

1 **ENTORNO LAW, LLP**

2 Craig M. Nicholas (SBN 178444)

3 Noam Glick (SBN 251582)

4 Jake W. Schulte (SBN 293777)

5 Gianna E. Tirrell (SBN 358788)

6 225 Broadway, Suite 1900

7 San Diego, California 92101

8 Tel: (619) 629-0527

9 Email: craig@entornolaw.com

10 Email: noam@entornolaw.com

11 Email: jake@entornolaw.com

12 Email: gianna@entornolaw.com

13 Attorneys for Plaintiff

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] AMENDED 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 to comply with this Section.

19 **2.2 Clear and Reasonable Warnings**

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

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

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

26 **2.3 Sell-Through Period**

27 Notwithstanding anything else in this Consent Judgment, there shall be no obligation for Dr.
28 Praeger's to provide a warning for Covered Products manufactured prior to the Compliance Date, and



1 the Section 4 release of liability applies to all such Covered Products. For the avoidance of doubt,
2 "Covered Products manufactured" includes, but are not limited to, Covered Products in the process of
3 manufacture.

4 **3. MONETARY SETTLEMENT TERMS**

5 **3.1 Settlement Amount**

6 Dr. Praeger's shall pay sixty thousand dollars (\$60,000.00) in settlement and total satisfaction
7 of all the claims referred to in the Notices, the Complaint, and this Consent Judgment. This includes
8 civil penalties in the amount of five thousand dollars (\$5,000.00) pursuant to Health and Safety Code
9 section 25249.7(b) and attorneys' fees and costs in the amount of fifty-five thousand dollars
10 (\$55,000.00) pursuant to Code of Civil Procedure section 1021.5.

11 **3.2 Civil Penalty**

12 The portion of the settlement attributable to civil penalties shall be allocated according to Health
13 and Safety Code section 25249.12(c)(1) and (d), with seventy-five percent (75%) of the penalty paid
14 to the California Office of Environmental Health Hazard Assessment ("OEHHA"), and the remaining
15 twenty-five percent (25%) of the penalty paid to EHA individually. The five thousand dollars
16 (\$5,000.00) in civil penalties shall be paid as follows:

- 17 • One payment of \$3,750.00 to OEHHA, due thirty (30) days after the Effective Date.
- 18 • One payment of \$1,250.00 to EHA, due thirty (30) days after the Effective Date.

19 All payments owed to EHA shall be delivered to the following address:

20
21 Environmental Health Advocates
22 225 Broadway, Suite 2100
San Diego, CA 92101

23 All payments owed to OEHHA (EIN: 68-0284486) shall be delivered directly to OEHHA
24 (Memo Line "Prop 65 Penalties") at the following addresses:

25 For United States Postal Service Delivery:

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

For Federal Express 2-Day Delivery:

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

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

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 thirty (30) days after the Effective Date.

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 Dr. Praeger's attention, as well as litigating and negotiating a settlement in the public interest.

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

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 Dr. Praeger's, 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

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

14 **4.2 EHA's Individual Release of Claims**

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

21 **4.3 Dr. Praeger's Release of EHA**

22 Dr. Praeger's on its own behalf, and on behalf of Releasees as well as its past and current agents,
23 representatives, attorneys, successors, and assignees, hereby waives any and all claims against EHA
24 and its attorneys and other representatives, for any and all actions taken or statements made by EHA
25 and its attorneys and other representatives, whether in the course of investigating claims, otherwise
26 seeking to enforce Proposition 65 against them, in this matter or with respect to the Covered Products.

27 **4.4 No Other Known Claims or Violations**

28



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

4 **4.5 California Civil Code Section 1542**

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

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

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

20 **5. COURT APPROVAL**

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

24 **6. SEVERABILITY**

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

27 **7. GOVERNING LAW**

28 The terms of this Consent Judgment shall be governed by the laws of the state of California as
applied within the state of California. In the event that Proposition 65 is repealed, or is otherwise
rendered inapplicable for reasons, including but not limited to changes in the law; or in the event the

1 California Office of Health Hazard Assessment adopts a regulation or safe use determination, or issues
2 an interpretive guideline that exempts Covered Products from meeting the requirements of Proposition
3 65; or if lead cases are permanently enjoined by a court of competent jurisdiction; or if Proposition 65
4 is determined to be preempted by federal law or a burden on First Amendment rights with respect to
5 lead in Covered Products or Covered Products substantially similar to Covered Products, then Dr.
6 Praeger's may seek relief from the injunctive obligations imposed by this Consent Judgment to the
7 extent any Covered Products are so affected by modifying the agreement via the mechanisms set forth
8 in Section 12.

9 **8. ENFORCEMENT**

10 In any action to enforce the terms of this Consent Judgment, the prevailing party shall be entitled
11 to its reasonable attorneys' fees and costs. The injunctive terms of this Consent Judgment may be
12 enforced by public agency prosecutors pursuant to California Health and Safety Code section
13 25249.7(c), and/or by private party prosecutors acting "in the public interest" under California Health
14 and Safety Code section 25249.7(d).

15 **9. NOTICE**

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

20 If to Dr. Praeger's:

21 Alexandra Lizano
22 Greenberg Traurig, LLP
23 400 Capitol Mall, Suite 2400
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

24 Any Party may, from time to time, specify in writing to the other, a change of address to which
25 notices and other communications shall be sent.
26
27
28

1 **10. COUNTERPARTS; DIGITAL SIGNATURES**

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

5 **11. POST EXECUTION ACTIVITIES**

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

15 **12. MODIFICATION**

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

19 **13. AUTHORIZATION**

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

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

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

27 **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.

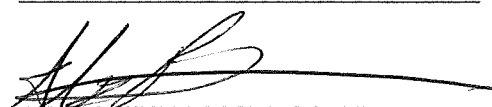
6 **AGREED TO:**

AGREED TO:

7
8 Date: 9/24/26

Date: 09/22/2026

9
10 By: 
11 ENVIRONMENTAL HEALTH
ADVOCATES, INC.

By: 
12 DR. PRAEGER'S SENSIBLE FOODS
LLC
Alexis Brescia

13 **IT IS SO ORDERED.**

14
15 Date: _____

16 JUDGE OF THE SUPERIOR COURT
17
18
19
20
21
22
23
24
25
26
27
28