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**FILED**  
Superior Court of California  
County of Alameda  
06/22/2023  
Clad Fluke, Executive Officer / Clerk of the Court  
By: Benjamin Gould Deputy  
S. Gould

6 Counsel for Plaintiff  
7 CENTER FOR ENVIRONMENTAL HEALTH

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF ALAMEDA

12 CENTER FOR ENVIRONMENTAL HEALTH, ) Case No. RG21107796  
13 a non-profit corporation, )  
14 ) **[PROPOSED] CONSENT**  
15 Plaintiff, ) **JUDGMENT AS TO NANTONG**  
16 ) **GOLDEN YUELAI GYM**  
17 vs. ) **EQUIPMENT CO. LTD.**  
18 )  
19 GYMSHARK USA, INC., *et al.*; and DOES 1 )  
20 through 200, inclusive, )  
21 Defendants. )

21 **1. INTRODUCTION**

22 **1.1** The parties to this Consent Judgment (“Parties”) are the Center for  
23 Environmental Health (“CEH”) and Nantong Golden Yuelai Gym Equipment Co. Ltd. (“Settling  
24 Defendant”). CEH and Settling Defendant are referred to collectively as the “Parties.”

25 **1.2** Settling Defendant is a company that employs ten (10) or more persons and  
26 allegedly manufactures, distributes, and/or sells latex resistance bands that contain n-  
27 nitrosodiethylamine (“NDEA”) and n-nitrosodimethylamine (“NDMA”) in the State of California  
28 for sale on the Amazon.com marketplace or has done so in the past.

1           **1.3**           On April 14, 2021, CEH served a 60-Day Notice of Violation under  
2 Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California Health  
3 & Safety Code § 25249.5, *et seq.*) (“Notice”) on Amazon.com, Inc. (“Amazon”), the California  
4 Attorney General, the District Attorneys of every County in the State of California, and the City  
5 Attorneys for every City in the State of California with a population greater than 750,000. The  
6 Notice alleges violations of Proposition 65 with respect to the presence of NDEA in latex  
7 resistance bands that are manufactured, distributed, and/or sold by Settling Defendant.

8           **1.4**           On July 22, 2021, CEH filed the above-captioned action in the Superior Court  
9 of California for Alameda County naming Amazon as a defendant to this action based on  
10 products allegedly manufactured, distributed, and/or sold by Settling Defendant. On September  
11 30, 2021, CEH filed the operative first amended complaint.

12           **1.5**           On August 24, 2022, CEH served a 60-day notice of violation on Settling  
13 Defendant and on November 1, 2022 CEH will add Settling Defendant to the operative  
14 complaint.

15           **1.6**           Settling Defendant enters into this Consent Judgement to fully resolve CEH’s  
16 operative first amended complaint against Amazon in the above-captioned action.

17           **1.7**           For purposes of this Consent Judgment only, the Parties stipulate that: (i) this  
18 Court has jurisdiction over the allegations of violations contained in the operative first amended  
19 complaint in the above-captioned action (“Complaint”) and personal jurisdiction over Settling  
20 Defendant as to the acts alleged in the Complaint; (ii) venue is proper in the County of Alameda;  
21 and (iii) this Court has jurisdiction to enter this Consent Judgment.

22           **1.8**           Nothing in this Consent Judgment is, or shall be construed as, an admission by  
23 the Parties of any fact, conclusion of law, issue of law, or violation of law, nor shall compliance  
24 with the Consent Judgment constitute or be construed as an admission by the Parties of any fact,  
25 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall  
26 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any  
27 other legal proceeding. This Consent Judgment is the product of negotiation and compromise and  
28 is accepted by the Parties for purposes of settling, compromising, and resolving issues disputed in

1 this action.

2 **2. DEFINITIONS**

3 **2.1** “Covered Products” means latex resistance bands manufactured, offered or  
4 sold by Settling Defendant on Amazon.com.

5 **2.2** “Effective Date” means the date on which this Consent Judgment is entered by  
6 the Court.

7 **3. INJUNCTIVE RELIEF**

8 **3.1 Reformulation of Covered Products.** Within six months following the  
9 Effective Date, Settling Defendant shall not manufacture, distribute, sell, or offer for sale any  
10 Covered Product that contains NDEA in excess of 20 parts per billion (“ppb”) as determined  
11 using ASTM F1313-90 (2011) or ISO Standard 19577 (the “Test Protocol”) or NDMA in excess  
12 of 20 ppb using the “Test Protocol” by an independent accredited laboratory that will be sold or  
13 offered for sale to California consumers. These requirements and the requirements in Section 3.2  
14 and Section 3.3 below do not apply to any Covered Product sold or offered for sale on  
15 [www.amazon.com](http://www.amazon.com) by any person or entity other than Settling Defendant.

16 **3.2 Specification to and Certification from Suppliers.** No more than thirty (30)  
17 days after the Effective Date, Settling Defendant shall issue specifications requiring that Covered  
18 Products not contain NDEA or NDMA in excess of 20 ppb as determined using the Test Protocol  
19 to any suppliers of Covered Products that will be sold or offered for sale to California consumers  
20 by Settling Defendant. Settling Defendant shall request in writing and maintain any received  
21 written certification(s) and/or test results from any such supplier of Covered Products confirming  
22 that all such Covered Products received by Settling Defendant for sale in California do not  
23 contain NDEA or NDMA in excess of 20 ppb as determined using the Test Protocol by an  
24 independent accredited laboratory. Settling Defendant shall not be deemed in violation of the  
25 requirements of Section 3.1 for any Covered Product to the extent: (a) they have relied on a  
26 written certification and/or test results from its vendor that supplied a Covered Product that such  
27 Covered Product does not contain NDEA or NDMA in excess of 20 ppb as determined using the  
28 Test Protocol by an independent accredited laboratory and such certification has not previously

1 been demonstrated to be invalid, or (b) they have obtained a test result from an independent third  
2 party accredited laboratory reporting that the Covered Product does not contain NDEA or NDMA  
3 in excess of 20 ppb as determined using the Test Protocol.

4 **3.3 Election to Provide Clear and Reasonable Warnings.** If Settling Defendant  
5 is unable to comply with the reformulation provisions set forth in Section 3.1 using commercially  
6 reasonable efforts or otherwise elects to avail itself of the warning option provided by this Section  
7 3.3, Settling Defendant shall provide written notice to CEH within six months following the  
8 Effective Date, and Settling Defendant concurrently shall make the additional payment specified  
9 in Section 5.2.5 below. Settling Defendant shall then provide a “Clear and Reasonable Warning”  
10 for each Covered Product sold in California. A Clear and Reasonable Warning under this  
11 Agreement shall state:



12 **WARNING:** This product can expose you to chemicals including N-  
13 Nitrosodiethylamine (NDEA) or n-nitrosodimethylamine (“NDMA”), which are known  
14 to the State of California to cause cancer. For more information go to  
15 [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

16 The word “**WARNING**” shall be displayed in all capital letters and bold print and shall be  
17 preceded by the yellow warning triangle symbol depicted above. The warning statement shall  
18 be displayed in such a manner that it is likely to be read and understood by an ordinary  
19 individual prior to the authorization of or actual payment.

#### 20 **4. ENFORCEMENT**

21 **4.1** CEH may, by motion or application for an order to show cause before the  
22 Superior Court of the County of Alameda, enforce the terms and conditions contained in this  
23 Consent Judgment. Prior to bringing any motion or application to enforce the requirements of  
24 Section 3 above, CEH shall provide Settling Defendant and/or Amazon with written notice setting  
25 forth the basis for the alleged violation. The Parties shall then meet and confer regarding the  
26 basis for CEH’s anticipated motion or application in an attempt to resolve it informally. Should  
27 such attempts at meeting and conferring fail, CEH may file its enforcement motion or application.  
28

1 In ruling on any motion to enforce the terms of this section, the Court may, in addition to ordering  
2 compliance with the terms of this Consent Judgment, require Settling Defendant to provide a  
3 warning that complies with Proposition 65. Should CEH prevail on any motion or application to  
4 enforce a material violation of this Consent Judgment under this Section, CEH shall be entitled to  
5 its reasonable attorneys' fees and costs incurred as a result of such motion or application. Should  
6 Settling Defendant prevail on any motion or application under this Section, Settling Defendant  
7 shall be entitled to their reasonable attorneys' fees and costs as a result of such motion or  
8 application upon a finding by the court that CEH's prosecution of the motion or application  
9 lacked substantial justification. For purposes of this Consent Judgment, the term substantial  
10 justification shall carry the same meaning as used in the Civil Discovery Act of 1986, Code of  
11 Civil Procedure §§ 2016, *et seq.*

12 **5. PAYMENTS**

13 **5.1 Payments by Settling Defendant.** Within thirty (30) calendar days of the  
14 Effective Date, Settling Defendant shall pay the total sum of \$35,000 as a settlement payment as  
15 further set forth in this Section. Any payment by Settling Defendant shall be deemed to be timely  
16 and not subject to a late charge and/or other penalty if (1) postmarked (if sent by the United States  
17 Postal Service) or (2) delivered to an overnight carrier (e.g., Fed Ex), on or before the deadline set  
18 forth in this paragraph.

19 **5.2 Allocation of Payments.** The total settlement amount for Settling Defendant  
20 shall be paid in five (5) separate checks in the amounts specified below and delivered as set forth  
21 below. Any failure by Settling Defendant to comply with the payment terms herein shall be  
22 subject to a joint and several stipulated late fee to be paid by Settling Defendant in the amount of  
23 \$100 for each day the full payment is not received after the applicable payment due date set forth  
24 in Section 5.1. The late fees required under this Section shall be recoverable, together with any  
25 reasonable attorneys' fees incurred as a result thereof, in an enforcement proceeding brought  
26 pursuant to Section 4 of this Consent Judgment. The funds paid by Settling Defendant shall be  
27 allocated as set forth below between the following categories and made payable as follows:

28 **5.2.1** \$5,500 as a civil penalty pursuant to Health & Safety Code §

1 25249.7(b). The civil penalty payment shall be apportioned in accordance with Health & Safety  
2 Code § 25249.12 (25% to CEH and 75% to the State of California’s Office of Environmental  
3 Health Hazard Assessment (“OEHHA”)). Accordingly, the OEHHA portion of the civil penalty  
4 payment for \$ 4,125 shall be made payable to OEHHA and associated with taxpayer  
5 identification number 68-0284486. This payment shall be delivered as follows:

6  
7 For United States Postal Service Delivery:

8 Attn: Mike Gyurics  
9 Fiscal Operations Branch Chief  
10 Office of Environmental Health Hazard Assessment  
11 P.O. Box 4010, MS #19B  
12 Sacramento, CA 95812-4010

13 For Non-United States Postal Service Delivery:

14 Attn: Mike Gyurics  
15 Fiscal Operations Branch Chief  
16 Office of Environmental Health Hazard Assessment  
17 1001 I Street, MS #19B  
18 Sacramento, CA 95814

19 The CEH portion of the civil penalty payment for \$ 1,375 shall be made payable to the Center for  
20 Environmental Health and associated with taxpayer identification number 94-3251981. This  
21 payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA  
22 94117.

23 **5.2.2** \$ 3,300 as an Additional Settlement Payment (“ASP”) to CEH  
24 pursuant to Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, §  
25 3204. CEH will use these funds to support CEH programs and activities that seek to educate the  
26 public about toxic chemicals, including carcinogenic nitrosamines such as NDEA and NDMA,  
27 work with industries interested in moving toward safer alternatives, advocate with government,  
28 businesses, and communities for business practices that are safe for human health and the  
environment, and thereby reduce the public health impacts and risks of exposure to NDEA,  
NDMA, and other toxic chemicals in consumer products sold in California. CEH shall obtain and

1 maintain adequate records to document that ASPs are spent on these activities and CEH agrees to  
2 provide such documentation to the Attorney General within thirty (30) days of any request from  
3 the Attorney General. The payment pursuant to this Section shall be made payable to the Center  
4 for Environmental Health and associated with taxpayer identification number 94-3251981. This  
5 payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA  
6 94117.

7  
8 **5.2.3** \$ 26,200 as a reimbursement of a portion of CEH's reasonable  
9 attorneys' fees and costs. The attorneys' fees and cost reimbursement shall be made in two  
10 separate checks as follows: (a) \$20,000 payable to the Lexington Law Group and associated with  
11 taxpayer identification number 94-3317175; and (b) \$ 6,200 payable to the Center for  
12 Environmental Health and associated with taxpayer identification number 94-3251981. Both of  
13 these payments shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco,  
14 CA 94117.

15 **5.2.4** To summarize, Settling Defendant shall deliver checks made out to  
16 the payees and in the amounts set forth below:

17

18 <b>Payee</b>	<b>Type</b>	<b>Amount</b>	<b>Deliver To</b>
19 OEHHA	Penalty	\$ 4,125	OEHHA per Section 5.2.1
20 Center For Environmental Health	Penalty	\$ 1,375	LLG
21 Center For Environmental Health	ASP	\$ 3,300	LLG
22 Lexington Law Group	Fee and Cost	\$ 20,000	LLG
23 Center For Environmental Health	Fee and Cost	\$ 6,200	LLG

24  
25 **5.2.5** If Settling Defendant avails itself of the warning option provided in  
26 Section 3.3, then Settling Defendant shall make an additional payment of \$ 7,000 to be split between  
27 a civil penalty and ASP as set forth herein, concurrently with its written notice as provided in  
28

1 Section 3.3. Of the additional payment, \$4,000 shall be a civil penalty, apportioned in accordance  
2 with Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of California’s Office  
3 of Environmental Health Hazard Assessment (“OEHHA”). Accordingly, the OEHHA portion of  
4 the civil penalty payment of \$3,000 shall be made payable to OEHHA, associated with taxpayer  
5 identification number 68-0284486, and sent to the OEHHA address set forth in section 5.2.1 above.  
6 The CEH portion of the additional civil penalty payment of \$1,000 shall be made payable to the  
7 Center for Environmental Health and associated with taxpayer identification number 94-3251981.  
8 Of the additional payment, \$1,500 shall be made payable to the Lexington Law Group and  
9 associated with taxpayer identification number 94-3317175. The remaining \$1,500 of the additional  
10 payment shall be made payable to the Center for Environmental Health and associated with  
11 taxpayer identification number 94-3251981 and shall be used as set forth in Section 5.2.2 above.  
12 Both payments to CEH shall be delivered to Lexington Law Group, 503 Divisadero Street, San  
13 Francisco, CA 94117.

14 **5.3** In the event that Settling Defendant does not fulfill its obligations under Section  
15 5 of this Consent Judgment, Amazon agrees to make the payments required under this Section 5.

## 16 **6. MODIFICATION**

17 **6.1 Written Consent.** This Consent Judgment may be modified from time to  
18 time by express written agreement of the Parties with the approval of the Court, or by an order of  
19 this Court upon motion and in accordance with law.

20 **6.2 Meet and Confer.** Any Party seeking to modify this Consent Judgment shall  
21 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to  
22 modify the Consent Judgment. The Parties acknowledge and agree that a change in the “No  
23 Significant Risk Level” for NDEA or NDMA set by OEHHA or a material change in law may  
24 provide a reason for modification of Sections 3.1, 3.2, and 3.3 of this Consent Judgment.

## 25 **7. CLAIMS COVERED AND RELEASED**

26 **7.1** This Consent Judgment is a full, final and binding resolution between CEH on  
27 behalf of itself and the public interest and Settling Defendant, Amazon, and each of their parents,  
28 subsidiaries, affiliated entities that are under common ownership, directors, officers, employees,



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

8 **7.2** CEH, for itself, its agents, successors and assigns, releases, waives, and  
9 forever discharges any and all claims against Settling Defendant, Defendant Releasees, and  
10 Downstream Defendant Releasees arising from any violation of Proposition 65 or any other  
11 statutory or common law claims that have been or could have been asserted by CEH regarding a  
12 violation of Proposition 65 and/or the failure to warn about exposure to NDEA or NDMA arising  
13 in connection with Covered Products that were manufactured, sold, distributed or offered for sale  
14 by any of the Defendant Releasees prior to the Effective Date (“Released Claims”). CEH  
15 specifically waives any and all rights and benefits related to the Released Claims which it now  
16 has, or in the future may have, conferred by virtue of the provisions of Section 1542 of the  
17 California Civil Code, which reads as follows:

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

23 **7.3** Compliance with the terms of this Consent Judgment by Settling Defendant  
24 shall constitute compliance with Proposition 65 by Settling Defendant, Defendant Releasees and  
25 Downstream Defendant Releasees with respect to any alleged failure to warn about NDEA or  
26 NDMA in Covered Products that were manufactured, sold, distributed or offered for sale by any  
27 of the Defendant Releasees after the Effective Date.

28 **8. NOTICE**

1           **8.1**           When CEH is entitled to receive any notice under this Consent Judgment, the  
2 notice shall be sent by electronic mail to:

3                           Mark Todzo  
4                           Lexington Law Group  
5                           503 Divisadero Street  
6                           San Francisco, CA 94117  
7                           [mtodzo@lexlawgroup.com](mailto:mtodzo@lexlawgroup.com)

8           **8.2**           When Settling Defendant is entitled to receive any notice under this Consent  
9 Judgment, the notice shall be sent by electronic mail to:

10                           Lily Fu  
11                           Nantong Golden Yuelai Gym Equipment Co. Ltd.  
12                           [lily@sanxingsports.com](mailto:lily@sanxingsports.com)

13                           Brett Oberst  
14                           Doll Amir & Eley LLP  
15                           725 S. Figueroa Street, Suite 3275  
16                           Los Angeles, CA 90017  
17                           United States of America  
18                           [boberst@dollamir.com](mailto:boberst@dollamir.com)

19           **8.3**           Any Party may modify the person and address to whom the notice is to be sent  
20 by sending the other Party notice by first class and electronic mail.

21           **9.       COURT APPROVAL**

22           **9.1**           This Consent Judgment shall become effective upon entry by the Court. CEH  
23 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant  
24 shall support entry of this Consent Judgment.

25           **9.2**           If this Consent Judgment is entered by the Court, then CEH shall prepare and  
26 file a request for dismissal without prejudice as to its claim against Amazon within fifteen (15)  
27 calendar days after the payments required by Section 5 are made by Settling Defendant or  
28 Amazon.

**9.3**           If this Consent Judgment is not entered by the Court, then it shall be of no  
force or effect and shall never 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.

1 **10. GOVERNING LAW AND CONSTRUCTION**

2 **10.1** The terms of this Consent Judgment shall be governed by the laws of the State  
3 of California.

4 **11. ATTORNEYS' FEES**

5 **11.1** Should CEH prevail on any motion, application for an order to show cause, or  
6 other proceeding to enforce a violation of this Consent Judgment, CEH shall be entitled to its  
7 reasonable attorneys' fees and costs incurred as a result of such motion or application. Should  
8 Settling Defendant prevails on any motion or application for an order to show cause, or other  
9 proceeding to enforce a violation of this Consent Judgment, Settling Defendant shall be entitled to  
10 its reasonable attorneys' fees and costs incurred as a result of such motion or application upon a  
11 finding by the Court that CEH's prosecution of the motion or application lacked substantial  
12 justification. For purposes of this Consent Judgment, the term substantial justification shall carry  
13 the same meaning as used in the Civil Discovery Act of 1986, Code of Civil Procedure §§ 2016,  
14 *et seq.*

15 **11.2** Except as otherwise provided in this Consent Judgment, each Party shall bear  
16 its own attorneys' fees and costs.

17 **11.3** Nothing in this Section 10 shall preclude a Party from seeking an award of  
18 sanctions pursuant to law.

19 **12. ENTIRE AGREEMENT**

20 **12.1** This Consent Judgment contains the sole and entire agreement and  
21 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior  
22 discussions, negotiations, commitments, or understandings related thereto, if any, are hereby  
23 merged herein and therein. There are no warranties, representations, or other agreements between  
24 the Parties except as expressly set forth herein. No representations, oral or otherwise, express or  
25 implied, other than those specifically referred to in this Consent Judgment have been made by any  
26 Party hereto. No other agreements not specifically contained or referenced herein, oral or  
27 otherwise, shall be deemed to exist or to bind any of the Parties hereto. Any agreements  
28 specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind

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

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

7 **13.1** For any report or information that Settling Defendant submits to CEH  
8 pursuant to this Consent Judgment, Settling Defendant may make such a submission subject to  
9 the terms of a protective order.

10 **14. RETENTION OF JURISDICTION**

11 **14.1** This Court shall retain jurisdiction of this matter to implement or modify the  
12 Consent Judgment.

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

14 **15.1** Each signatory to this Consent Judgment certifies that he or she is fully  
15 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into  
16 and execute the Consent Judgment on behalf of the Party represented and legally to bind that  
17 Party.

18 **16. NO EFFECT ON OTHER SETTLEMENTS/“MOST FAVORED NATION”**  
19 **CLAUSE**

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

23 **16.2** If CEH agrees to an out-of-court settlement or is a party to a consent judgment  
24 with another company regarding an alleged failure to warn of an alleged exposure to NDEA or  
25 NDMA in latex resistance bands in this action or in a different action in which it agrees to  
26 different injunctive terms regarding any Covered Product, including injunctive relief permitting a  
27 higher maximum level of NDEA or NDMA, a different testing method or standard, or a different  
28 warning, then CEH agrees to provide Settling Defendant with notice within ten (10) business days

1 of such settlement or consent judgment. Submission to the Attorney General for posting on its  
2 Proposition 65 website shall constitute sufficient notice. Settling Defendant shall have ten (10)  
3 business days from receiving such notice to provide written notice to CEH that they elect to  
4 modify this Consent Judgment to adopt those injunctive terms and comply with them instead of  
5 those presently set forth in Section 3. In the event that Settling Defendant makes such an  
6 election, then it shall prepare a modified Consent Judgment and obtain court approval thereof in  
7 accordance with Section 6.1, and CEH shall support entry of the modified Consent Judgment.


8 **17. EXECUTION IN COUNTERPARTS**

9 **17.1** The stipulations to this Consent Judgment may be executed in counterparts  
10 and by means of facsimile or portable document format (pdf), which taken together shall be  
11 deemed to constitute one document.

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

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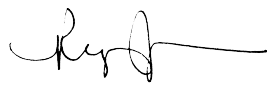
Dated:           R } ^ / GG / GG H

  
\_\_\_\_\_  
Judge of the Superior Court of the State of California  
**Noel Wise / Judge**

**IT IS SO STIPULATED:**

Dated:   October 28, 2022

**CENTER FOR ENVIRONMENTAL HEALTH**

  
\_\_\_\_\_  
Regina Jackson  
Interim Chief Executive Officer

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Dated: \_14th Oct.\_\_\_\_\_, 2022

**NANTONG GOLDEN YUELAI GYM  
EQUIPMENT CO. LTD**



\_\_\_\_\_  
Signature

Li wen Fu

\_\_\_\_\_  
Printed Name

Sales Manager

\_\_\_\_\_  
Title

Dated: \_\_\_\_\_, 2022

**AMAZON.COM, INC.**  
*Only as to Amazon.com, Inc.'s Agreement Under  
Section 5.3*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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Dated: \_\_\_\_\_, 2022

**NANTONG GOLDEN YUELAI GYM  
EQUIPMENT CO. LTD**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

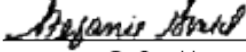
Dated: october 20, 2022 | 8:41 PM MDT

**AMAZON.COM, INC.**  
*Only as to Amazon.com, Inc.'s Agreement Under  
Section 5.3*

DocuSigned by:  
  
\_\_\_\_\_  
Signature  
61950B9EFB1945A...

\_\_\_\_\_  
Alexis Collins  
Printed Name

\_\_\_\_\_  
Authorized Representative  
Title

<b>SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</b>	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Hayward Hall of Justice 24405 Amador Street, Hayward, CA 94544	<b>FILED</b> Superior Court of California County of Alameda 06/23/2023
PLAINTIFF/PETITIONER: Center for Environmental Health	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy S. Gould
DEFENDANT/RESPONDENT: Gymshark USA, Inc. et al	
<b>CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6</b>	CASE NUMBER: RG21107796

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order CONSENT JUDGMENT AS TO NANTONG GOLDEN YUELAI GYM EQUIPMENT CO. LTD. entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

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Dated: 06/23/2023

By:



S. Gould, Deputy Clerk



SHORT TITLE: Center for Environmental Health VS Gymshark  
USA, Inc.

CASE NUMBER: RG21107796

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