



240723630

FILED
ALAMEDA COUNTY

AUG 02 2021

CLERK OF THE SUPERIOR COURT

By *[Signature]* Deputy

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL
HEALTH, a non-profit corporation,

Plaintiff,

v.

GT'S LIVING FOODS, LLC; MILLENNIUM
PRODUCTS, INC.; ALBERTSON'S LLC; O
ORGANICS LLC; LUCERNE FOODS INC.;
SAFEWAY INC.; HUMM KOMBUCHA,
LLC; INC.; and DOES 1 through 100,
inclusive,

Defendants.

Case No. RG-19-047748

~~PROPOSED~~ CONSENT JUDGMENT AS
TO HEALTH-ADE, LLC

1 **1. INTRODUCTION**

2 1.1 The Parties to this Consent Judgment are the Center for Environmental
3 Health, a California non-profit corporation (“CEH”), and Health-Ade, LLC (“Settling Defendant”).
4 The Parties enter into this Consent Judgment to settle certain claims asserted by CEH against
5 Settling Defendant as set forth in the operative complaint (“Complaint”) in the above-captioned
6 matter. This Consent Judgment covers Kombucha drinks sold by Settling Defendant that have been
7 or will be sold or offered for sale to California consumers (“Covered Products”).

8 1.2 On September 30, 2019, CEH provided a 60-day Notice of Violation
9 under Proposition 65 to the California Attorney General, the District Attorneys of every county in
10 California, the City Attorneys of every California city with a population greater than 750,000 and
11 Settling Defendant, alleging that Settling Defendant violated Proposition 65 by exposing persons to
12 ethyl alcohol in alcoholic beverages and alcoholic beverages (collectively, “Alcohol”) contained in
13 Covered Products without first providing a clear and reasonable Proposition 65 warning.

14 1.3 Settling Defendant is a corporation or other business entity that
15 manufactures, distributes, sells or offers for sale Covered Products that are sold or offered for sale
16 or has done so in the past.

17 1.4 On December 20, 2019, CEH filed the Complaint in the above-captioned
18 matter. On October 28, 2020, CEH amended the complaint to add Settling Defendant as a
19 defendant.

20 1.5 For purposes of this Consent Judgment only, CEH and Settling Defendant
21 (the “Parties”) stipulate that this Court has jurisdiction over the allegations of violations contained
22 in the Complaint and personal jurisdiction over each Settling Defendant as to the acts alleged in the
23 Complaint, that venue is proper in the County of Alameda, and that this Court has jurisdiction to
24 enter this Consent Judgment as a full and final resolution of all claims which were or could have
25 been raised in the Complaint based on the facts alleged therein with respect to Covered Products
26 manufactured, distributed, and/or sold by Settling Defendant.

27 1.6 Nothing in this Consent Judgment is or shall be construed as an admission
28 by the Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance

1 with the Consent Judgment constitute or be construed as an admission by the Parties of any fact,
2 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall
3 prejudice, waive or impair any right, remedy, argument or defense the Parties may have in any other
4 pending or future legal proceedings. This Consent Judgment is the product of negotiation and
5 compromise and is accepted by the Parties solely for purposes of settling, compromising, and
6 resolving issues disputed in this Action.

7 **2. DEFINITIONS**

8 2.1 The "Complaint" means the operative complaint in the above-captioned
9 matter.

10 2.2 "Covered Products" means kombucha drinks manufactured, distributed or
11 sold by Settling Defendant.

12 2.3 "Effective Date" means the date on which notice of entry of this Consent
13 Judgment by the Court is served upon Settling Defendant.

14 2.4 "Expiration Date" means the "Enjoy By" date stamped on the label of a
15 Covered Product.

16 2.5 "Compliance Level" means 0.5% Alcohol by volume or less.

17 2.6 "Type" means flavor. To the extent different flavors of Covered Products
18 contain identical ingredients, such products will be treated as the same Type for purposes of this
19 Consent Judgment.

20 2.7 "Reformulation Deadline" means July 1, 2021.

21 **3. INJUNCTIVE RELIEF**

22 3.1 **Reformulation of Covered Products.** As of the Effective Date, Settling
23 Defendant shall not sell or offer for sale a Covered Product that will be sold or offered to sale to
24 California consumers that was manufactured on or after the Effective Date if that Covered Product
25 contains more than 0.5% Alcohol by volume as measured at any time between the production date
26 and the expiration date of the Covered Product.

27 3.2 **Testing.** In order to ensure that the Covered Products meet the
28 Compliance Level, Settling Defendant shall conduct random testing of Covered Products from its

1 production facility and take the follow-up actions described in this section (“ABV Validation
2 Testing”).

3 3.2.1 Covered Products To Be Tested. Validation Testing shall be performed
4 on a quarterly basis for each of the top three (3) selling Types of Covered Product based on prior
5 12-week period sales and three (3) additional Types of Covered Products (“Test Flavors”) such that
6 all Types of Covered Products are tested at least once within five (5) quarters of the Reformulation
7 Deadline. Such Validation Testing shall be performed on samples retained from production lots of
8 the Test Flavors. Two (2) samples of each of the Test Flavors shall be tested at the beginning and
9 within 45 days of the end of the Covered Product’s shelf-life, extending from a Covered Product’s
10 manufacturing date to its Expiration Date (the “Testing Period”).

11 3.2.2 Methods of Testing. Settling Defendant shall conduct ABV Validation
12 Testing pursuant to one of the following methods: (1) Ethanol Analysis by Headspace Gas
13 Chromatography with Mass Spectroscopy Detection; (2) Ethanol Analysis by Headspace Gas
14 Chromatography with Flame Ionization Detector (AOAC 2016.12), or any other testing method
15 agreed upon by the Parties.

16 3.2.3 Laboratories Conducting Validation Testing. Any Validation Testing
17 shall be performed by an independent, accredited third party laboratory or an in-house laboratory
18 that has been certified by an independent third party or otherwise agreed to by the Parties.

19 3.2.4 Duration of Testing. In the event the Validation Testing demonstrates the
20 Covered Products do not exceed the Compliance Level for six (6) continuous quarters in which the
21 production of a Type of Covered Product has occurred, the Settling Defendant may send written
22 notice to CEH and thereafter cease Validation Testing for that Type of Covered Product; provided
23 however, if there is a material change in the product ingredients, formula or manufacturing process
24 that is reasonably likely to cause the Alcohol by volume in the product to exceed the Compliance
25 Level, then Settling Defendant shall arrange for testing for a minimum of three (3) consecutive
26 production quarters after that change.

27 3.2.5 Covered Products That Exceed Compliance Level. If the Validation
28 Testing result indicates that any of the tests for a Type of a Covered Product exceeds the

1 Compliance Level, Settling Defendant shall ensure that all Covered Products from the same
2 production lot as those from which the sample of the Covered Product(s) that exceeded the
3 Compliance Level were drawn will not be sold or offered for sale to California consumers. In
4 addition, Settling Defendant will test samples of Covered Products from other lots of the same Type
5 of Covered Product produced in the same calendar quarter. Should the samples of the additional
6 testing exceed the Compliance Level, Settling Defendant shall ensure that all Covered Products
7 from the same production lot as those from which the sample of the Covered Product(s) that
8 exceeded the Compliance Level were drawn will not be sold or offered for sale to California
9 consumers.

10 3.2.6 Records. The testing reports and results of the Validation Testing
11 performed pursuant to this Consent Judgment shall be retained by Settling Defendant for three (3)
12 year and made available to CEH upon reasonable request, but no more than twice per year.

13 4. ENFORCEMENT

14 4.1 CEH may, by motion or application for an order to show cause before the Superior
15 Court of the County of Alameda, enforce the terms and conditions contained in this Consent
16 Judgment. Any action to enforce alleged violations of Section 3 by Settling Defendant shall be
17 brought exclusively pursuant to this Section 4, and subject to any applicable meet and confer
18 requirements below.

19 4.2 Enforcement of Compliance Level

20 4.2.1 Notice of Violation. In the event that CEH purchases a Covered Product
21 in California that was sold or offered for sale by Settling Defendant with a best-by or sell-by (or
22 equivalent) date of more than one year after the Effective Date, and for which CEH has laboratory
23 test results showing that the Covered Product exceeds the Compliance Level, CEH may issue a
24 Notice of Violation pursuant to this Section.

25 4.2.2 Service of Notice of Violation and Supporting Documentation

26 4.2.2.1 The Notice of Violation shall be sent to the person(s) identified in
27 Section 8.2 to receive notices for Settling Defendant, and must be served within sixty (60) days of
28 the later of the date the Covered Product at issue was purchased or otherwise acquired by CEH,

1 provided, however, that CEH may have up to an additional thirty (30) days to send the Notice of
2 Violation if, notwithstanding CEH's good faith efforts, the test data required by Section 4.2.2.2
3 below cannot be obtained by CEH from the independent, accredited laboratory before expiration of
4 the initial sixty (60) day period.

5 4.2.2.2 The Notice of Violation shall, at a minimum, set forth (a) the date the
6 Covered Product was purchased, (b) the location at which the Covered Product was purchased, (c) a
7 description of the Covered Product giving rise to the alleged violation, including its name, the name
8 and address of the retail entity from which the sample was obtained, and pictures of the product
9 packaging from all sides, which identifies the product lot (by means of Expiration Date), and (d) all
10 test data obtained by CEH regarding the Covered Product and supporting documentation sufficient
11 for validation of the test results, including any laboratory reports, quality assurance reports, and
12 quality control reports associated with testing of the Covered Products.

13 4.2.3 Meet and Confer. If the Settling Defendant disputes a Notice of Violation,
14 CEH and Settling Defendant shall meet and confer to attempt to resolve their dispute informally.
15 CEH shall consider the following factors in determining whether to pursue the Notice of Violation:
16 (1) whether Settling Defendant can demonstrate with test data that the alcohol by volume in the
17 Type of noticed Covered Product did not exceed the Compliance Level at the time of bottling; (2)
18 whether the alleged exceedance in the noticed Covered Product was the result of circumstances out
19 of Settling Defendant's control, including but not limited to temperature abuse occurring after the
20 Covered Product left the Settling Defendant's facility; (3) whether the alleged exceedance is the
21 result of an unexpected deviation from the Settling Defendant's standard operating procedures; and
22 (4) any remedial measures undertaken by Settling Defendant to address a deviation from Settling
23 Defendant's standard operating procedures At any time and for any reason, CEH may withdraw a
24 Notice of Violation, in which case the result shall be as if CEH never issued any such Notice of
25 Violation. CEH may not unreasonably withhold time to meet and confer under this section.

26 4.2.3.1 Upon receipt of a Notice of Violation, Settling Defendant may
27 provide CEH with test data showing Alcohol measured in the same Type of Covered Product
28 manufactured in the same calendar quarter that corresponds to the Expiration Date shown on the

1 label of the Covered Product which is the subject of the Notice of Violation. If the results of such
2 testing show that the Compliance Level of the Covered Product has not been exceeded throughout
3 the Testing Period, then any exceedance of the Alcohol by volume shall be deemed to be
4 attributable to the improper storage of the product after Settling Defendant manufactured, bottled
5 and distributed the Covered Product and Settling Defendant shall inform the distributor and/or
6 retailer responsible for the particular Covered Product regarding the issue and proper storage and
7 handling for the Covered Products. CEH shall promptly withdraw the Notice of Violation and the
8 result shall be as if CEH never issued any such Notice of Violation.

9 4.2.4 In no case shall CEH issue more than one Notice of Violation per
10 manufacturing lot of a Covered Product, nor shall CEH issue more than two Notices of Violation in
11 the first year following the Effective Date.

12 4.2.4.1 If the Notice of Violation received by Settling Defendant under
13 Section 4.2.1 was not withdrawn, then Settling Defendant shall pay the following amounts
14 depending on the number of Notices of Violation received to date:

15 (a) If the Notice of Violation is the first or second Notice of
16 Violation received by Settling Defendant under Section 4.2.1 that was not withdrawn after the meet
17 and confer process, then Settling Defendant shall pay \$7,500 for each Notice of Violation.

18 (b) If the Notice of Violation is the third or fourth Notice of
19 Violation received by Settling Defendant under Section 4.2.1 that was not withdrawn after the meet
20 and confer process, then Settling Defendant shall pay \$15,000 for each Notice of Violation.

21 (c) If Settling Defendant receives four (4) or fewer Notices of
22 Violation within the second year following the Effective Date, the Notices of Violation shall reset to
23 zero for the following year, and each year thereafter so long as Settling Defendant has four (4) or
24 fewer Notices of Violation in a calendar year.

25 (d) If Settling Defendant has received more than four (4) Notices
26 of Violation within one calendar year under Section 4.2.1 that were not withdrawn, then Settling
27 Defendant shall pay \$20,000 for each subsequent Notice of Violation beyond the fourth Notice of
28

1 Violation. In no case shall Settling Defendant be obligated to pay more than \$75,000 for all Notices
2 of Violation in any calendar year irrespective of the total number of Notices of Violation issued.

3 4.2.5 Payments. Any payments under Section 4.2 shall be made by check
4 payable to the "Lexington Law Group" and shall be paid within thirty (30) days of service of a
5 Notice of Election triggering a payment and shall be used as reimbursement for costs for
6 investigating, preparing, sending, and prosecuting Notices of Violation, and to reimburse attorneys'
7 fees and costs incurred in connection with these activities. Any remainder shall be allocated
8 between a civil penalty and an additional settlement payment ("Additional Settlement Payment" or
9 "ASP") as follows: 57% to civil penalties and 43% to ASP.

10 4.2.6 Should such attempts at meeting and conferring fail, CEH may file its
11 enforcement motion or application. In ruling on any motion to enforce the terms of this section, the
12 Court may, in addition to ordering compliance with the terms of this Judgment, employ such
13 remedies as necessary to ensure compliance with Proposition 65 including, but not limited to,
14 requiring Settling Defendant to provide warnings. Should CEH prevail on any motion, application
15 for an order to show cause, or other proceeding to enforce a violation of this Consent Judgment,
16 CEH shall be entitled to its reasonable attorneys' fees and costs incurred as a result of such motion
17 or application. Should Settling Defendant prevail on any motion application for an order to show
18 cause, or other proceeding, Settling Defendant may be awarded its reasonable attorneys' fees and
19 costs as a result of such motion or application upon a finding by the Court that CEH's prosecution
20 of the motion or application lacked substantial justification. For purposes of this Consent
21 Judgment, the term substantial justification shall carry the same meaning as used in the Civil
22 Discovery Act of 1986, Code of Civil Procedure §§ 2016, *et seq.*

23 5. PAYMENTS

24 5.1 **Payments by Settling Defendant.** Settling Defendant shall pay the total
25 sum of \$115,000 as a settlement payment as further set forth in this Section. The payments are
26 payable in accordance with the payment schedule set forth as Exhibit A attached hereto.

27 5.2 **Allocation of Payments.** The total settlement amount for Settling
28 Defendant shall be paid in accordance with the terms set forth on Exhibit A. Any failure by Settling

1 Defendant to comply with the payment terms herein shall be subject to a stipulated late fee to be
2 paid by Settling Defendant in the amount of \$100 for each day the full payment is not received after
3 the applicable payment due dated set forth in Exhibit A. The late fees required under this Section
4 shall be recoverable, together with reasonable attorneys' fees, in an enforcement proceeding
5 brought pursuant to Section 4 of this Consent Judgment. The funds paid by Settling Defendant shall
6 be allocated as set forth below between the following categories and made payable as follows:

7 5.2.1 \$15,608 as a civil penalty pursuant to Health & Safety Code §
8 25249.7(b). The civil penalty payment shall be apportioned in accordance with Health & Safety
9 Code § 25249.12 (25% to CEH and 75% to the State of California's Office of Environmental Health
10 Hazard Assessment ("OEHHA")). Accordingly, the OEHHA portion of the civil penalty payment
11 for \$11,706 shall be made payable to OEHHA and associated with taxpayer identification number
12 68-0284486. This payment shall be delivered as follows:

13 For United States Postal Service Delivery:

14 Attn: Mike Gyurics

15 Fiscal Operations Branch Chief
16 Office of Environmental Health Hazard Assessment
17 P.O. Box 4010, MS #19B
18 Sacramento, CA 95812-4010

19 For Non-United States Postal Service Delivery:

20 Attn: Mike Gyurics
21 Fiscal Operations Branch Chief
22 Office of Environmental Health Hazard Assessment
23 1001 I Street, MS #19B
24 Sacramento, CA 95814

25 The CEH portion of the civil penalty payment for \$3,902 shall be made
26 payable to the Center for Environmental Health and associated with taxpayer identification number
27 94-3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San
28 Francisco, CA 94117.

5.2.2 \$11,703 as an Additional Settlement Payment ("ASP") to CEH pursuant
to Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3204. CEH
intends to place these funds in CEH's Toxics in Food Fund, which is used to support CEH programs

1 and activities that seek to educate the public about alcohol and other toxic chemicals in food, to
2 work with the food industry and agriculture interests to reduce exposure to alcohol and other toxic
3 chemicals in food, and to thereby reduce the public health impacts and risks of exposure to
4 acrylamide and other toxic chemicals in food sold in California. CEH shall obtain and maintain
5 adequate records to document that ASPs are spent on these activities and CEH agrees to provide
6 such documentation to the Attorney General within thirty (30) days of any request from the
7 Attorney General. The payment pursuant to this Section shall be made payable to the Center for
8 Environmental Health and associated with taxpayer identification number 94-3251981. This
9 payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA
10 94117.

11 5.2.3 \$87,689 as a reimbursement of a portion of CEH's reasonable attorneys'
12 fees and costs. The attorneys' fees and cost reimbursement shall be made in two separate checks as
13 follows: (a) \$73,833 payable to the Lexington Law Group and associated with taxpayer
14 identification number 94-3317175; and (b) \$13,856 payable to the Center for Environmental Health
15 and associated with taxpayer identification number 94-3251981. Both of these payments shall be
16 delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

17
18 5.2.4 Notwithstanding the provisions of the Enforcement of Judgments Law
19 and Code of Civil Procedure § 780.160, in the event that Settling Defendant does not comply fully
20 with its payment obligations under this Section 5, in addition to any other enforcement mechanism
21 available to CEH, CEH may seek an order requiring Settling Defendant to submit a debtor's
22 examination in the Alameda County Superior Court. In the event that Settling Defendant fails to
23 submit to any such debtor's examination ordered by the Court, CEH may seek an order holding
24 Settling Defendant in contempt of Court.

25
26 **6. MODIFICATION AND DISPUTE RESOLUTION**

27 6.1 **Modification.** This Consent Judgment may be modified from time to time
28 by express written agreement of the Parties, with the approval of the Court, or by an order of this

1 Court upon motion and in accordance with law. The Parties agree that if Proposition 65 or its
2 implementing regulations (including but not limited to any “safe harbor” set forth in the regulations,
3 or any “alternative risk level” adopted by regulation or court decision) are amended from their terms
4 as they exist on the date of entry of this Consent Judgment in a manner that impacts the 0.5% ABV
5 set forth herein, or if OEHHA takes some other final regulatory action pertaining to the Covered
6 Products in a manner that impacts the 0.5% ABV level, or that determines that warnings are not
7 required on kombucha or similar products, or if a court of competent jurisdiction or an agency of
8 the federal government, including, but not limited to, the U.S. Food and Drug Administration, states
9 through any final decision, guidance, regulation or legally binding act that federal law has
10 preemptive effect on any of the requirements of this Consent Judgment, then Settling Defendant
11 may seek to modify or terminate this Consent Judgment. The Parties recognize that the injunctive
12 relief provisions set forth herein are based on a compromise of a number of issues, and that
13 potential changes to warning requirements related to Alcohol as described above would not
14 necessarily entitle a Party to a modification of the terms of this Consent Judgment.

15 6.2 **Notice; Meet and Confer.** Any Party seeking to modify this Consent
16 Judgment shall attempt in good faith to meet and confer with the other Party prior to filing a motion
17 to modify or terminate the Consent Judgment.

18 6.3 **Other Settlements.** CEH may enter into agreements with other entities
19 that manufacture, distribute, and/or sell kombucha. Should Settling Defendant determine that the
20 injunctive relief set forth in any such Consent Judgment is less stringent than that set forth in
21 Section 3, after meeting and conferring with CEH pursuant to Section 6.2 above, Settling Defendant
22 may move for a modification of this Consent Judgment to substitute any less stringent injunctive
23 relief provisions, and CEH agrees not to oppose any such motion except for good cause shown.

24 7. **CLAIMS COVERED AND RELEASE**

25 7.1 This Consent Judgment is a full, final and binding resolution between
26 CEH on behalf of itself and the public interest and Settling Defendant and Settling Defendant’s
27 parents, subsidiaries, affiliated entities that are under common ownership, directors, officers,
28 employees, agents, shareholders, successors, assigns, and attorneys (“Defendant Releasees”), and

1 all entities to which Settling Defendant directly or indirectly distributes or sells Covered Products,
2 including but not limited to distributors, wholesalers, customers, retailers, franchisees, licensors and
3 licensees (“Downstream Defendant Releasees”), of any violation of Proposition 65 based on failure
4 to warn about alleged exposure to Alcohol contained in Covered Products that were sold, distributed
5 or offered for sale by Settling Defendant prior to the Effective Date.

6 7.2 CEH, for itself, its agents, successors and assigns, releases, waives, and
7 forever discharges any and all claims against Settling Defendant, Defendant Releasees, and
8 Downstream Defendant Releasees arising from any violation of Proposition 65 or any other
9 statutory or common law claims that have been or could have been asserted by CEH individually or
10 in the public interest regarding the failure to warn about exposure to Alcohol arising in connection
11 with Covered Products manufactured by or for Settling Defendant prior to the Reformulation
12 Deadline.

13 7.3 Compliance with the terms of this Consent Judgment by Settling
14 Defendant shall constitute compliance with Proposition 65 by Settling Defendant, its Defendant
15 Releasees and its Downstream Defendant Releasees with respect to any alleged failure to warn
16 about Alcohol in Covered Products manufactured, distributed or sold by Settling Defendant after
17 the Effective Date.

18 **8. PROVISION OF NOTICE**

19 8.1 When CEH is entitled to receive any notice under this Consent Judgment,
20 the notice shall be sent by first class and electronic mail to:

21 Mark N. Todzo
22 Lexington Law Group
23 503 Divisadero Street
24 San Francisco, CA 94117
25 mtodzo@lexlawgroup.com

26 8.2 When Settling Defendant is entitled to receive any notice under this
27 Consent Judgment, the notice shall be sent by first class and electronic mail to:

28 Deepi Miller
Greenberg Traurig, LLP
1201 K Street, Suite 1100
Sacramento, CA 95814
millerde@gtlaw.com

1 8.3 Any Party may modify the person and address to whom the notice is to be
2 sent by sending the other Party notice by first class and electronic mail.

3 **9. COURT APPROVAL**

4 9.1 This Consent Judgment shall become effective as a contract upon the date
5 signed by CEH and Settling Defendant, whichever is later, provided however, that CEH shall also
6 prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant shall
7 support approval of such Motion.

8 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force
9 or effect and shall not be introduced into evidence or otherwise used in any proceeding for any
10 purpose.

11 **10. GOVERNING LAW AND CONSTRUCTION**

12 10.1 The terms of this Consent Judgment shall be governed by the laws of the
13 State of California.

14 **11. ATTORNEYS' FEES**

15 11.1 A Party who unsuccessfully brings or contests an action, motion, or
16 application arising out of this Consent Judgment shall be required to pay the prevailing Party's
17 reasonable attorneys' fees and costs.

18 11.2 Nothing in this Section 11 shall preclude a party from seeking an award of
19 sanctions pursuant to law.

20 **12. ENTIRE AGREEMENT**

21 12.1 This Consent Judgment contains the sole and entire agreement and
22 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior
23 discussions, negotiations, commitments, or understandings related thereto, if any, are hereby
24 merged herein and therein. There are no warranties, representations, or other agreements between
25 the Parties except as expressly set forth herein. No representations, oral or otherwise, express or
26 implied, other than those specifically referred to in this Consent Judgment have been made by any
27 Party hereto. No other agreements not specifically contained or referenced herein, oral or
28 otherwise, shall be deemed to exist or to bind any of the Parties hereto. Any agreements

1 specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind
2 any of the Parties hereto only to the extent that they are expressly incorporated herein. No
3 supplementation, modification, waiver, or termination of this Consent Judgment shall be binding
4 unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of
5 this Consent Judgment shall be deemed or shall constitute a waiver of any of the other provisions
6 hereof whether or not similar, nor shall such waiver constitute a continuing waiver.

7 **13. SUBMISSION OF REPORTS AND DATA TO CEH**

8 13.1 For any report or information that Settling Defendant submits to CEH
9 pursuant to this Consent Judgment, Settling Defendant may make such a submission subject to the
10 terms of the protective order previously entered in this action and the protective order's terms shall
11 apply to the report or information as if it were still in effect.

12 **14. RETENTION OF JURISDICTION**

13 14.1 This Court shall retain jurisdiction of this matter to implement or modify
14 the Consent Judgment.

15 **15. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

16 15.1 Each signatory to this Consent Judgment certifies that he or she is fully
17 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into
18 and execute the Consent Judgment on behalf of the Party represented and legally to bind that Party.

19 **16. NO EFFECT ON OTHER SETTLEMENTS**

20 16.1 Nothing in this Consent Judgment shall preclude CEH from resolving any
21 claim against an entity that is not a Settling Defendant on terms that are different than those
22 contained in this Consent Judgment.

23 **17. EXECUTION IN COUNTERPARTS**

24 17.1 The stipulations to this Consent Judgment may be executed in counterparts
25 and by means of facsimile or portable document format (pdf), which taken together shall be deemed
26 to constitute one document.

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

**IT IS SO ORDERED, ADJUDGED, AND
DECREED:**

Dated: August 2 2021

Kinga J. Anir
Judge of the Superior Court of the State of California

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

IT IS SO STIPULATED:

Dated: April 30, ~~2020~~ 2021

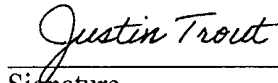
CENTER FOR ENVIRONMENTAL HEALTH



Michael Green
Chief Executive Officer

Dated: April 28, 2021, 2020

HEALTH-ADE, LLC



Signature

Justin Trout

Printed Name

COO

Title

EXHIBIT A

Due within 10 Days Following the Effective Date (Total = \$38,333)

Payee	Type	Amount	Deliver To
OEHHA	Penalty	\$3,902	OEHHA per Section 5.2.1
Center for Environmental Health	Penalty	\$1,300.67	LLG
Center for Environmental Health	ASP	\$3,901	LLG
Lexington Law Group	Fee and Cost	\$24,611	LLG
Center for Environmental Health	Fee and Cost	\$4,618.33	LLG

Due within 100 Days Following the Effective Date (Total = \$38,333)

Payee	Type	Amount	Deliver To
OEHHA	Penalty	\$3,902	OEHHA per Section 5.2.1
Center for Environmental Health	Penalty	\$1,300.33	LLG
Center for Environmental Health	ASP	\$3,901	LLG
Lexington Law Group	Fee and Cost	\$24,611	LLG
Center for Environmental Health	Fee and Cost	\$4,618.67	LLG

Due within 190 Days Following the Effect (Total = \$38,334)

Payee	Type	Amount	Deliver To
OEHHA	Penalty	\$3,902	OEHHA per Section 5.2.1
Center for Environmental Health	Penalty	\$1,301	LLG
Center for Environmental Health	ASP	\$3,901	LLG
Lexington Law Group	Fee and Cost	\$24,611	LLG
Center for Environmental Health	Fee and Cost	\$4,619	LLG