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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF LOS ANGELES

10 APS&EE, LLC, a limited liability company, )  
11 Plaintiff, )  
12 v. )  
13 SARAYA USA, INC. D/B/A LAKANTO, a )  
14 corporation, THE TJX COMPANIES, INC., a )  
15 corporation, and DOES 1 through 100, )  
16 inclusive, )  
17 Defendants. )

CASE NO. 25STCV29098

**[PROPOSED] CONSENT JUDGMENT**

Judge: Hon. Richard S. Kemalyan  
Dept.: 61  
Compl. Filed: October 6, 2025

Unlimited Jurisdiction

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1 **1. RECITALS**

2 **1.1 The Parties**

3 **1.1.1** This Consent Judgment (“Consent Judgment”) is entered into by and  
4 between APS&EE, LLC (“Plaintiff”) and SARAYA USA, INC. D/B/A LAKANTO  
5 (“Defendant”). Plaintiff and Defendant shall hereinafter collectively be referred to as the  
6 “Parties”.

7 **1.1.2** APS&EE is an organization based in California with an interest in  
8 protecting the environment, improving human health and the health of ecosystems, and  
9 supporting environmentally sound practices, which includes promoting awareness of exposure to  
10 toxic chemicals and reducing exposure to hazardous substances found in consumer products.

11 **1.1.3** Plaintiff alleges that Defendant is a person in the course of doing business  
12 as the term is defined in California *Health & Safety Code* section 25249.6 et seq. (“Proposition  
13 65”).

14 **1.2 Allegations**

15 **1.2.1** Plaintiff alleges that Defendant sold Lakanto Chai Latte drink mix,  
16 including but not limited to 8-43076-00296-3 (hereinafter, the “Products”), in the State of  
17 California causing users in California to be exposed to hazardous levels of Lead without  
18 providing “clear and reasonable warnings”, in violation of Proposition 65. Lead is potentially  
19 subject to Proposition 65 warning requirements because it is listed as known to cause cancer and  
20 birth defects or other reproductive harm.

21 **1.2.2** On July 23, 2025, Plaintiff sent a Sixty-Day Notice of Violation (the  
22 “Notice”) to Defendant and The TJX Companies, Inc., as well as the various public enforcement  
23 agencies regarding the alleged violation of Proposition 65 with respect to the Products. On  
24 October 6, 2025, Plaintiff, acting in the public interest, filed the instant action (the “Complaint”)   
25 in the Superior Court for the County of Los Angeles, alleging violations of Proposition 65.

26 **1.3 No Admissions**

27 Defendant denies all allegations in Plaintiff’s Notice and Complaint and maintains that  
28 the Products have been, and are, in compliance with all laws, and that Defendant has not violated

1 Proposition 65. This Consent Judgment shall not be construed as an admission of liability by  
2 Defendant but to the contrary as a compromise of claims that are expressly contested and denied.  
3 However, nothing in this section shall affect the Parties' obligations, duties, and responsibilities  
4 under this Consent Judgment.

#### 5 **1.4 Compromise**

6 The Parties enter into this Consent Judgment in order to resolve the controversy  
7 described above in a manner consistent with prior Proposition 65 settlements and consent  
8 judgments that were entered in the public interest and to avoid prolonged and costly litigation  
9 between them.

#### 10 **1.5 Jurisdiction and Venue**

11 For purposes of this Consent Judgment only, the Parties stipulate that the above-entitled  
12 Court has jurisdiction over Defendant as to the allegations in the Complaint, that venue is proper  
13 in Los Angeles County, and that this Court has jurisdiction to enter and enforce the provisions of  
14 this Consent Judgment pursuant to California Code of Civil Procedure Section 664.6 and  
15 Proposition 65.

#### 16 **1.6 Effective Date**

17 The "Effective Date" shall be the date this Consent Judgment is approved and entered by  
18 the Court.

### 19 **2. INJUNCTIVE RELIEF**

#### 20 **2.1 Reformulation Standard**

21 As of the Effective Date, Defendant shall not sell, distribute, or cause the Products to be  
22 offered for sale in California unless: (a) the Products expose a person to less than 0.5 micrograms  
23 of lead per day based on the recommended Daily Serving as calculated below in Section 2.2, or  
24 (b) the Products are distributed, sold, or offered for sale with a clear and reasonable warning as  
25 described below in Section 2.3.

#### 26 **2.2 Exposure Calculation**

27 **2.2.1** A "Daily Serving" (for purposes of determining Proposition 65  
28 compliance for chemicals present in the Products) shall be defined by the serving size set forth

1 on the label of the Products under "Nutrition Facts", "Supplement Facts", or equivalent. If the  
2 label, package, or Product display page on the internet<sup>1</sup> do not recommend a number of daily  
3 servings, then the number of daily servings shall be one.

4           **2.2.2** The daily exposure shall be calculated by using the following formula:  
5 micrograms of lead per gram, multiplied by grams of Product per serving, multiplied by servings  
6 of the Product per day.

7           **2.3 Proposition 65 Warnings**

8           Whenever a clear and reasonable warning is required under Section 2.1, Defendant shall  
9 use one of the following options:

10           Option 1

11           **WARNING** [*or* **CA WARNING** *or* **CALIFORNIA WARNING**]:

12                   Consuming this product can expose you to Lead, which is known to the  
13 State of California to cause [cancer and] birth defects or other reproductive harm.  
14 For more information go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

15           Option 2

16           **WARNING** [*or* **CA WARNING** *or* **CALIFORNIA WARNING**]: Risk of  
17 [cancer and] reproductive harm from exposure to lead. See  
18 [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

19           *or*

20           **WARNING** [*or* **CA WARNING** *or* **CALIFORNIA WARNING**]: Can expose  
21 you to lead, a [carcinogen and] reproductive toxicant. See  
22 [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

23           Option 3 (for Product manufactured and labeled before January 1, 2028)

24           **WARNING:** [Cancer and] Reproductive Harm -[www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

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27 <sup>1</sup> The "Product display page on the internet" applies to Products purchased therefrom, not to Products  
28 purchased elsewhere, such as a brick-and-mortar retail store.

1 If the daily exposure for the Product exceeds 15 micrograms of lead, where daily  
2 exposure is determined pursuant to Section 2.2, Defendant shall include the phrase “cancer and”  
3 or “carcinogen and” in the warning.

4 Nothing in this Agreement shall prevent Defendant from modifying any warning  
5 contained in Option 1 or 2 to disclose the presence of additional chemicals, if Defendant  
6 determines that such disclosure is appropriate or required.

7 Under Option 3, the warning shall be accompanied by a symbol consisting of a black  
8 exclamation point in a yellow equilateral triangle with a bold black outline. Where the label for  
9 the product is not printed using the color yellow, the symbol may be printed in black and white.  
10 The symbol shall be placed to the left of the text of the warning, in a size no smaller than the  
11 height of the word “WARNING”.

12 Each warning shall be provided on the Product label, set off from other surrounding  
13 information, enclosed in a box. Additionally, if the Product contains consumer information in a  
14 foreign language, the warning must be provided in the foreign language. The Products shall carry  
15 said warning on each label with such conspicuousness as compared with other words, statements  
16 or designs as to render it likely to be read and understood by an ordinary consumer prior to sale.  
17 A Product that is sold by Defendant on the internet to persons located in California shall also  
18 provide the warning message to Californians by a clearly marked hyperlink on the product  
19 display page, or otherwise prominently displayed to the California purchaser before the  
20 purchaser completes his or her purchase of the Product. For Products that Defendant provides for  
21 a downstream entity to sell on the internet to persons located in California, Defendant shall  
22 comply with 27 CCR section 25600.2(b) and include an instruction that the entity comply with  
23 the warning requirements of this section.

24 **3. PAYMENTS**

25 **3.1 Civil Penalty Pursuant To Proposition 65**

26 In settlement of all claims referred to in this Consent Judgment, Defendant shall pay a  
27 total civil penalty of four thousand dollars (\$4,000.00) to be apportioned in accordance with  
28 *Health and Safety Code* section 25249.12(c)(1) and (d), with 75% (\$3,000.00) for State of

1 California Office of Environmental Health Hazard Assessment (“OEHHA”), and the remaining  
2 25% (\$1,000.00) for Plaintiff.

3 Defendant shall issue these payments collectively as part of the total payment described  
4 below in Section 3.2 via wire transfer to Law Offices of Lucas T. Novak. After receipt of the  
5 wire transfer, Law Offices of Lucas T. Novak shall be responsible for forwarding the respective  
6 payments to OEHHA and APS&EE.

### 7 **3.2 Reimbursement Of Plaintiff’s Fees And Costs**

8 Defendant shall reimburse Plaintiff’s reasonable experts’ and attorney’s fees and costs  
9 incurred in prosecuting the instant action for all work performed through execution and approval  
10 of this Consent Judgment, in the amount of twenty-one thousand dollars (\$21,000.00).

11 Accordingly, Defendant shall remit total payment via wire transfer to Law Offices of Lucas T.  
12 Novak in the amount of twenty-five thousand dollars (\$25,000.00), which includes the civil  
13 penalty described in Section 3.1, within five (5) business days of the Effective Date. Wire  
14 instructions have been exchanged between the Parties.

## 15 **4. RELEASES**

### 16 **4.1 Plaintiff’s Release Of Defendant**

17 Plaintiff, acting in its individual capacity, and in the public interest, in consideration of  
18 the promises and monetary payments contained herein, hereby releases Defendant, its parents,  
19 subsidiaries, shareholders, directors, members, officers, employees, attorneys, successors and  
20 assignees, and Defendant’s downstream distributors, retailers, and franchisees, including but not  
21 limited to The TJX Companies, Inc., its parents, subsidiaries, and affiliated entities (all of the  
22 foregoing, collectively “Released Parties”), from any alleged Proposition 65 violation claims  
23 asserted in Plaintiff’s Notice or Complaint regarding failure to warn about Lead exposure from  
24 the Products sold by Defendant before and up to the Effective Date. Within five (5) business  
25 days after receipt of full payment from Defendant as described in Section 3 above, Plaintiff shall  
26 file a request for dismissal with prejudice of The TJX Companies, Inc.

### 27 **4.2 Defendant’s Release Of Plaintiff**

28 Defendant, by this Consent Judgment, waives all rights to institute any form of legal

1 action against Plaintiff, its shareholders, directors, members, officers, employees, attorneys,  
2 experts, successors and assignees for actions or statements made or undertaken, whether in the  
3 course of investigating claims or seeking enforcement of Proposition 65 against Defendant in  
4 this matter. If any Released Party should institute any such action, then Plaintiff's release of said  
5 Released Party in this Consent Judgment shall be rendered void and unenforceable.

6 **4.3 Waiver Of Unknown Claims**

7 Each of the Parties acknowledges that it is familiar with Section 1542 of California Civil  
8 Code which provides as follows:

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

15 Each of the Parties waives and relinquishes any right or benefit it has or may have under  
16 Section 1542 of California Civil Code or any similar provision under the statutory or non-  
17 statutory law of any other jurisdiction to the full extent that it may lawfully waive all such rights  
18 and benefits. The Parties acknowledge that each may subsequently discover facts in addition to,  
19 or different from, those that it believes to be true with respect to the claims released herein. The  
20 Parties agree that this Consent Judgment and the releases contained herein shall be and remain  
21 effective in all respects notwithstanding the discovery of such additional or different facts.

22 **5. COURT APPROVAL**

23 Upon execution of this Consent Judgment by all Parties, Plaintiff shall file a noticed  
24 Motion for Approval and Entry of Consent Judgment in the above-entitled Court. This Consent  
25 Judgment is not effective until it is approved and entered by the Court. It is the intention of the  
26 Parties that the Court approve this Consent Judgment, and in furtherance of obtaining such  
27 approval, the Parties and their respective counsel agree to mutually employ their best efforts to  
28 support the entry of this agreement in a timely manner, including cooperating on drafting and  
filing any papers in support of the required motion for judicial approval.

1 **6. SEVERABILITY**

2 Should any part or provision of this Consent Judgment for any reason be declared by a  
3 Court to be invalid, void or unenforceable, the remaining portions and provisions shall continue  
4 in full force and effect.

5 **7. GOVERNING LAW**

6 The terms of this Consent Judgment shall be governed by the laws of the State of  
7 California. This Consent Judgment is entered into in the State of California and may only be  
8 enforced in the State of California.

9 **8. NOTICES**

10 All correspondence and notice required to be provided under this Consent Judgment shall  
11 be in writing and delivered personally or sent by first class or certified mail addressed as follows:

12 TO DEFENDANT: 13 Adam Bondy, Esq. 14 Parsons Behle & Latimer 15 201 South Main Street, Suite 1800 16 Salt Lake City, Utah 84111	12 TO PLAINTIFF: 13 Lucas T. Novak, Esq. 14 Law Offices of Lucas T. Novak 15 8335 W Sunset Blvd., Suite 217 16 Los Angeles, CA 90069
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17 **9. COUNTERPARTS**

18 This Consent Judgment may be executed in counterparts, each of which shall be deemed  
19 an original, and all of which, when taken together, shall constitute the same document. Execution  
20 and delivery of this Consent Judgment by e-mail, facsimile, or other electronic means shall  
21 constitute legal and binding execution and delivery. Any photocopy of the executed Consent  
22 Judgment shall have the same force and effect as the originals.

23 **10. AUTHORIZATION**

24 The undersigned are authorized to execute this Consent Judgment on behalf of their  
25 respective Parties. Each Party has read, understood, and agrees to all of the terms and conditions  
26 of this Consent Judgment. Each Party warrants to the other that it is free to enter into this  
27 Consent Judgment and is not subject to any conflicting obligation that will or might prevent or  
28 interfere with the execution or performance of this Consent Judgment by said Party.

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**AGREED TO:**

Date: 2/23/26

By: 

Authorized Representative of APS&EE, LLC

**AGREED TO:**

Date: Feb. 20 2026

By: 

Authorized Representative of SARAYA USA, INC. D/B/A LAKANTO

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

JUDGE OF THE SUPERIOR COURT