Evan J. Smith, Esquire (SBN 242352)
Ryan P. Cardona, Esquire (SBN 302113)
BRODSKY SMITH
9465 Wilshire Blvd., Ste. 300
Beverly Hills, CA 90212
Telephone: (877) 534-2590
Facsimile: (310) 247-0160

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

EMA BELL,

Plaintiff,

vs.

MONDELEZ GLOBAL LLC,

Defendant.

Case No.: CGC-26-638763

[PROPOSED] CONSENT JUDGMENT

Judge: Christine Van Aken
Dept.: 301
Hearing Date: October 29, 2026
Hearing Time: 9:00 AM
Complaint Filed: July 8, 2026

1. INTRODUCTION

1.1 **The Parties.** This Consent Judgment is entered into by and between Ema Bell acting on behalf of the public interest (hereinafter "Bell") and Mondelēz Global, LLC ("Mondelēz" or "Defendant") with Bell and Defendant collectively referred to as the "Parties" and each of them as a "Party." Bell is an individual residing in California that seeks to promote awareness of exposures to toxic chemicals and improve human health by reducing or eliminating hazardous substances contained in consumer products. Mondelēz is alleged to be a person in the course of doing business for purposes of Proposition 65, Cal. Health & Safety Code §§ 25249.6 et seq.

1.2 **Allegations and Representations.** Bell alleges that Defendant has exposed individuals to lead from its sales of bars with peanut butter or peanut components distributed for sale, offered for sale, and/or sold by Defendant and its subsidiaries in California, without providing a clear and reasonable warning pursuant to Proposition 65. Lead is listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.

1.3 **Notice of Violation/Action.** On July 9, 2025, Bell served Mondelēz and various public enforcement agencies with documents entitled "60-Day Notice of Violation" pursuant to Health & Safety Code §25249.7(d) (the "Notice"), alleging that Defendant violated Proposition 65 for failing to warn consumers and customers that use of bars with peanut butter or peanut components distributed for sale, offered for sale, and/or sold by defendant Mondelēz Global, LLC ("Mondelēz" or "Defendant") and its subsidiaries in California, exposes consumers in California to lead. No public enforcer has brought and is diligently prosecuting the claims alleged in the Notice. On July 8, 2026, Bell filed a complaint (the "Complaint"). On August 26, 2026, Bell filed a first amended complaint (the "First Amended Complaint")[1].

1.4 For purposes of this Consent Judgment only, the Parties stipulate that this Court has jurisdiction over Defendant as to the allegations contained in the Action filed in this matter, that

[1] The Complaint and First Amended Complaint are collectively referred to herein as, the "Action."

venue is proper in the County of San Francisco, and that this Court has jurisdiction to approve, enter, and oversee the enforcement of this Consent Judgment as a full and final binding resolution of all claims which were or could have been raised in the Action based on the facts alleged therein and in the Notice.

1.5 Defendant denies the material allegations contained in Bell's Notice and Action and maintains that it has not violated Proposition 65. Nothing in this Consent Judgment shall be construed as an admission by Defendant of any fact, finding, issue of law, or violation of law; nor shall compliance with this Consent Judgment constitute or be construed as an admission by Defendant of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Defendant. However, this section shall not diminish or otherwise affect the obligations, responsibilities, and duties of Defendant under this Consent Judgment.

2. DEFINITIONS

2.1 **Covered Products.** The term "Covered Products" means bars with peanut butter or peanut components distributed for sale, offered for sale, and/or sold by Defendant and its subsidiaries in California.

2.2 **Effective Date.** The term "Effective Date" means the date this Consent Judgment is entered as a Judgment of the Court.

3. INJUNCTIVE RELIEF: REFORMULATION AND/OR WARNINGS

3.1 Reformulation of Covered Products. Commencing no later than ninety (90) days after the Effective Date, and continuing thereafter, Covered Products that Mondelēz directly manufactures, imports, distributes, sells, or offers for sale in California shall either be: (a) Reformulated Products pursuant to § 3.2, below; or (b) labeled with a clear and reasonable warning pursuant to §§ 3.3 - 3.4, below. For purposes of this Consent Judgment, a "Reformulated Product" is a Covered Product that is in compliance with the standard set forth in § 3.2, below. The warning requirement set forth in §§ 3.3 - 3.4 shall not apply to any Reformulated Product.

3.2 Reformulation Standard. "Reformulated Products" shall mean Covered Products that expose a person to an exposure level of less than 0.5 micrograms of lead per day. For the

purpose of this Consent Judgment, the amount of lead a person is exposed to from a Covered Product shall be calculated using the following formula: micrograms of lead per gram of Covered Product, multiplied by grams of Covered Product per serving, which equates to micrograms of lead exposure per day. If the Covered Product label contains no recommended daily servings, then the number of recommended daily servings shall be one (1).

3.3 Clear and Reasonable Warning. Commencing no later than 90 days after the Effective Date, and continuing thereafter, a clear and reasonable warning as set forth in this §§ 3.3 and 3.4 must be provided for all Covered Products that Mondelēz manufactures, imports, distributes, sells, or offers for sale in California that is not a Reformulated Product. There shall be no obligation for Mondelēz to provide a warning for Reformulated Products, or for Covered Products that entered the stream of commerce within 90 days after the Effective Date. The warning shall consist of either the **Warning** or **Alternative Warning** described in §§ 3.3(a) or (b), respectively:

(a) **Warning**. The "Warning" shall consist of the statement:

> **WARNING**: Consuming this product can expose you to chemicals including 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.

(b) **Alternative Warning**: Mondelēz may, but is not required to, use the alternative short-form warning as set forth in this § 3.3(b) ("**Alternative Warning**") as follows:

WARNING: Risk of cancer and reproductive harm from exposure to lead. See www.P65Warnings.ca.gov/food.

or

WARNING: Can expose you to lead, a carcinogen and reproductive toxicant. See www.P65Warnings.ca.gov/food.

3.4 A **Warning** or **Alternative Warning** provided pursuant to § 3.3 must print the word "**WARNING:**" in all capital letters and in bold font, followed by a colon. The terms "**CA WARNING**" or "**CALIFORNIA WARNING**" are acceptable alternatives to the term "**WARNING**." The **Warning** or **Alternative Warning** shall be affixed to or printed on the

Covered Products' packaging or labeling, or on a placard, shelf tag, sign or electronic device or automatic process only if such electronic device or automatic process provides the **Warning** or **Alternative Warning** without the purchaser having to seek it out, provided that the **Warning** or **Alternative Warning** is 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 under customary conditions of purchase or use. A **Warning** or **Alternative Warning** provided via an electronic device or automatic process does not apply to internet purchases, which are subject to the provisions of Section 25602(b). The **Warning** or **Alternative Warning** may be contained in the same section of the packaging, labeling, or instruction booklet that states other safety warnings, if any, concerning the use of the Covered Product and shall be at least the same size as those other safety warnings. Where the **Warning** or **Alternative Warning** is provided on the Covered Products' label, it must be set off from other surrounding information, and Mondelēz shall enclose the **Warning** or **Alternative** Warning in a black box and comply with the content requirements specified in Section 25607.2. If "consumer information," as that term is defined in Title 27, California Code of Regulations, Section 25600.1(c) as it may be amended from time to time, is provided in a foreign language, Mondelēz shall provide the **Warning** or **Alternative Warning** in the foreign language in accordance with applicable warning regulations adopted by the State of California's Office of Environmental Health Hazard Assessment ("OEHHA").

In addition to affixing the **Warning** or **Alternative Warning** to the Covered Product's packaging or labeling, the **Warning** or **Alternative Warning** shall be posted on websites where Mondelēz offers Covered Products for sale to consumers in California. The requirements of this Section shall be satisfied if the **Warning** or **Alternative Warning**, or a clearly marked hyperlink using the word "**WARNING**," appears on the Covered Products' display page, or by otherwise prominently displaying the warning to the purchaser prior to completing the purchase. To comply with this Section, Mondelēz shall (a) post the **Warning** or **Alternative Warning** on its own website and, if it has the ability to do so, on the websites of its third-party internet sellers; and (b) if it does not have the ability to post the **Warning** or **Alternative Warning** on the websites of its third-party

internet sellers, provide such sellers with written notice in accordance with Title 27, California Code of Regulations, Section 25600.2. Third-party internet sellers of the Product that have been provided with written notice in accordance with Title 27, California Code of Regulations, Section 25600.2 are not released in Section 5 of this Consent Judgmentif they fail to meet the warning requirements of this Section.

3.5 Compliance with Warning Regulations. The Parties agree that Mondelēz shall be deemed to be in compliance with this Consent Judgmentby either adhering to § 3 of this Consent Judgmentor by complying with warning regulations adopted by the State of California's OEHHA applicable to the Covered Products and the exposure at issue.

3.6 So long as Mondelēz can demonstrate that Covered Products entered the stream of commerce no later than 90 days after the Effective Date, such Covered Products are not bound by the injunctive terms set forth in this Section. Instead, these Covered Products may be sold "as is" to California consumers and are released by Section 5 of this Consent Judgment.

4. MONETARY TERMS

4.1 **Civil Penalty.** Mondelēz shall pay $4,000.00 as a Civil Penalty pursuant to Health and Safety Code section 25249.7(b), to be apportioned in accordance with California Health & Safety Code § 25192, with 75% of these funds remitted to OEHHA and the remaining 25% of the Civil Penalty remitted to Bell, as provided by California Health & Safety Code § 25249.12(d).

4.1.1 Payment by Mondelēz for the Civil Penalty and Bell's counsel's attorney's fees is conditioned on (i) a conformed copy of the signed Consent Judgment being available for download on the Court's docket or issued by the Court's clerk, (ii) Mondelēz's receipt of wire instructions for payment of the Civil Penalty on Bell's counsel's letterhead, (iii) Mondelēz's receipt of Bell's counsel's signed W9 for the current tax year. Within a) forty five (45) days of the later of December 1, 2026 or the satisfaction of conditions (i) - (iii) set forth in this section, or b) thirty (30) days of the satisfaction of conditions (i) - (iii) set forth in this section, if such conditions are satisfied on or before October 31, 2026,Mondelēz shall initiate a wire transfer to Bell's counsel that comprises the Civil Penalty payment and payment of Bell's counsel's

attorney's fees, as detailed in Section 4.2, from which Bell's counsel will distribute the $3,000.00 to OEHHA and $1,000 to Bell. Payment pursuant to this Section shall be delivered to the following payment address:

Evan J. Smith, Esquire
Brodsky Smith
Two Bala Plaza, Suite 805
Bala Cynwyd, PA 19004

Payment owed to OEHHA (EIN: 68-0284486) pursuant to this Section shall be delivered by Bell's counsel to OEHHA (Memo Line "Prop 65 Penalties") at one of the following address(es):

For United States Postal Service Delivery:

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

For Non-United States Postal Service Delivery:

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

4.2 **Attorneys' Fees.** Of the payment described in Section 4.1.1, $39,000.00 shall be owed to Brodsky Smith as complete reimbursement for Bell's attorneys' fees and costs incurred as a result of investigating, bringing this matter to the attention of Mondelēz, litigating and negotiating and obtaining judicial approval of a settlement in the public interest, pursuant to Code of Civil Procedure § 1021.5.

5. RELEASE OF ALL CLAIMS

5.1 This Consent Judgment is a full, final, and binding resolution between Bell acting on her own behalf, and on behalf of the public interest, and Mondelēz, and its past and present parents, including Mondelēz International, Inc., shareholders, members, directors, officers, managers, employees, representatives, agents, attorneys, insurers, divisions, subdivisions, subsidiaries, including but not limited to Perfect Bar, LLC, partners, sister companies, and

affiliates, and their predecessors, successors and assigns ("Defendant Releasees"), and all entities to whom they directly or indirectly distribute or sell Covered Products, including but not limited to manufacturers, suppliers, distributors, wholesalers, customers, licensors, licensees retailers, including but not limited to Mondelēz, and its past and present parents, subsidiaries, shareholders, members, directors, officers, managers, employees, representatives, agents, attorneys, insurers, divisions, subdivisions, partners, sister companies, affiliates, franchisees, distributors, customers, and cooperative members ("Downstream Releasees"), of all claims for violations of Proposition 65 based on exposure to lead from use of the Covered Products manufactured, distributed, or sold by Mondelēz no later than 90 days after the Effective Date, as set forth in the Notice. It is the Parties' intention that this Consent Judgment shall have preclusive effect such that no other actions by private enforcers, whether purporting to act in his, her, or its interests or the public interest shall be permitted to pursue and take any action with respect to any violation of Proposition 65 based on exposure to lead from use of the Covered Products that was alleged in the Complaint, or that could have been brought pursuant to the Notice against Mondelēz, Defendant Releasees, and the Downstream Releasees ("Proposition 65 Claims"). Mondelēz's compliance with the terms of this Consent Judgment constitutes compliance with Proposition 65 by Mondelēz with regard to exposure to lead from use of the Covered Products.

5.2 In addition to the foregoing, Bell, on behalf of herself, her past and current agents, representatives, attorneys, and successors and assignees, and *not* in her representative capacity, hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action and releases Mondelēz, Defendant Releasees, and Downstream Releasees from any and all manner of actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent, now or in the future, with respect to any alleged violations of Proposition 65 related to or arising from Covered Products manufactured, distributed, or sold by Mondelēz, Defendant Releasees or Downstream Releasees. With respect to the foregoing waivers and releases in this Section 5 of this Consent Judgment, Bell

hereby specifically waives any and all rights and benefits which she now has, or in the future may have, conferred by virtue of the provisions of § 1542 of the California Civil Code, which provides as follows:

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

5.3 Mondelēz waives any and all claims against Bell, her attorneys and other representatives, for any and all actions taken, or statements made (or those that could have been taken or made) by Bell and her attorneys and other representatives, whether in the course of investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter, and with respect to Covered Products.

6. INTEGRATION

6.1 This Consent Judgment contains the sole and entire agreement of the Parties and any and all prior negotiations and understandings related hereto shall be deemed to have been merged within it. No representations or terms of agreement other than those contained herein exist or have been made by any Party with respect to the other Party or the subject matter hereof.

7. GOVERNING LAW

7.1 The terms of this Consent Judgment shall be governed by the laws of the State of California and apply within the State of California.

8. NOTICES

8.1 Unless specified herein, all correspondence and notices required to be provided pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (i) e-mail; and (ii) either (a) first-class, (registered or certified mail) return receipt requested; or (b) overnight courier on any party by the other party at the following addresses:

For Defendant:

Natalie Rainer
nrainer@steptoe.com
Steptoe LLP

One Market Place, Steuart Tower, Ste. 1070
San Francisco, CA 94105

And

For Bell:

Evan Smith
esmith@brodskysmith.com
Brodsky Smith
9465 Wilshire Blvd., Ste. 300
Beverly Hills, CA 90212

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

9. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES

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

10. COUNTERPARTS; FACSIMILE SIGNATURES

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

11. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)/COURT APPROVAL

11.1 Bell agrees to comply with the requirements set forth in California Health & Safety Code § 25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment. Defendant agrees it shall support approval of such Motion.

11.2 This Consent Judgment shall not be effective until it is approved and entered by the Court and shall be null and void if, for any reason, it is not approved by the Court. In such case, the Parties agree to meet and confer on how to proceed and if such agreement is not reached within 30 days, the case shall proceed on its normal course.

11.3 If the Court approves this Consent Judgment and is reversed or vacated by an appellate court, the Parties shall meet and confer as to whether to modify the terms of this Consent Judgment. If the Parties do not jointly agree on a course of action to take, the case shall proceed on its normal course on the trial court's calendar.

12. MODIFICATION

12.1 This Consent Judgment may be modified only by further stipulation of the Parties and the approval of the Court or upon the granting of a motion brought to the Court by either Party.

13. ATTORNEY'S FEES

13.1 A Party who unsuccessfully brings or contests an action arising out of this Consent Judgment shall be required to pay the prevailing party's reasonable attorney's fees and costs.

13.2 Nothing in this Section shall preclude a Party from seeking an award of sanctions pursuant to law.

14. RETENTION OF JURISDICTION

14.1 This Court shall retain jurisdiction of this matter to implement or modify the Consent Judgment.

15. AUTHORIZATION

15.1 The undersigned are authorized to execute this Consent Judgment on behalf of their respective Parties and have read, understood, and agree to all of the terms and conditions of this document and certify that he or she is fully authorized by the Party he or she represents to execute the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as explicitly provided herein each Party is to bear its own fees and costs.

AGREED TO:

Date: _____

By: _____
EMA BELL

AGREED TO:

Date: September 9, 2026

By: DocuSigned by: _____
MONDELEZ GLOBAL, LLC

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

_____
Judge of Superior Court

15. AUTHORIZATION

15.1 The undersigned are authorized to execute this Consent Judgment on behalf of their respective Parties and have read, understood, and agree to all of the terms and conditions of this document and certify that he or she is fully authorized by the Party he or she represents to execute the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as explicitly provided herein each Party is to bear its own fees and costs.

AGREED TO:

Date: 9/11/26

By: EMA BELL

AGREED TO:

Date: _____

By: _____
MONDELĒZ GLOBAL, LLC

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

_____
Judge of Superior Court