



May 7, 2026

DMS NOTICE
P – 26 –01
DISCARD: RETAIN

TO: WEIGHTS AND MEASURES OFFICIALS

SUBJECT: Settlement – Colorado Petroleum Products Company Inc.

Enclosed is a copy of the Final Judgment Pursuant to Stipulation issued against Colorado Petroleum Products Company, Inc., a Colorado Corporation. The civil enforcement action was filed on October 10, 2025, by the District Attorneys of Sacramento County, Alameda County, and Shasta County. This Final Judgment is ordered under Business and Professions Code (BPC) §17203 & 17500, et seq., for the following injunctive provisions: In this action, several violations regarding making any deceptive, false, or misleading statements regarding any commodity regulated under Chapter 14 of Division 5 of the Business and Professions Code (BPC §13413). Selling, offering for sale, or distributing any oil for use in internal combustion engines that does not meet the established engine oil specification requirements outlined in BPC 13460.

Defendant shall maintain or improve upon Defendant's internal Quality Control Program, including ensuring that Defendant is using the latest revision of ASTM D5293; verifying Cold Crank Simulator ("CCS") calibration and maintenance per the manufacturer's guidelines; reviewing standard operating procedures for sample logging, handling, instrument warm up, cool down, and testing sequences; and implementing repeatability checks to monitor drift over time per ASTM precision statement.

On reasonable notice, Defendant shall permit any duly authorized representative of the People to inspect and copy any records and documents reasonably relevant to determine compliance with the terms of the final judgment.

The Permanent Injunction will be in effect for five (5) years.

The California Department of Food and Agriculture, Division of Measurement Standards Special Investigators conducted a four-month-long investigation of Colorado Petroleum Products Company, Inc. by collecting products at various locations throughout the state, which led to the above-noted permanent injunction.

Pursuant to BPC sections 17203, the defendant is to pay Civil Penalties of \$30,000 to be distributed equally to the prosecuting agencies bringing this action: Alameda County District Attorney's Office, Sacramento County District Attorney's Office, and Shasta County District Attorney's Office. Investigative costs were \$25,000, made payable to the Department of Food and Agriculture, Division of Measurement Standards. \$5,000 went to the Sacramento County District Attorney's Office for Attorney's fees. The total settlement is \$60,000.



The Department appreciates the work done by the following Offices of District Attorneys in Alameda County, Sacramento County, and Shasta County, and acknowledges the DMS Special Investigators for their diligence and dedication that documented and produced the prosecution of these violations.

If you have any questions, please contact John Larkin, Chief, Enforcement Branch, at (916) 229-3000 or john.larkin@cdfa.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Schnepf". The signature is written in a cursive style with a prominent loop at the end.

Kevin Schnepf
Director

Enclosure

cc: Hyrum Eastman, County/State Liaison, CDFA

1 THIEN HO
2 Sacramento County District Attorney
3 DOUGLAS WHALEY, SBN 144557
4 Supervising Deputy District Attorney
5 906 G Street, Suite 700
6 Sacramento, CA 95814
7 Telephone: (916) 874-6174
8 Email: WhaleyD@sacda.org

9 *Attorneys for Plaintiff,
10 The People of the State of California*

11 *Additional Counsel listed as signatories*

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF SACRAMENTO

14 THE PEOPLE OF THE STATE OF
15 CALIFORNIA,

16 Plaintiff,

17 v.

18 COLORADO PETROLEUM PRODUCTS
19 COMPANY INC.,

20 Defendant.

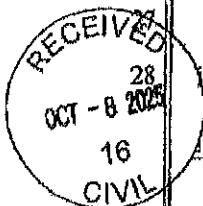
CASE NO. 23CV007372

STIPULATION FOR ENTRY OF FINAL
JUDGMENT AND PERMANENT
INJUNCTION AND ORDER THEREON

Filing Fees Exempt (Govt. Code § 6103)

21 WHEREAS, Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA, generally
22 appearing through its attorneys: Thien Ho, District Attorney of Sacramento County; Ursula Jones
23 Dickson District Attorney of Alameda County, and Stephanie Bridgett District Attorney of Shasta
24 County (hereafter collectively the "People" or "Plaintiff"); and Defendant COLORADO
25 PETROLEUM PRODUCTS COMPANY INC., a Colorado Corporation (hereafter "Defendant"),
26 generally appearing through its attorney, John McCarron of Downey Brand LLP, have entered into a
Stipulation for Entry of Final Judgment and Permanent Injunction ("Stipulation") on or about July 21,
2025, and thereby have stipulated and consented to the entry of this Final Judgment and Permanent
Injunction ("Final Judgment");

WHEREAS, Plaintiff filed a Complaint in this matter based upon the facts developed in an
investigation by the California Department of Food and Agriculture Division of Measurement



1 Standards Fuels, Lubricants and Automotive Products Enforcement Branch of certain lubricating oils
2 manufactured, packaged and sold and offered for sale in California by Defendant;

3 WHEREAS, Defendant answered the Complaint on file in this matter, denying liability for the
4 claims contained therein;

5 WHEREAS, the parties have engaged in the informal sharing of certain information in lieu of
6 formal civil discovery;

7 WHEREAS, Defendant has made upgrades and improvements to its product formulations and
8 quality control related to cold crank viscosity in its lubricating products;

9 AND WHEREAS, the Court finds that the Stipulation between the Parties as delineated in the
10 Final Judgment is fair, and in the public interest.

11 THEREFORE, upon consent of the parties, it is hereby ORDERED, ADJUDGED, and
12 DECREED as follows:

13 1. This Court may enter this Final Judgment before the taking of any proof and without
14 trial or adjudication of any fact or law;

15 2. This Court has subject matter jurisdiction over the matters alleged in this action and
16 personal jurisdiction over the parties to this Final Judgment;

17 3. This Final Judgment is a fair and reasonable resolution of the matters alleged in the
18 People's Complaint;

19 4. Entry of this Final Judgment is not an admission or denial by Defendant regarding any
20 issue of law or fact in the above-captioned matter or any violation of any law;

21 5. This Final Judgment shall be binding upon the People and upon Defendant; and

22 6. The People and Defendant (collectively, "the Parties") waive any right to set aside the
23 Final Judgment through any collateral attack and further waive their right to appeal from the Final
24 Judgment.

25 7. SETTLEMENT OF DISPUTED CLAIMS

26 The Parties enter into this Final Judgment pursuant to a compromise and settlement of
27 disputed claims for purposes of furthering the public interest.

28

1 The People believe: (i) that the resolution embodied in this Final Judgment is fair and
2 reasonable and fulfills the People's enforcement objectives; (ii) that, except as provided in this Final
3 Judgment, no further action is warranted concerning the allegations contained in the Complaint for
4 Civil Penalties and Injunctive Relief ("Complaint"); and (iii) that entry of this Final Judgment is in
5 the best interest of the public.

6 Defendant agrees that this Final Judgment is a fair and reasonable resolution of all matters
7 alleged in the Complaint.

8 8. INJUNCTIVE RELIEF

9 8.1 Applicability

10 The provisions of this injunction are applicable to Defendant and its respective successor
11 corporations or assignees,

12 8.2 General Injunctive Provision:

13 Pursuant to the provisions of Business and Professions Code section 17203, Defendant shall
14 comply as applicable with Chapter 14 of Division 5 of the California Business and Professions Code,
15 Standards for Lubricating Oils, and the regulations promulgated under this chapter. Notwithstanding
16 any other provision in this Final Judgment, nothing in this Final Judgment shall relieve Defendant
17 from complying with any and all applicable laws and regulations.

18 8.3 Specific Injunctive Provisions:

19 Pursuant to the provisions of Business and Professions Code section 17203, Defendant is
20 enjoined, restrained, and prohibited from doing any of the following:

21 8.3.a Making any deceptive, false, or misleading statements regarding any
22 commodity regulated under Chapter 14 of Division 5 of the Business and Professions Code;

23 8.3.b Engaging in any false or misleading advertising as defined in section
24 17500 of the Business and Professions Code...

25 8.3.c Selling, offering for sale, or distributing any oil for use in internal
26 combustion engines that does not meet the established engine oil specification requirements
27 as set forth in Business and Professions Code section 13460.
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

8.4 Quality Control Program

Pursuant to the provisions of Business and Professions Code section 17203, Defendant shall maintain or improve upon Defendant's internal Quality Control Program, including ensuring that Defendant is using the latest revision of ASTM D5293; verifying Cold Crank Simulator ("CCS") calibration and maintenance per the manufacturer's guidelines; reviewing standard operating procedures for sample logging, handling, instrument warm up and cool down, and testing sequence; and implementing repeatability checks to monitor drift over time per ASTM precision statement.

9. PAYMENT OF CIVIL PENALTIES AND COSTS

Within thirty (30) days of service of notice of entry of judgment, Defendant shall make total monetary payments of Sixty Thousand (\$60,000.00) dollars as follows:

Defendant shall pay Thirty Thousand dollars (\$30,000.00) as civil penalties pursuant Business and Professions Code section 17206, and Government Code section 26506, to be distributed equally to the prosecuting agencies bringing this action.

Defendant shall pay Thirty Thousand dollars (\$30,000.00) for reimbursement of attorneys' fees, costs of investigation, and other costs of enforcement. Said payment shall be made in the amount of \$25,000 to the California Department of Food and Agriculture Division of Measurement Standards Fuels, Lubricants and Automotive Products Enforcement Branch, and Five Thousand dollars (\$5,000.00) to the Sacramento County District Attorney's Office.

The payment of all civil penalties and reimbursement of cost payments and other expenditures set forth above, shall be made by checks and delivered to the District Attorney's Office for the County of Sacramento, Attention: Douglas Whaley, Supervising Deputy District Attorney, for distribution pursuant to the terms of this Final Judgment.

10. MATTERS COVERED BY THIS FINAL JUDGMENT

This Final Judgment is a final and binding resolution and settlement of all claims, violations or causes of action that were asserted or could have been asserted within the scope of the allegations specifically set forth in the Complaint against Defendant and its officers, directors, employees through the date of entry of this Final Judgment regarding the included Facilities ("Covered Matters").

1 Any claim, violation, or cause of action that is not a Covered Matter is a "Reserved Claim."
2 Reserved Claims include, without limitation, any violation that occurs after the Court's entry of this
3 Final Judgment; any claim, violation, or cause of action against Defendant's independent contractors
4 or their subcontractors; and separate and independent violations arising out of matters or allegations
5 that are not set forth in the Complaint, whether known or unknown.

6 In any subsequent action that may be brought by the People based on any Reserved Claim,
7 Defendant cannot assert that failing to pursue any Reserved Claim as part of this action constitutes
8 claim-splitting. This Paragraph does not affect any statute of limitations, if any, which may be
9 applicable to any Reserved Claim, and does not prohibit Defendant from asserting any statute of
10 limitations or other legal or equitable defenses that may be applicable to any Reserved Claim.

11 Defendant covenants not to pursue any civil or administrative claims against the People or
12 against any agency of the State of California, or any county or city in the State of California, or
13 against any of their officers, employees, representatives, agents, or attorneys, arising out of or related
14 to any Covered Matter and arising before entry of this Final Judgment.

15 11. EFFECT OF FINAL JUDGMENT

16 Except as expressly provided in this Final Judgment, nothing in this Final Judgment is
17 intended, nor shall it be construed, to preclude the People, or any state, county, city, or local agency,
18 department, board, or any CUPA from exercising its authority under any law, statute or regulation.
19 Defendant retains all of its defenses to the exercise of the aforementioned authority.

20 12. NO WAIVER OF RIGHT TO ENFORCE

21 The failure of the People to enforce any provision of this Final Judgment shall neither be
22 deemed a waiver of such provision nor in any way affect the validity of this Final Judgment. Except
23 as expressly provided in this Final Judgment, the failure of the People to enforce any such provision
24 shall not preclude them from later enforcing the same or any other provision of this Final Judgment,
25 subject to paragraphs 12 and 20. Except as expressly provided in this Final Judgment, Defendant
26 retains all defenses to any such later enforcement action.

27 ///

28 ///

1 13. INTERPRETATION

2 This Final Judgment was drafted equally by all Parties hereto. Accordingly, any and all rules
3 of construction including Civil Code section 1654 which provides that ambiguity is construed against
4 the drafting party shall not apply to the interpretation of this Final Judgment.

5 14. INTEGRATION

6 This Final Judgment constitutes the entire agreement between the Parties and may not be
7 amended or supplemented except as provided for herein. No oral advice, guidance, suggestions or
8 comments by employees or officials of any Party regarding matters covered in this Final Judgment
9 shall be construed to relieve any Party of its obligations under this Final Judgment. No oral
10 representations have been made or relied upon other than as expressly set forth herein.

11 15. FUTURE REGULATORY CHANGES

12 Nothing in this Final Judgment shall excuse Defendant from meeting any more-stringent
13 requirement that may be imposed by applicable existing law or by any change in the applicable law.
14 To the extent any future statutory or regulatory change makes Defendant's obligations less stringent
15 than those provided for in this Final Judgment, Defendant's compliance with the changed law shall
16 be deemed compliance with this Final Judgment; however, any change in law or regulation shall not
17 reduce or diminish Defendant's obligations to comply with Paragraph 8.4., above.

18 16. NOTICES

19 Unless otherwise specified in this Final Judgment, all notices under this Final Judgment shall
20 be made in writing, by both email and mail, and addressed to the persons identified in Exhibit A.
21 Any Party may, by written notice to the other Parties, change its designated notice recipient or notice
22 address.

23 17. CONTINUING JURISDICTION

24 The Court shall retain continuing jurisdiction to enforce the injunctive terms of this Final
25 Judgment and to address any other matters arising out of or regarding this Final Judgment.

26 18. ABILITY TO INSPECT AND COPY RECORDS AND DOCUMENTS

27 On reasonable notice, Defendant shall permit any duly authorized representative of the People
28 to inspect and copy records and documents reasonably relevant to determine compliance with the

1 terms of this Final Judgment. Nothing in this paragraph is intended to require access to or production
2 of any documents that are protected from production or disclosure by attorney-client privilege, the
3 attorney work product doctrine or other applicable privilege, defense, exemption, or immunity
4 afforded to Defendant under applicable law, nor does it waive any of the objections or defenses to
5 which Defendant would be entitled in responding to requests for documents made by subpoena or
6 other formal legal process or discovery. This obligation shall not require Defendant to alter its
7 normal document-retention policies (including, but not limited to, policies regarding backup tapes for
8 electronic documents). Nothing in this paragraph is intended to limit the authority of any
9 governmental agency to inspect Defendant's records and documents under applicable law.

10 19. PAYMENT OF LITIGATION EXPENSES AND FEES

11 Defendant shall make no request of the People to pay their attorney fees, expert witness fees
12 and costs, or any other costs of litigation or investigation incurred to date in connection with Covered
13 Matters in this Final Judgment.

14 20. COUNTERPART SIGNATURES

15 The stipulation for entry of this Final Judgment may be executed by the Parties in
16 counterparts. For purposes of this Final Judgment, facsimile signatures shall be deemed originals,
17 and the parties agree to exchange original signatures as promptly as possible.

18 21. MODIFICATION

19 The injunctive provisions of this Final Judgment may be modified only on noticed motion by
20 one of the parties with approval of the Court, or upon written consent by all of the Parties and the
21 approval of the Court.

22 22. TERMINATION OF PERMANENT INJUNCTION

23 At any time after this Final Judgment has been in effect for five (5) years, and Defendant has
24 paid and expended all amounts required under the Final Judgment, Defendant may move to terminate
25 the injunctive provisions in Paragraphs 8.2 and 8.3 pursuant to Code of Civil Procedure section 533
26 and Civil Code section 3424. After this Final Judgment has been in effect for seven (7) years, and
27 Defendant has paid and expended all amounts required under the Final Judgment, the injunctive
28 provisions in Paragraphs 8.2 and 8.3 will terminate automatically.

1 23. EFFECTIVE DATE OF FINAL JUDGMENT

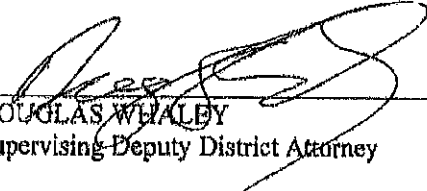
2 This Final Judgment shall become effective upon entry. The Parties need not file a Notice of
3 Entry of Judgment.

4 IT IS SO STIPULATED.

5 FOR THE PEOPLE:

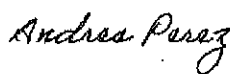
6
7 THIEN HO, District Attorney
County of Sacramento, State of California

8
9 DATED: 10/1/25

10 By: 
DOUGLAS WHALEY
Supervising Deputy District Attorney

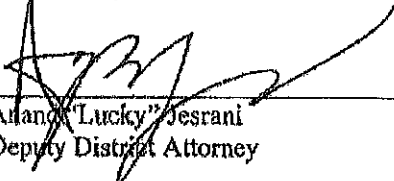
11
12 URSULA JONES DIKSON, District Attorney
County of Alameda, State of California

13
14 DATED: 9/12/25

15 By: 
ANDRES H. PEREZ
Assistant District Attorney

16
17 STEPHANIE BRIDGETT, District Attorney
County of Shasta, State of California

18
19 DATED: 09/13/2025

20 By: 
Anand "Lucky" Jesrani
Deputy District Attorney

21
22 FOR COLORADO PETROLEUM PRODUCTS COMPANY, INC.:

23 DATED: _____

24 By: _____
CLARK M. THOMPSON
President

1 23. EFFECTIVE DATE OF FINAL JUDGMENT

2 This Final Judgment shall become effective upon entry. The Parties need not file a Notice of
3 Entry of Judgment.

4 **IT IS SO STIPULATED.**

5 **FOR THE PEOPLE:**

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

THIEN HO, District Attorney
County of Sacramento, State of California

DATED: _____ By: _____
DOUGLAS WHALEY
Supervising Deputy District Attorney

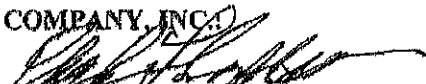
URSULA JONES DIKSON, District Attorney
County of Alameda, State of California

DATED: _____ By: _____
ANDRES H. PEREZ
Assistant District Attorney

STEPHANIE BRIDGETT, District Attorney
County of Shasta, State of California

DATED: _____ By: _____
Anand "Lucky" Jesrani
Deputy District Attorney

FOR COLORADO PETROLEUM PRODUCTS COMPANY, INC.:

DATED: 9-30-25 By: 
CLARK M. THOMPSON
President

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

DATED: 9/30/2025

DOWNEY BRAND LLP

By: *John McCarron*
JOHN McCARRON
Attorney for Colorado Petroleum Products
Company, Inc.

IT IS SO ORDERED.

DATED: 10/10/2025

By: *Christopher E. Krueger*
JUDGE OF THE SUPERIOR COURT
Christopher E. Krueger, Judge



EXHIBIT A

NOTICE

For the People:

Douglas Whaley
Supervising Deputy District Attorney
Sacramento District Attorney's Office
906 G Street, Suite 700
Sacramento, CA, 95814
Whaleyd@sacda.org

For Defendant

John McCarron
Downey Brand LLP
621 Capital Mall 18th Floor
Sacramento, CA 95814
jmcarron@downeybrand.com