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14 Environmental Health Advocates, Inc.

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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

17 ENVIRONMENTAL HEALTH
18 ADVOCATES, INC.,

19 Plaintiff,

20 v.

21 DR. PRAEGER'S SENSIBLE FOODS LLC,
22 a Delaware limited liability company; ALDI
23 FOODS INC., an Illinois corporation; and
24 DOES 1 through 100, inclusive,

25 Defendants.

Case No. CGC-26-634536

[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 Dr. Praeger’s Sensible Foods LLC (“Defendant” or “Dr. Praeger's”) with
5 EHA and Dr. Praeger's each individually referred to as a “Party” and collectively referred to as the
6 “Parties.”

7 **1.2 Plaintiff**

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

11 **1.3 Defendant**

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

15 **1.4 General Allegations**

16 EHA alleges that Dr. Praeger's manufactures, imports, sells, and distributes for sale Simply
17 Nature Sweet Potato Bites that contain lead. EHA further alleges that Dr. Praeger's does so without
18 providing a sufficient health hazard warning as required by Proposition 65 and related regulations. Dr.
19 Praeger's denies the material, factual, and legal allegations in the Notices and maintains that all of the
20 products it sold and/or distributed for sale in California, including Covered Products, have been and
21 are in compliance with all applicable laws, rules and regulations.

22 **1.5 Notices of Violation**

23 On or around April 11, 2025, EHA served Aldi Inc., Aldi Foods Inc., the California Attorney
24 General, and all other required public enforcement agencies with a 60-Day Notice of Violation of
25 Proposition 65. This Notice was subsequently amended on July 25, 2025, to remove Aldi Inc. as a
26 manufacturer, and name Dr. Praeger’s as the true manufacturing entity. This Notice was subsequently
27 amended on August 29, 2025, to add additional addresses for Dr. Praeger’s (collectively, the April 11,
28 2025, July 25, 2025, and August 29, 2025 60-Day Notices of Violation are referred to as the “Notices”).

1 The Notices alleged that Dr. Praeger's violated Proposition 65 by failing to provide Proposition 65
2 warnings to consumers in California associated with exposures to lead contained in the Covered
3 Products.

4 To the best of the Parties' knowledge, no public enforcer has commenced or is otherwise
5 prosecuting an action to enforce the violations alleged in the Notices.

6 **1.6 Product Description**

7 The products covered by this Consent Judgment are sweet potato bites products, including but
8 not limited to Simply Nature Sweet Potato Bites manufactured by Dr. Praeger's that allegedly contain
9 lead and are imported, sold, shipped, delivered, or distributed for sale to consumers in California by
10 Releasees (as defined in section 4.1) ("Covered Products").

11 **1.7 State of the Pleadings**

12 On or around March 2, 2026, EHA filed a Complaint against Dr. Praeger's for the alleged
13 violations of Proposition 65 that are the subject of the Notices ("Complaint").

14 **1.8 No Admission**

15 Dr. Praeger's denies the material factual and legal allegations of the Notices and Complaint and
16 maintains that all of the products it has manufactured, imported, sold, and/or distributed for sale in
17 California, including Covered Products, have been, and are, in compliance with all applicable laws,
18 rules, and regulations, including Proposition 65. Nothing in this Consent Judgment shall be construed
19 as an admission by Dr. Praeger's of any fact, finding, conclusion of law, issue of law, or violation of
20 law, nor shall compliance with this Consent Judgment be construed as an admission by Dr. Praeger's
21 of any fact, finding, conclusion of law, issue of law, or violation of law, such being specifically denied
22 by Dr. Praeger's. This Section shall not, however, diminish or otherwise affect Dr. Praeger's
23 obligations, responsibilities, and duties under this Consent Judgment.

24 **1.9 Jurisdiction**

25 For purposes of this Consent Judgment and the Complaint only, the Parties stipulate that this
26 Court has jurisdiction over Dr. Praeger's as to the allegations in the Complaint, that venue is proper in
27 the County of San Francisco, and that the Court has jurisdiction to enter and enforce the provisions of
28 this Consent Judgment pursuant to Proposition 65 and Code of Civil Procedure section 664.6.

1 **1.10 Effective Date**

2 For purposes of this Consent Judgment, the term “Effective Date” means the date on which this
3 Consent Judgment is approved and entered as a judgment of the Court and all Parties have been
4 provided with a copy.

5 **1.11 Compliance Date**

6 For purposes of this Consent Judgment, the term “Compliance Date” means 60 days after the
7 Effective Date.

8 **2. INJUNCTIVE RELIEF**

9 **2.1 Reformulation of the Covered Products**

10 Beginning on or before the Compliance Date, Defendant shall be permanently enjoined from
11 manufacturing for subsequent sale into California any Covered Product that exposes a person to a
12 “Daily Lead Exposure Level” of more than 0.5 micrograms of lead based on a single serving per day,
13 unless such Covered Products comply with the warning requirements of Section 2.2. The “Daily Lead
14 Exposure Level” shall be calculated by multiplying the recommended serving size in Covered Product
15 by the concentration of lead in Covered Products. As used in this Section 2, “distributed for sale in
16 CA” means to directly ship Covered Products into California or to sell Covered Products to a distributor
17 Defendant knows will sell Covered Products in California. Dr. Praeger’s may rely on testing it
18 conducts, or that has been provided from any supplier(s) of ingredients in Covered Products to comply
19 with this Section.

20 **2.2 Clear and Reasonable Warnings**

21 For Covered Products that do not comply with Section 2.1 above, and which are manufactured
22 for distribution or sale in the State of California on or after the Compliance Date, Dr. Praeger's must
23 provide a “clear and reasonable” Proposition 65 warning, within the meaning of Section 2549.6 of the
24 Act, subject to Section 2.3 of this Consent Judgment. Each warning shall be prominently placed with
25 such conspicuousness, as compared with words, statements, designs, or devices as to render it likely to
26 be seen, read, and understood by an ordinary individual under customary conditions before purchase
27 or use. Each warning shall be provided in a manner such that the consumer or user understands to
28 which specific Covered Products the warning applies, and which listed chemical(s) is/are implicated,

so as to minimize the risk of consumer confusion.

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

1) **“WARNING:” [or] “CA WARNING:” [or] “CALIFORNIA WARNING:”**: Consuming this product can expose you to lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov/food.

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

1 sign, label, placard, or shelf tag is used to provide a warning, it must be displayed with such
2 conspicuousness, as compared with other words, statements, or designs as to render it likely to be read
3 and understood by an ordinary individual prior to sale. In no case shall a warning statement appear in a
4 type size smaller than 6-point type. Where a sign, labeling, or label as defined in Section 25600.1 is
5 used to provide a warning that includes consumer information about a product in a language other than
6 English, the warning must also be provided in that language in addition to English. Alternatively, the
7 content and method of transmission may be provided in any form as authorized by Proposition 65 law
8 or regulation effective on or after the Effective Date.

9 As set forth in Cal. Code Regs. Tit. 27, § 25602(b), to the extent Covered Products are sold
10 online, a warning that complies with the content requirements of Cal. Code Regs Tit. 27, § 25603 must
11 be provided via one of the following methods: (1) A warning on the product display page; (2) A clearly
12 marked hyperlink using the word **“WARNING”** or the words **“CA WARNING”** or **“CALIFORNIA**
13 **WARNING”** on the product display page that links to the warning; or (3) An otherwise prominently
14 displayed warning provided to the purchaser prior to completing the purchase. If a warning is provided
15 using the short-form label content pursuant to Section 25602(a)(4), the warning provided on the website
16 may use the same content. For purposes of this Section, a warning is not prominently displayed if the
17 purchaser must search for it in the general content of the website. For internet purchases made prior to
18 January 1, 2028, a retail seller is not responsible under Section 25600.2(e)(4) for conspicuously posting
19 or displaying the new warning online until 60 calendar days after the retailer receives a warning or a
20 written notice under Section 25600.2(b) and (c) which updates a short-form warning compliant with
21 Section 25603(c) with content compliant with Section 25603(b). These requirements extend to any
22 websites under the exclusive control of Dr. Praeger's where Covered Products are sold into California.
23 In addition, if Dr. Praeger's has actual knowledge a third-party website is offering Covered Products for
24 sale in California, Dr. Praeger's shall instruct any third-party website to which it directly sells its
25 Covered Products to include the same online warning, as set forth above, as a condition of selling the
26 Covered Products in California.

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1 Mike Gyurics
2 Fiscal Operations Branch Chief
3 Office of Environmental Health Hazard Assessment
4 P.O. Box 4010
5 Sacramento, CA 95812-4010

6 For Federal Express 2-Day Delivery:

7 Mike Gyurics
8 Fiscal Operations Branch Chief
9 Office of Environmental Health Hazard Assessment
10 1001 I Street
11 Sacramento, CA 95814

12 Plaintiff and its counsel will provide completed IRS 1099, W-9, or other tax forms as required.

13 Relevant information is set out below:

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

16 All payments referenced in this section shall be paid within thirty (30) days after the Effective Date.

17 **3.3 Attorney's Fees and Costs**

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

22 Dr. Praeger's shall provide its payment for civil penalty and for attorneys' fees and costs to
23 EHA's counsel by physical check or by electronic means, including wire transfers, at Dr. Praeger's
24 discretion, as follows: one payment of fifty-five thousand dollars (\$55,000.00) due sixty (60) days after
25 the Effective Date.

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

27 Noam Glick
28 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

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

18 **4.2 EHA's Individual Release of Claims**

19 EHA, in its individual capacity, also provides a release to Dr. Praeger's and/or Releasees, which
20 shall be a full and final accord and satisfaction of, as well as a bar to, all actions, causes of action,
21 obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, and demands of every
22 nature, character, and kind, whether known or unknown, suspected or unsuspected, arising out of
23 alleged or actual exposures to lead in Covered Products manufactured by Dr. Praeger's prior to the
24 Compliance Date.

25 **4.3 Dr. Praeger's Release of EHA**

26 Dr. Praeger's on its own behalf, and on behalf of Releasees as well as its past and current agents,
27 representatives, attorneys, successors, and assignees, hereby waives any and all claims against EHA
28 and its attorneys and other representatives, for any and all actions taken or statements made by EHA

1 and its attorneys and other representatives, whether in the course of investigating claims, otherwise
2 seeking to enforce Proposition 65 against them, in this matter or with respect to the Covered Products.

3 **4.4 No Other Known Claims or Violations**

4 EHA and EHA's counsel affirm that they are not presently aware of any actual or alleged
5 violations of Proposition 65 by Dr. Praeger's or for which Dr. Praeger's bears legal responsibility
6 other than those that are fully resolved by this Consent Judgment.

7 **4.5 California Civil Code Section 1542**

8 It is possible that other claims not known to the Parties arising out of the facts alleged in the
9 Notices and relating to the Covered Products will develop or be discovered. EHA on behalf of itself
10 only, on one hand, and Dr. Praeger's on behalf of itself only, on the other hand, acknowledge that this
11 Consent Judgment is expressly intended to cover and include all such claims up through the
12 Compliance Date. The Parties acknowledge that the claims released in this Section may include
13 unknown claims, and nevertheless waive California Civil Code section 1542 as to any such unknown
14 claims. California Civil Code section 1542 reads as follows:

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

21 EHA and Dr. Praeger's each acknowledge and understand the significance and consequences
22 of this specific waiver of California Civil Code § 1542.

23 **5. COURT APPROVAL**

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

27 **6. SEVERABILITY**

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

1 **7. GOVERNING LAW**

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

13 **8. ENFORCEMENT**

14 In any action to enforce the terms of this Consent Judgment, the prevailing party shall be entitled
15 to its reasonable attorneys' fees and costs. The injunctive terms of this Consent Judgment may be
16 enforced by public agency prosecutors pursuant to California Health and Safety Code section
17 25249.7(c), and/or by private party prosecutors acting "in the public interest" under California Health
18 and Safety Code section 25249.7(d).

19 **9. NOTICE**

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

24 If to Dr. Praeger's:

25 Alexandra Lizano
26 Greenberg Traurig, LLP
27 400 Capitol Mall, Suite 2400
28 Sacramento, CA 95814
 Alexandra.Lizano@gtlaw.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

1 notices and other communications shall be sent.

2 **10. COUNTERPARTS; DIGITAL SIGNATURES**

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

6 **11. POST EXECUTION ACTIVITIES**

7 EHA agrees to comply with the reporting form requirements referenced in Health and Safety
8 Code section 25249.7(f). The Parties further acknowledge that, pursuant to Health and Safety Code
9 section 25249.7(f), a noticed motion is required to obtain judicial approval of the settlement, which
10 motion EHA shall draft and file. In furtherance of obtaining such approval, the Parties agree to mutually
11 employ their reasonable best efforts, including those of their counsel, to support the entry of this
12 agreement as judgment, and to obtain judicial approval of their settlement in a timely manner. For
13 purposes of this Section, "best efforts" shall include, at a minimum, supporting the motion for approval,
14 responding to any objection that any third-party may make, and appearing at the hearing before the
15 Court if so requested.

16 **12. MODIFICATION**

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

20 **13. AUTHORIZATION**

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

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

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

28 **15. ENTIRE AGREEMENT**

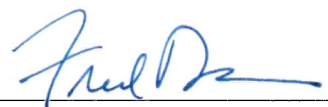
1 This Consent Judgment contains the sole and entire agreement and understanding of the Parties
2 with respect to the entire subject matter herein, and any and all prior discussions, negotiations,
3 commitments, and understandings related hereto. No representations, oral or otherwise, express or
4 implied,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

6 **AGREED TO:**

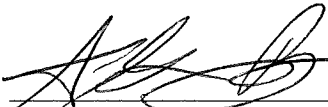
AGREED TO:

7
8 Date: 9/11/26

Date: 09/11/2026

9
10 By: 

ENVIRONMENTAL HEALTH
ADVOCATES, INC.

By: 

DR. PRAEGER'S SENSIBLE FOODS
LLC

Alexis Brescia
CSCO

13 **IT IS SO ORDERED.**

14
15 Date: _____

JUDGE OF THE SUPERIOR COURT