15 acknowledges that the claims released in this Section 4 may include unknown claims, and
16 nevertheless waive California Civil Code § 1542 as to any such unknown claims related to the
17 Covered Products. California Civil Code § 1542 reads, as follows:

18 “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR
19 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR
20 AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST
21 HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR
22 RELEASED PARTY.”

23 EHA acknowledges and understands the significance and consequences of this specific waiver
24 of California Civil Code § 1542.

25 **5. COURT APPROVAL**

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

1 **6. SEVERABILITY**

2 Subsequent to the Court’s approval and entry of this Consent Judgment, if any provision is held
3 by a court to be unenforceable, the validity of the remaining provisions shall not be adversely affected
4 provided that such provision held unenforceable is not reasonably material to either Party’s agreement
5 to enter into this Consent Judgment.

6 **7. GOVERNING LAW**

7 The terms of this Consent Judgment shall be governed by the laws of the state of California as
8 applied within the state of California. In the event that Proposition 65 is repealed, or is otherwise
9 rendered inapplicable for reasons, including but not limited to changes in the law; or in the event the
10 California Office of Health Hazard Assessment adopts a regulation or safe use determination, or issues
11 an interpretive guideline that exempts Covered Products from meeting the requirements of Proposition
12 65; or if lead cases are permanently enjoined by a court of competent jurisdiction; or if Proposition 65
13 is determined to be preempted by federal law or a burden on First Amendment rights with respect to
14 lead in Covered Products or Covered Products substantially similar to Covered Products, then Oggi
15 Foods may seek relief from the injunctive obligations imposed by this Consent Judgment to the extent
16 any Covered Products are so affected by modifying the agreement via the mechanisms set forth in
17 Section 12.

18 **8. ENFORCEMENT**

19 In any action to enforce the terms of this Consent Judgment, the prevailing party shall be entitled
20 to its reasonable attorneys’ fees and costs. The injunctive terms of this Consent Judgment may be
21 enforced by public agency prosecutors pursuant to California Health and Safety Code section
22 25249.7(c), and/or by private party prosecutors acting “in the public interest” under California Health
23 and Safety Code section 25249.7(d).

24 **9. NOTICE**

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

If to Oggi Foods:

Joshua Bloom
Bay Law Group LLP
P.O. Box 8554
Berkeley, CA 94707
jbloom@baylawgroupllp.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, responding to any objection that any third-party may make, and appearing at the hearing before the Court if so requested.

12. MODIFICATION

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

13. AUTHORIZATION

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

14. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES

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

5 **15. ENTIRE AGREEMENT**

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

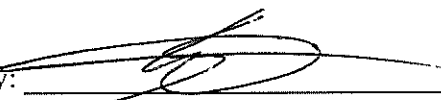
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AGREED TO:

12
13 Date: 8/11/26

Date: 07/31/2026

14 By: 
15 ENVIRONMENTAL HEALTH
16 ADVOCATES, INC.

By: 
OGGI FOODS, INC.

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18 **IT IS SO ORDERED.**

19
20 Date: _____

JUDGE OF THE SUPERIOR COURT