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10 Attorneys for Plaintiff
11 CENTER FOR ENVIRONMENTAL HEALTH

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF SAN FRANCISCO

14 CENTER FOR ENVIRONMENTAL
15 HEALTH, a non-profit corporation,

16 Plaintiff,

17 v.

18 DANISH CROWN USA, INC.; and DOES 1
19 through 200, inclusive,

20 Defendants

Case No. CGC-26-637762

**[PROPOSED] CONSENT JUDGMENT AS
TO DANISH CROWN USA, INC.**

Complaint Filed: June 10, 2026

1 **1. INTRODUCTION**

2 1.1 The Parties to this Consent Judgment (the “Consent Judgment”) are Plaintiff Center
3 for Environmental Health (“CEH”), a California non-profit corporation, and Defendant Danish
4 Crown USA, Inc. (“Settling Defendant”). CEH and Settling Defendant (collectively, the “Parties”)
5 enter into this Consent Judgment to settle claims asserted by CEH against Settling Defendant as set
6 forth in the operative complaint (“Complaint”) in the above-captioned matter. This Consent
7 Judgment covers canned processed pork products, that are (a) either manufactured, or distributed, or
8 sold, and/or offered for sale, or some combination of the foregoing, by Settling Defendant, and (b)
9 those products listed on Exhibit A and, (c) in the case of both (a) and (b), that are sold or offered for
10 sale in California (the “Covered Products”). Solely for purposes of enforcement of this Consent
11 Judgment, Settling Defendant asserts that it has the authority to comply with the injunctive terms set
12 forth herein for all of the Covered Products listed on Exhibit A.

13 1.2 Settling Defendant is a corporation or other business entity that employs ten or more
14 people and either manufactures, or distributes, or sells, or offers for sale, or some combination of
15 the foregoing, or otherwise assumes responsibility for purposes of this Consent Judgment for,
16 Covered Products that are sold in the State of California.

17 1.3 On July 17, 2025, CEH issued a 60-day Notice of Violation pursuant to Proposition
18 65 to several alleged violators, including Settling Defendant, as well as to the California Attorney
19 General, the District Attorneys of every county in California, the City Attorneys of every California
20 city with a population greater than 750,000, alleging that Settling Defendant violated Proposition 65
21 by exposing persons to Bisphenol A (“BPA”) in canned processed pork products, without first
22 providing a clear and reasonable Proposition 65 warning. CEH served subsequent notices on
23 September 17, 2025 and September 25, 2025 on entities with contractual relationships with Settling
24 Defendant alleging that additional Covered Products as listed on Exhibit A or either manufactured,
25 or distributed, or sold and/or offered for sale, or some combination of the foregoing, in California
26 by such entities exposed individuals to BPA without first providing them with a clear and
27 reasonable Proposition 65 warning. Settling Defendant denies CEH’s allegations of violations of
28 Proposition 65.

1 1.4 On June 10, 2026, CEH filed the Complaint in the above-captioned matter against
2 Settling Defendant (the “Action”).

3 1.5 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
4 jurisdiction over the allegations of violations contained in the Complaint and personal jurisdiction
5 over Settling Defendant as to the acts alleged in the Complaint, that venue is proper in the County
6 of San Francisco, and that this Court has jurisdiction to enter and enforce this Consent Judgment as
7 a full and final resolution of all claims which were or could have been raised in the Complaint based
8 on the facts alleged therein with respect to Covered Products.

9 1.6 Nothing in this Consent Judgment is or shall be construed as an admission against
10 interest by either Party of any fact, conclusion of law, issue of law or violation of law, nor shall
11 compliance with the Consent Judgment constitute or be construed as an admission against interest
12 by either Party of any fact, conclusion of law, issue of law or violation of law. Nothing in this
13 Consent Judgment prejudices, waives or impairs any right, remedy, argument or defense the Parties
14 may have in any other pending or future legal proceedings. This Consent Judgment is the product
15 of negotiation and compromise and is accepted by the Parties solely for purposes of settling,
16 compromising and resolving issues disputed in this Action.

17 **2. DEFINITIONS**

18 2.1 “Covered Products” means canned processed pork products that are either
19 manufactured, or distributed, or sold or offered for sale, or some combination of the foregoing, by
20 Settling Defendant, those that are listed on Exhibit A and, in both cases, that are sold or offered for
21 sale in California.

22 2.2 “Effective Date” means the date on which this Consent Judgment is entered by the
23 Court and CEH serves notice of entry on Settling Defendant.

24 2.3 “Bisphenol Free” shall mean a detection of BPA, Bisphenol S, Bisphenol AF
25 (BPAF), 4,4'-Isobutylethylidenediphenol, Phenolphthalein, and Tetrabromobisphenol-A (TBBPA)
26 below the level of detection (“LOD”) when tested for total content per type of Bisphenol at a
27 detection limit of not more than 1 part per billion (“ppb”) of Bisphenol in question by weight.
28 Compliance with the Bisphenol Free standard shall be determined by use of a test performed by an

1 accredited laboratory using LC-MS/MS (Liquid Chromatograph-Mass Spectrometry) or any other
2 testing method that is valid and accurate for these purposes, and any other testing method agreed to
3 by the Parties.

4 **3. INJUNCTIVE RELIEF**

5 3.1 **Reformulation of Covered Products.** Within six (6) months following the
6 Effective Date (the “Reformulation Date”), and subject to Section 3.3 below, Settling Defendant
7 shall not manufacture, or distribute, or license, or sell, or offer for sale any Covered Products that
8 are manufactured after the Reformulation Date, and for which it is responsible under this Consent
9 Judgment, in California that are not Bisphenol Free.

10 3.2 **Specification to Suppliers.** Within six (6) months of the Effective Date Settling
11 Defendant shall issue specifications to its suppliers of Covered Products requiring that Covered
12 Products must be Bisphenol Free after the Reformulation Date.

13 3.3 **Sell-Through for Existing Inventory.** The reformulation requirements of
14 Section 3 shall not apply to Covered Products listed on Exhibit A or that Settling Defendant either
15 itself manufactured, or distributed, or sold, or offered for sale, or packaged or purchased prior to
16 the Reformulation Date, including but not limited to Covered Products in distribution centers,
17 inventory, or at retail locations, which Covered Products may be sold in California by any person at
18 any time.

19 **4. ENFORCEMENT**

20 4.1 Plaintiff may, by motion or application for an order to show cause before the
21 Superior Court of San Francisco County, enforce the terms and conditions contained in this Consent
22 Judgment. Prior to bringing any motion or application to enforce the requirements of Section 3
23 above, Plaintiff shall provide Settling Defendant with a Notice of Violation and a copy of any test
24 results which purportedly support the Notice of Violation. The Parties shall then meet and confer in
25 good faith regarding the basis for the anticipated motion or application in an attempt to resolve it
26 informally, including providing Settling Defendant with a reasonable opportunity of at least thirty
27 (30) days to cure any alleged violation. Should such attempts at informal resolution fail, Plaintiff
28 may file an enforcement motion or application. To the extent that Settling Defendant can

1 demonstrate that the Covered Product subject to the Notice of Violation is not required to meet the
2 standards of Section 3, the sale of such Covered Product in California will not constitute a violation
3 of the terms of this Consent Judgment. This Consent Judgment does not apply to Covered Products
4 that are not sold to California consumers.

5 4.2 In the event that a violation established pursuant to Section 4.1 above is the
6 result of Settling Defendant's good faith reliance on a supplier certification, Settling Defendant
7 shall work with its supplier to cure such violation and report to CEH regarding such cure. While
8 CEH may, in accordance with Section 4.1 above, pursue an enforcement motion or application
9 regarding a violation under this section, its remedies are limited to injunctive relief and attorneys'
10 fees and costs to the extent the violation results from the first Notice of Violation to Settling
11 Defendant related to Covered Products supplied by the particular supplier that provided the supplier
12 specification to Settling Defendant.

13 **5. PAYMENTS**

14 5.1 **Total Settlement Payment.** Within thirty (30) calendar of the Effective Date,
15 Settling Defendant shall pay the total settlement amount of \$99,500 and no cents as a settlement
16 payment as further set forth in this Section. CEH shall cooperate with Settling Defendant in
17 providing Forms W-9 promptly upon request and promptly shall provide wiring instructions to
18 counsel for Settling Defendant so that wire payments can be made in lieu of checks.

19 5.1.1 A civil penalty in the amount of \$10,360 pursuant to Health & Safety
20 Code § 25249.7(b). The civil penalty shall be apportioned in accordance with Health & Safety
21 Code §25249.12 (25% to CEH and 75% to the State of California's Office of Environmental Health
22 Hazard Assessment ("OEHHA")). Accordingly, the OEHHA portion of the civil penalty payment
23 of \$7,770 shall be made payable to OEHHA and associated with taxpayer identification number 68-
24 0284486. This payment shall be delivered as follows:

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26 For United States Postal Service Delivery:
27 Attn: Mike Gyurics
28 Deputy Director for Administrative Services
 Office of Environmental Health Hazard Assessment
 P.O. Box 4010, MS #19B
 Sacramento, CA 95812-4010

1 For Non-United States Postal Service Delivery:
2 Attn: Mike Gyurics
3 Deputy Director for Administrative Services
4 Office of Environmental Health Hazard Assessment
5 1001 I Street, MS #19B
6 Sacramento, CA 95814

7 The CEH portion of the civil penalty payment for \$2,590 shall be made payable to the Center for
8 Environmental Health and associated with taxpayer identification number 94-3251981. This payment
9 shall be delivered to Lexington Law Group, LLP, 503 Divisadero Street, San Francisco, CA 94117.

10 5.1.2 An Additional Settlement Payment (“ASP”) in the amount of \$7,770
11 to CEH in lieu of civil penalty pursuant to Health & Safety Code § 25249.7(b), and California Code
12 of Regulations, Title 11, § 3204. CEH will use such funds to continue its work educating and
13 protecting people from exposures to toxic chemicals, including BPA, in food, textiles, and other
14 products. CEH may also use a portion of such funds to monitor compliance with this Consent
15 Judgment and to purchase and test Settling Defendant’s products to confirm compliance. CEH shall
16 obtain and maintain adequate records to document that ASPs are spent on these activities and CEH
17 agrees to provide such documentation to the Attorney General within thirty days of any request
18 from the Attorney General. The payment pursuant to this Section shall be made payable to the
19 Center for Environmental Health and associated with taxpayer identification number 94-3251981.
20 This payment shall be delivered to Lexington Law Group, LLP, 503 Divisadero Street, San
21 Francisco, CA 94117.

22 5.1.3 Settling Defendant shall pay \$81,370 as a reimbursement of a portion
23 of Plaintiff’s reasonable attorneys’ fees and costs. The attorneys’ fees and cost reimbursement shall
24 be made in two separate checks as follows: (a) \$68,930 payable to the Lexington Law Group, LLP
25 and (b) \$ 12,440 payable to the Center for Environmental Health and associated with taxpayer
26 identification number 94-3251981. Both of these payments shall be delivered to Lexington Law
27 Group, LLP 503 Divisadero Street, San Francisco, CA 94117.

28 5.1.4 To summarize, Settling Defendant shall send checks (or wire funds,
as applicable) made out to the payees and in the amounts set forth below:

Payee	Type	Amount	Deliver To
OEHHA	Penalty	\$7,770	OEHHA per Section 5.2.1
Center For Environmental Health	Penalty	\$2,590	LLG
Center For Environmental Health	ASP	\$7,770	LLG
Lexington Law Group, LLP	Fee and Cost	\$68,930	LLG
Center For Environmental Health	Fee and Cost	\$12,440	LLG

6. MODIFICATION AND DISPUTE RESOLUTION

6.1 **Procedure for Modification.** This Consent Judgment may be modified from time to time by (1) express written agreement of the Parties and approval by the Court or (2) by motion or application to the Court. Any modification to the Consent Judgment requires the approval of the Court and prior notice to the Attorney General's Office. As applicable, any Party seeking to modify this Consent Judgment must notify the other Party in writing, and the Parties shall thereafter attempt in good faith to meet and confer with the other Party prior to filing a motion to modify the Consent Judgment. If the Parties are unable to resolve a dispute over a modification informally within sixty (60) days after the date of the written notification, the Party that issued the written notification to seek the modification may bring a motion or proceeding to seek judicial relief as to the requested modification.

7. CLAIMS COVERED AND RELEASES

7.1 Provided that Settling Defendant complies in full with its obligations under Section 5, this Consent Judgment is a full, final and binding resolution between CEH on behalf of itself and the public interest and Settling Defendant and Settling Defendant's parents, subsidiaries, affiliated entities that are under common ownership, directors, officers, members, employees, agents, shareholders, predecessors, successors, assigns, and attorneys ("Defendant Releasees"), and all entities from which Settling Defendant directly or indirectly sources the Covered Products, or components or contents thereof, and for which Settling Defendant directly or indirectly manufactures, supplies, distributes, private labels, or sells or offers for sale Covered Products, including but not

1 limited to distributors, wholesalers, customers, retailers, franchisees, licensors and licensees and
2 contracting parties and trademark and brand owners for the Covered Products (“Additional Defendant
3 Releasees”), of any violation of Proposition 65 based on failure to warn about alleged exposures to
4 BPA in Covered Products listed in Exhibit A or that were either manufactured, or sold, or distributed
5 or offered for sale, or some combination of the foregoing, by Settling Defendant prior to the Effective
6 Date.

7 7.2 Provided that Settling Defendant complies in full with its obligations under Section
8 5, CEH, for itself, its agents, successors and assigns, releases, waives, and forever discharges any
9 and all claims against Settling Defendant, Defendant Releasees, and Additional Defendant
10 Releasees from any violation of Proposition 65 or any other statutory or common law claims that
11 have been or could have been asserted by CEH regarding a violation of Proposition 65 and/or the
12 failure to warn about alleged exposures to BPA in Covered Products listed in Exhibit A or that were
13 either manufactured, or sold, or distributed or offered for sale, or some combination of the
14 foregoing, by Settling Defendant prior to the Effective Date.

15 7.3 Compliance with the terms of this Consent Judgment by Settling Defendant shall
16 constitute compliance with Proposition 65 by Settling Defendant, the Defendant Releasees and
17 Additional Defendant Releasees with respect to any alleged failure to warn about alleged exposures
18 to BPA in Covered Products that are listed on Exhibit A, or that will be either manufactured, or
19 distributed or sold or offered for sale, or packaged or purchased, or some combination of the
20 foregoing, by Settling Defendant after the Effective Date, or that were either manufactured, or sold,
21 or distributed, or packaged or purchased, or offered for sale, or some combination of the foregoing,
22 by Settling Defendant prior to the Reformulation Date. For the avoidance of doubt, Settling
23 Defendant bargained for and it is a material term of this Consent Judgment such Covered Products
24 are subject to all of the releases of claims in Sections 7.1 and 7.2, and the terms of this Section 7.3,
25 even if such Covered Products are sold in California after the Reformulation Date by any person.

26 **8. PROVISION OF NOTICE**

27 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the notice
28 shall be sent by first class and electronic mail to:

Mark N. Todzo
Meredyth Merrow
Lexington Law Group, LLP
503 Divisadero Street
San Francisco, CA 94117
mtodzo@lexlawgroup.com
mmerrow@lexlawgroup.com

8.2 When Settling Defendant is entitled to receive any notice under this Consent Judgment, the notice shall be sent by first class and electronic mail to:

Judith Praitis
Faegre Drinker Biddle & Reath LLP
1800 Century Park East, Suite 1500
Los Angeles, CA 90067 USA
Judith.praitis@faegredrinker.com

8.3 Any Party may modify the person and/or address to whom the notice is to be sent by sending the other Party notice by first class and electronic mail.

9. COURT APPROVAL

9.1 CEH shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant shall not oppose approval of such Motion. This Section 9.1 shall become effective upon the date signed by CEH and Settling Defendant, whichever is later.

9.2 If this Consent Judgment is not entered by the Court, it shall be of no further force or effect and shall not be introduced into evidence or otherwise used in any proceeding for any purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

10. GOVERNING LAW AND CONSTRUCTION

10.1 The terms of this Consent Judgment shall be governed by the laws of the State of California.

11. ATTORNEYS' FEES

11.1 Should CEH prevail on any motion, application for an order to show cause or other proceeding to enforce a violation of this Consent Judgment, CEH shall be entitled to its reasonable attorneys' fees and costs incurred as a result of such motion or application. Should Settling Defendant prevail on any motion application for an order to show cause or other proceeding, the Settling Defendant may be awarded its reasonable attorneys' fees and costs as a result of such

1 motion or application upon a finding by the court that CEH's prosecution of the motion or
2 application lacked substantial justification. For purposes of this Consent Judgment, the term
3 substantial justification shall carry the same meaning as used in the Civil Discovery Act of 1986,
4 Code of Civil Procedure §§ 2016, et seq.

5 11.2 Except as otherwise provided in this Consent Judgment, each Party shall bear its own
6 attorneys' fees and costs.

7 11.3 Nothing in this Section 11 shall preclude a Party from seeking an award of sanctions
8 pursuant to law.

9 **12. ENTIRE AGREEMENT**

10 12.1 This Consent Judgment contains the sole and entire agreement and understanding of
11 the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
12 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein and
13 therein. There are no warranties, representations, or other agreements between the Parties except as
14 expressly set forth herein. No representations, oral or otherwise, express or implied, other than
15 those specifically referred to in this Consent Judgment have been made by any Party hereto. No
16 other agreements not specifically contained or referenced herein, oral or otherwise, shall be deemed
17 to exist or to bind any of the Parties hereto. Any agreements specifically contained or referenced
18 herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto only to the
19 extent that they are expressly incorporated herein. No supplementation, modification, waiver, or
20 termination of this Consent Judgment shall be binding unless executed in writing by the Party to be
21 bound thereby. No waiver of any of the provisions of this Consent Judgment shall be deemed or
22 shall constitute a waiver of any of the other provisions hereof whether or not related or equivalent,
23 nor shall such waiver constitute a continuing waiver.

24 **13. SUCCESSORS AND ASSIGNS**

25 13.1 This Consent Judgment shall apply to and be binding upon CEH and Settling
26 Defendant, and their respective divisions, subdivisions and subsidiaries, and the predecessors,
27 successors or assigns of any of them.
28

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

15.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into and execute the Consent Judgment on behalf of the Party represented and legally to bind that Party.

16.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim against any entity other than Settling Defendant on terms that are different from those contained in this Consent Judgment. If CEH were in a future Consent Judgment covering substantially similar products to the Covered Products to offer Reformulation Standard terms for BPA that Settling Defendant deems more favorable than those herein, then Settling Defendant may move the Court to substitute such future Reformulation Standard terms for those herein and CEH shall not oppose such motion absent good cause as CEH shall specify.

Dated: July 20, 2026



Kizzy Charles-Guzman
Chief Executive Officer

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Dated: 07/16, 2026

DANISH CROWN USA, INC.

Martin Sauer
Signature

MARTIN SAUER
Printed Name

President
Title

IT IS SO ORDERED, ADJUDGED, AND DECREED

Dated: _____

Judge of the Superior Court

Exhibit A Covered Product List
CEH v Danish Crown USA, Inc., Case No. CGC-26-637762

	Product Name
1.	Tulip Jamonilla 7 oz
2.	Tulip Jamonilla 12 oz
3.	Tulip Mezcla Sandwich Spread 12 oz
4.	Tulip Pulled Pork 12 oz
5.	DAK Premium Ham 1 lbs
6.	LIDL Luncheon Meat 12 oz
7.	Martin Purefoods Luncheon Meat 12 oz
8.	Tulip Mezcla Sandwich Spread 7 oz
9.	Tulip Pulled Pork 12 oz
10.	Tulip Vienna Sausages 3.7 oz
11.	Tulip Natural Ingredients Jamonilla 10.6 oz
12.	DANISH CROWN Premium Ham 4 lbs
13.	Tulip Cocktail Sausage 8 oz
14.	Tulip Jamonilla reduced sodium 12 oz
15.	Brookdale Luncheon Meat 12 oz
16.	Tulip Mortadella 12 oz
17.	AYAM Pork Luncheon Meat 12 oz
18.	Celebrity Ham 12 oz
19.	Celebrity Luncheon Meat 12 oz
20.	Celebrity Luncheon Loaf 7 oz
21.	Clover Valley Luncheon Meat 12 oz
22.	All Pork Luncheon Meat 12 oz
23.	Sunny Select Luncheon Meat 12 oz
24.	Pampa Luncheon Meat 12 oz
25.	Great Value Luncheon Meat 7 oz
26.	Essential Everyday Luncheon Meat 12 oz
27.	Great Value Mini Sausages 3.7 oz
28.	Iberia Pork Luncheon Meat 12 oz
29.	Iberia Premium Ham 1 lbs