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16 Environmental Health Advocates, Inc.

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

18 **IN AND FOR THE COUNTY OF ALAMEDA**

19 ENVIRONMENTAL HEALTH
20 ADVOCATES, INC., a California corporation,

21 Plaintiff,

22 v.

23 TRADER JOE'S COMPANY, a California
24 corporation; DOE 1: TORN & GLASSER,
25 INC., a California corporation; and DOES 2
26 through 100, inclusive,

27 Defendants.

Case No.: 24CV097216

[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,
4 Inc., (“EHA” or “Plaintiff”) and Defendants Trader Joe’s Company (“Trader Joe’s”) and Torn
5 & Glasser, Inc. (“Torn & Glasser”) (Trader Joe’s and Torn & Glasser are collectively referred to
6 as “Defendants”), with EHA and Defendants each individually referred to as a “Party” and
7 collectively referred to as the “Parties.”

8 **1.2 Plaintiff**

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

12 **1.3 Defendant**

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

16 **1.4 General Allegations**

17 EHA alleges that Defendants manufacture, import, sell, and/or distribute for sale in
18 California dried mango products, including but not limited to Trader Joe’s Chile Spiced Mango,
19 that contain lead. EHA further alleges that Defendants do so without providing a sufficient health
20 hazard warning as required by Proposition 65 and related Regulations. Defendants deny these
21 allegations and assert that their products are safe and in compliance with all applicable laws, rules
22 and regulations.

23 **1.5 Notice of Violation**

24 On or around October 13, 2023, EHA served Trader Joe’s, the California Attorney General,
25 and all other required public enforcement agencies with a 60-Day Notice of Violation of Proposition
26 65 alleging that Trader Joe’s had violated Proposition 65 by failing to sufficiently warn consumers
27 in California of the health hazards associated with exposures to lead contained in dried mango
28 products, including but not limited to Trader Joe’s Chile Spiced Mango, (this notice was designated

1 Notice No. 2023-03151 by the California Attorney General) (“October 2023 Notice”). On July 16,
2 2024, EHA served Trader Joe’s, the California Attorney General, and all other required public
3 enforcement agencies with an amended 60-Day Notice of Violation of Proposition 65 for the same
4 claims that added Trader Joe’s CEO as a recipient of service (this notice was designated Notice No.
5 2024-02973 by the California Attorney General) (“July 2024 Notice”).

6 On or around May 15, 2025, EHA served Trader Joe’s, Torn & Glasser, the California
7 Attorney General, and all other required public enforcement agencies with two 60-Day Notices of
8 Violation of Proposition 65 alleging that Trader Joe’s and Torn & Glasser had violated Proposition
9 65 by failing to sufficiently warn consumers in California of the health hazards associated with
10 exposures to lead contained in dried mango products, including but not limited to Trader Joe’s Chile
11 Spiced Mango, (these notices were designated Notice Nos. 2025-01528 and 2025-01529 by the
12 California Attorney General) (“May 2025 Notices”). The May 2025 Notices added Torn & Glasser
13 as an alleged violator of Proposition 65 as the manufacturer of the Products.

14 The October 2023 Notice, July 2024 Notice, and May 2025 Notices are collectively referred
15 to as the “Notices.”

16 No public enforcer has commenced or is otherwise prosecuting an action to enforce the
17 violations alleged in any of the Notices.

18 **1.6 Product Description**

19 The products covered by this Consent Judgment are dried mango products, including but
20 not limited to Trader Joe’s Chile Spiced Mango, manufactured, processed, or sold by Defendants
21 that allegedly contain lead and are imported, sold, shipped, delivered, or distributed for sale to
22 consumers in California by Releasees (as defined in section 4.1) (“Covered Products”).

23 **1.7 State of the Pleadings**

24 On or around October 24, 2024, EHA filed a Complaint against Trader Joe’s for the alleged
25 violations of Proposition 65 that are the subject of the October 2023 and July 2024 Notices.

26 On or around September 5, 2025, EHA filed a Doe Amendment adding Torn & Glasser as
27 a Defendant, on the basis of the May 2025 Notices.

28 For purposes of this Consent Judgment, the term “Complaint” shall collectively refer to

1 EHA’s Complaint against Trader Joe’s filed October 24, 2024, and its September 5, 2025 Doe
2 Amendment that added Torn & Glasser as a defendant.

3 **1.8 No Admission**

4 Defendants deny the material factual and legal allegations of the Notices and Complaint and
5 maintain that all of the products they have manufactured, imported, sold, and/or distributed for sale
6 in California, including Covered Products, have been, and are, in compliance with all applicable
7 laws, rules and regulations. Nothing in this Consent Judgment shall be construed as an admission
8 of any fact, finding, conclusion of law, issue of law, or violation of law, nor shall compliance with
9 this Consent Judgment be construed as an admission of any fact, finding, conclusion of law, issue
10 of law, or violation of law. This Section shall not, however, diminish or otherwise affect
11 Defendants’ obligations, responsibilities, and duties under this Consent Judgment.

12 **1.9 Jurisdiction**

13 For purposes of this Consent Judgment and the Complaint only, the Parties stipulate that
14 this Court has jurisdiction over Defendants as to the allegations in the Complaint, that venue is
15 proper in the County of Alameda, and that the Court has jurisdiction to enter and enforce the
16 provisions of this Consent Judgment pursuant to Proposition 65 and Code of Civil Procedure section
17 664.6.

18 **1.10 Effective Date**

19 For purposes of this Consent Judgment, the term “Effective Date” means the date on which
20 this Consent Judgment is approved by the Court, as discussed in Section 5.

21 **1.11 Compliance Date**

22 For purposes of this Consent Judgment, the term “Compliance Date” means 180 days from
23 the date on which this Consent Judgment is approved and entered as a judgment of the Court, as
24 discussed in Section 5.

25 **2. INJUNCTIVE RELIEF**

26 **2.1 Reformulation of the Covered Products**

27 By the Compliance Date, Defendants shall be permanently enjoined from manufacturing,
28 distributing, or directly selling in the State of California, any Covered Product that contains a Lead

1 concentration exceeding 32.5 parts per billion (“PPB”)¹ (the “Reformulation Standard”), unless
2 such Covered Products comply with the warning requirements of Section 2.2. The Lead
3 concentration shall be detected by using tests performed by a laboratory accredited by the State of
4 California, a federal agency, or a nationally recognized accrediting organizing using LC-MS/MS
5 (Liquid Chromatograph-Mass Spectrometry).

6 **2.2 Clear and Reasonable Warnings**

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

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

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26
27 ¹ The Reformulation Standard takes into account that up to 20 ppb of Lead in the Covered Products is
28 “naturally occurring” and does not constitute an “exposure” under Proposition 65. Cal. Code Regs. tit. 27,
§§ 25501, 28500.

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

As set forth in Cal. Code Regs. Tit. 27, § 25602(b), to the extent Covered Products are sold online by authorized resellers of Defendants, a warning that complies with the content requirements of Cal. Code Regs Tit. 27, § 25603 must be provided via of the following methods: (1) A warning

1 on the product display page; (2) A clearly marked hyperlink using the word “WARNING” or the
2 words “CA WARNING” or “CALIFORNIA WARNING” on the product display page that links
3 to the warning; or (3) An otherwise prominently displayed warning provided to the purchaser prior
4 to completing the purchase. If a warning is provided using the short-form label content pursuant to
5 Section 25602(a)(4), the warning provided on the website may use the same content. For purposes
6 of this section, a warning is not prominently displayed if the purchaser must search for it in the
7 general content of the website. For internet purchases made prior to 1/1/28, a retail seller is not
8 responsible under Section 25600.2(e)(4) for conspicuously posting or displaying the new warning
9 online until 60 calendar days after the retailer receives a warning or a written notice under Section
10 25600.2(b) and (c) which updates a short-form warning compliant with Section 25603(c) with
11 content compliant with Section 25603(b). These requirements only apply to those websites under
12 the exclusive control of Defendants where Covered Products are sold into California. Defendants
13 also have a duty to ensure that website warnings are given for Covered Products sold on websites of
14 resellers explicitly authorized by Defendants to resell Covered Products, and will require that the
15 warnings be given as a condition of the sale of the product or that there is compliance with the
16 provisions of Section 25600.2. At the time of execution of this Consent Judgment, Trader Joe’s
17 does not sell the Covered Products online or authorize any resellers to sell the Covered Products;
18 provided Trader Joe’s does not sell the Covered Products online or authorize any resellers to sell the
19 Covered Products, Trader Joe’s shall have no warning obligations under this paragraph.

20 Notwithstanding the above, if Defendants are required to provide a warning pursuant to
21 Section 2.1, the warning content and method of transmission shall be provided in any form as
22 authorized by any Proposition 65 law or regulation effective on or after the Effective Date. In the
23 event that the Office of Environmental Health Hazard Assessment promulgates one or more
24 regulations requiring or permitting Proposition 65 warning text and/or methods of transmission
25 applicable to the Covered Products and the chemical at issue, which are different than those set forth
26 above, Defendants shall be entitled to use, at its discretion and without prior notice to EHA, such
27 other warning text and/or method of transmission without being deemed in breach of this Consent
28 Judgment and without the need to seek court approval to modify this Consent Judgment as explained

1 in Section 12, below.

2 **2.3 Sell-Through Period**

3 Notwithstanding anything else in this Consent Judgment, Covered Products that are
4 manufactured, packaged, or put in the stream of commerce on or before the Compliance Date shall
5 be subject to the release of liability explained in Section 4 of this Consent Judgment, without regard
6 to when such Covered Products were, or are in the future, distributed or sold to customers. As a
7 result, the obligations of Defendants, or any Releasees (if applicable), stated in this Section 2 do
8 not apply to Covered Products manufactured, packaged, or put in the stream of commerce between
9 the date this Agreement is executed and the Compliance Date. For the avoidance of doubt, Covered
10 Products in the stream of commerce specifically include, but are not limited to, Covered Products
11 in the process of manufacture.

12 **3. MONETARY SETTLEMENT TERMS**

13 **3.1 Settlement Amount**

14 Defendant Torn & Glaser shall pay eighty-thousand dollars (\$80,000.00) in settlement and
15 total satisfaction of all the claims referred to in the Notice(s), the Complaint, and this Consent
16 Judgment. This includes civil penalties in the amount of eight thousand dollars (\$8,000.00) pursuant
17 to Health and Safety Code section 25249.7(b) and attorneys' fees and costs in the amount of
18 seventy-two thousand dollars (\$72,000.00) pursuant to Code of Civil Procedure section 1021.5.

19 Defendants have no responsibility or liability (a) arising out of the disbursement of the
20 settlement amount, and (b) for any income tax or any other tax payable resulting from the receipt
21 of any settlement proceeds under this Agreement. Only EHA shall be required to send Defendants
22 a W-9, and EHA and EHA's counsel take complete responsibility for any income or other tax
23 payable resulting from the receipt of any settlement proceeds under this Agreement.

24 **3.2 Civil Penalty and Method of Payment**

25 The portion of the settlement attributable to civil penalties shall be allocated according to
26 Health and Safety Code section 25249.12(c)(1) and (d), with seventy-five percent (75%) of the
27 penalty paid to the California Office of Environmental Health Hazard Assessment ("OEHHA"),
28 and the remaining twenty-five percent (25%) of the penalty paid to EHA individually. The seventy

1 five percent (75%) of the eight thousand dollars (\$8,000.00) in civil penalties shall be paid as
2 follows

- 3 • One payment of \$6,000.00 to OEHHA, due fourteen (14) days after the Effective
4 Date.
- 5 • One payment of \$2,000.00 to EHA, due fourteen (14) days after the Effective date.

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

7 Environmental Health Advocates
8 225 Broadway, Suite 2100
9 San Diego, CA 92101

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

12 For Federal Express 2-Day Delivery:

13 Mike Gyurics
14 Fiscal Operations Branch Chief
15 Office of Environmental Health Hazard Assessment
16 1001 I Street
17 Sacramento, CA 95814

18 Torn & Glasser agrees to provide EHA's counsel with a copy of the check payable to
19 OEHHA, simultaneous with its penalty payment to EHA.

20 Plaintiff and its counsel will provide completed IRS 1099, W-9, or other tax forms as
21 required. Relevant information is set out below:

- 22 1. "Environmental Health Advocates, Inc." (EIN: 84-2322975) at the address provided above.
- 23 2. "Office of Environmental Health Hazard Assessment" 1001 I Street, Sacramento, CA
24 95814.

25 All payments referenced in this section shall be paid within fourteen (14) days of the date the
26 Court approves EHA's motion to approve this Consent Judgment provided Plaintiff and its counsel
27 have provided the required tax forms under this section.

28 **3.3 Attorney's Fees and Costs**

The portion of the settlement attributable to attorneys' fees and costs shall be paid to Entorno
Law, LLP, which is entitled to attorneys' fees and costs incurred by it in this action, including but

1 not limited to investigating potential violations, bringing this matter to Defendants' attention, as
2 well as litigating and negotiating a settlement in the public interest.

3 Torn & Glasser shall provide their payment for civil penalty and for attorneys' fees and
4 costs to EHA's counsel by physical check or by electronic means, including wire transfers, at
5 Defendants' discretion, as seventy-two thousand dollars (\$72,000.00) in Attorney's Fees and Costs.
6 Payments by Defendants under this Consent Judgment shall be as paid as follows:

- 7 1. One payment of seventy-two thousand dollars (\$72,000.00) to Entorno Law, LLP, due
8 fourteen (14) days after the Effective Date.

9 If payment is not issued as set forth in this timeline, counsel for EHA shall give the
10 undersigned counsel for Defendants Notice as set forth in Section 9 herein, to include Notice via e-
11 mail. A payment following such Notice shall be deemed timely if received by Entorno Law, LLP
12 within seven (7) days of Defendants' receipt of the Notice.

13 EHA shall dismiss or otherwise agree to dismiss the current action with prejudice within
14 thirty (30) days of receipt of the last payment required as set forth herein. This Court, however,
15 shall retain jurisdiction over the matters set forth in this Consent Judgment including, but not limited
16 to, any dispute relating to this Consent Judgment and/or any relief sought pursuant to Section 7
17 herein.

18 The attorney fee payments shall be made payable to Entorno Law, LLP. The address for
19 this entity is:

20 Noam Glick
21 Entorno Law, LLP
22 225 Broadway, Suite 1900
23 San Diego, CA 92101

24 **4. CLAIMS COVERED AND RELEASE**

25 **4.1 EHA's Public Release of Proposition 65 Claims**

26 This Consent Judgment is a full, final, and binding resolution of all claims under Proposition
27 65 that has been or could have been asserted in the public interest against the Defendants and/or
28 Releasees (defined below) arising out of alleged exposure to lead from the Covered Products.
Plaintiff, acting on its own behalf and in the public interest, releases Defendants, and their
respective parents, subsidiaries, affiliated entities under common ownership or control, its directors,

1 officers, managers, representatives, principals, agents, employees, attorneys, insurers, accountants,
2 partners, executors, trustees, administrators, predecessors, successors, and assigns (“Defendant
3 Entities”), each entity from which Defendants purchase the Covered Products including but not
4 limited to upstream suppliers, distributors, wholesalers and any other upstream entity in the
5 distribution chain (“Upstream Entities”), and each entity to whom Defendants directly or indirectly
6 distribute, ship, or sell the Covered Products, including but not limited to downstream distributors,
7 wholesalers, customers, retailers (including but not limited to Defendants), and marketplaces
8 franchisees, franchisors, cooperative members, suppliers, licensees, and licensors, and all of the
9 foregoing entities’ owners, directors, officers, agents, principals, employees, attorneys, insurers,
10 accountants, representatives, predecessors, successors, and assigns (“Downstream Entities”)
11 (collectively with “Defendant Entities” and “Upstream Entities” referred to as the “Releasees”)
12 from all claims for violations of Proposition 65 up through the Compliance Date based on exposure
13 to lead from Covered Products. Compliance with the terms of this Consent Judgment constitutes
14 compliance with Proposition 65 with respect to exposures to lead from Covered Products as set
15 forth in the Notice(s). Any third-party websites authorized by Defendants to sell Covered Products
16 that fail to provide the warning after being instructed by Defendants to do so, as well as any third-
17 party website that is not authorized by Defendants to resell Covered Products, are not released from
18 liability except that Defendants are not responsible under this Consent Judgment or Proposition 65
19 for Covered Products sold on third-party websites not authorized by Defendants for resale.

20 **4.2 EHA’s Individual Release of Claims**

21 EHA, in its individual capacity, also provides a release to Defendants and/or
22 Releasees, which shall be a full and final accord and satisfaction of, as well as a bar to, all actions,
23 causes of action, obligations, costs, expenses, attorneys’ fees, damages, losses, claims, liabilities,
24 and demands of every nature, character, and kind, whether known or unknown, suspected or
25 unsuspected, arising out of alleged or actual exposures to lead in Covered Products manufactured,
26 imported, sold, or distributed by Defendants before the Effective Date.

27 **4.3 Defendants’ Release of EHA**

28 Defendants, on their own behalf as well as their past and current agents, representatives,

1 attorneys, successors, and assignees, hereby waive any and all claims against EHA and its attorneys
2 and other representatives, for any and all actions taken or statements made by EHA and its attorneys
3 and other representatives, whether in the course of investigating claims, otherwise seeking to
4 enforce Proposition 65 against them, in this matter or with respect to the Covered Products.

5 **4.4 California Civil Code § 1542**

6 It is possible that other claims not known to the Parties arising out of the facts alleged in the
7 Notice and relating to the Products will develop or be discovered. EHA on behalf of itself only, on
8 one hand, and Defendants, on the other hand, acknowledge that this Agreement is expressly
9 intended to cover and include all such claims up through the Compliance Date, including all rights
10 of action therefor. The Parties acknowledge that the claims released in this Section 4 may include
11 unknown claims, and nevertheless waive California Civil Code § 1542 as to any such unknown
12 claims. California Civil Code § 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 HER OR HER FAVOR AT THE TIME OF EXECUTING THE
16 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
17 MATERIALLY AFFECTED HER OR HER SETTLEMENT WITH THE
18 DEBTOR OR RELEASED PARTY.

19 EHA and Defendants each acknowledge and understand the significance and consequences of this
20 specific waiver of California Civil Code § 1542.

21 **5. COURT APPROVAL**

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

25 **6. SEVERABILITY**

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

7. GOVERNING LAW

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

1 rendered inapplicable for other reasons, including but not limited to changes in the law; or in the
2 event the California Office of Health Hazard Assessment adopts a regulation or safe use
3 determination, or issues an interpretive guideline that exempts Covered Products from meeting the
4 requirements of Proposition 65; or if lead cases are permanently enjoined by a court of competent
5 jurisdiction; or if Proposition 65 is determined to be preempted by federal law or a burden on First
6 Amendment rights with respect to lead in Covered Products or Covered Products substantially
7 similar to Covered Products, then Defendants may seek relief, including invalidation or potential
8 modification, from the injunctive obligations imposed by this Consent Judgment to the extent any
9 Covered Products are so affected by modifying the agreement via the mechanisms set forth in
10 Section 12.

11 **8. ENFORCEMENT**

12 In any action to enforce the terms of this Consent Judgment, the prevailing party shall be
13 entitled to its reasonable attorneys' fees and costs.

14 **8.1 Meet and Confer Notice**

15 After the Compliance Date, EHA may issue Defendants a Meet and Confer Notice, in
16 compliance with Section 8.2, alleging that Defendants manufactured or sold Covered Products in
17 violation of Section 2.1.

18 **8.2 Content of Meet and Confer Notice.**

19 A Meet and Confer Notice alleging that Defendants manufactured or sold Covered Products
20 in violation of Section 2.1 must include, at a minimum:

- 21 (i) the date the Covered Product(s) was purchased;
- 22 (ii) a copy of EHA's receipt of purchase for the Covered Product;
- 23 (iii) photos of the Covered Product(s), including but not limited to, photos showing
24 the production date code and best-by date;
- 25 (iv) EHA's test report on the Covered Product sample(s).

26 **8.3 Defendants' Sampling**

27 Upon receipt of a Meet and Confer Notice from EHA that alleges a violation of Section 2.1,
28 Defendants shall have forty-five (45) days to collect and sample a minimum of three samples of the

1 Covered Product. Samples collected by Defendants must have production date codes or best-by
2 dates dated within one hundred eighty (180) days of the corresponding production date code or
3 best-by date of the sample identified in EHA's Meet and Confer Notice. Defendants shall provide
4 EHA with all test data for these samples.

5 **8.4 Assessment of Lead Levels**

6 The determination of compliance with Section 2.1 will be established by averaging
7 Defendants' three or more test results. If the average lead concentration of these samples is below
8 32.5 PPB, then Defendants shall be deemed in compliance with Section 2 of this Consent Judgment.

9 **9. NOTICE**

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

14 **If to Defendants:**

15 Trenton H. Norris
16 Hogan Lovells US, LLP
17 4 Embarcadero Center, Suite 3500
18 San Francisco, CA 94111
19 trent.norris@hoganlovells.com
20 *Attorneys for Torn & Glasser*

14 **If to EHA:**

15 Noam Glick
16 Entorno Law, LLP
17 225 Broadway, Suite 2100
18 San Diego, CA 92101
19 noam@entornolaw.com

18 Dawn Sestito
19 O'Melveny & Myers LLP
20 1900 S. Hope Street, Suite 1900
21 Los Angeles, CA 90071
22 dsestito@omm.com
23 *Attorneys for Trader Joe's Company*

22 Any Party may, from time to time, specify in writing to the other, a change of address to
23 which notices and other communications shall be sent.

24 **10. COUNTERPARTS; DIGITAL SIGNATURES**

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

1 **11. POST EXECUTION ACTIVITIES**

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

11 **12. MODIFICATION**

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

15 **13. AUTHORIZATION**

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

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

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


23 **15. ENTIRE AGREEMENT**

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

1 or to bind any Party.

2 **AGREED TO:**

3 Date: 1/30/26

4
5 By: 
6 ENVIRONMENTAL HEALTH
7 ADVOCATES, INC.

AGREED TO:

3 Date: 1/29/26

4
5 By: 
6 TRADER JOE'S COMPANY

7
8 Date: _____
9 _____

10 By: _____
11 TORN & GLASSER, INC.

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1 or to bind any Party.

2 **AGREED TO:**

AGREED TO:

3 Date: _____

Date: _____

4
5 By: _____
6 ENVIRONMENTAL HEALTH
7 ADVOCATES, INC.

By: _____
TRADER JOE'S COMPANY

8 Date: 1/20/2026

9
10 By: *Meg Glasser*
11 TORN & GLASSER, INC.

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