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15 Attorneys for Plaintiff,
16 ENVIRONMENTAL HEALTH ADVOCATES, INC.

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

18 **IN AND FOR THE COUNTY OF ALAMEDA**

19 ENVIRONMENTAL HEALTH ADVOCATES,
20 INC.,

21 Plaintiff,

22 v.

23 RODEO FOOD DISTRIBUTION, INC., a
24 California corporation; BALBOA MARKET
25 HOLDINGS, LLC, a California limited liability
26 company; and DOES 1 through 100, inclusive,

27 Defendants.

28 **Case No.: 24CV066849
Reservation ID: 053642824331**

**[PROPOSED] JUDGMENT
PURSUANT TO TERMS OF
PROPOSITION 65 SETTLEMENT
AND AMENDED CONSENT
JUDGMENT AS TO DEFENDANT
RODEO FOOD DISTRIBUTION,
INC.**

Date: January 15, 2026
Time: 9:00 a.m.
Dept.: 24
Judge: Hon. Rebekah Evenson

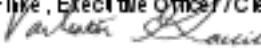
Case Filed: March 7, 2024
Trial Date: December 15, 2025

FILED

Superior Court of California
County of Alameda

01/15/2026

Chad Fluke, Executive Officer/Clerk of the Court

By:  Deputy

V. Garcia

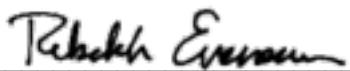
1 Plaintiff Environmental Health Advocates, Inc. and Defendant Rodeo Food Distribution,
2 Inc. (collectively, the “Parties”) agreed through their respective counsel to enter judgment pursuant
3 to the terms of their settlement in the form of a stipulated judgment (“Amended Consent
4 Judgment”). This Court issued an Order approving the Proposition 65 Settlement and Amended
5 Consent Judgment on 01/15/2026.

6 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to Health and
7 Safety Code, section 25249.7(f)(4) and Code of Civil Procedure, section 664.6, judgment is hereby
8 entered in accordance with the terms of the Amended Consent Judgment attached hereto as **Exhibit**
9 **A.**

10 By stipulation of the Parties, the Court will retain jurisdiction to enforce the settlement under
11 Code of Civil Procedure, section 664.6.

12
13 **IT IS SO ORDERED.**

14
15 Dated: 01/15/2026


16 Hon. Rebekah Evenson
17 JUDGE OF THE SUPERIOR COURT
18 **Rebekah Evenson / Judge**

29

EXHIBIT A

1 **ENTORNO LAW, LLP**
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9 Attorneys for Plaintiff
10 Environmental Health Advocates, Inc.

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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13 ENVIRONMENTAL HEALTH
14 ADVOCATES, INC.,

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17 RODEO FOOD DISTRIBUTION, INC., a
18 California corporation; BALBOA MARKET
19 HOLDINGS, LLC, a California limited
20 liability company; and DOES 1 through 100,
21 inclusive,

22 Defendants.

23 Case No. 24CV066849

24 **[PROPOSED] AMENDED CONSENT
25 JUDGMENT**

26 (Health & Safety Code § 25249.6 *et seq.* and
27 Code Civ. Proc. § 664.6)

1 **1. INTRODUCTION**

2 **1.1 Parties**

3 This Consent Judgment is entered into by and between Environmental Health Advocates, Inc.,
4 (“EHA” or “Plaintiff”) and Rodeo Food Distribution, Inc. (“Defendant” or “Rodeo”) with EHA and
5 Rodeo each individually referred to as a “Party” and collectively referred to as the “Parties.”

6 **1.2 Plaintiff**

7 EHA is a corporation organized in the state of California, allegedly acting in the interest of the
8 general public. It seeks to promote awareness of exposures to toxic chemicals and to improve human
9 health by reducing or eliminating hazardous substances contained in consumer products.

10 **1.3 Defendant**

11 Rodeo employs ten or more individuals and for purposes of this Consent Judgment only, is a
12 “person in the course of doing business” for purposes of the Safe Drinking Water and Toxic
13 Enforcement Act of 1986, Health and Safety Code section 25249.6 et seq. (“Proposition 65”).

14 **1.4 General Allegations**

15 EHA alleges that Rodeo manufactures, imports, sells, and distributes for sale mushrooms
16 including but not limited to Oyster Marinated Mushrooms that contain Lead and lead compounds
17 (“Lead”) and Mercury and mercury compounds (“Mercury”). EHA further alleges that Rodeo does so
18 without providing a sufficient health hazard warning as required by Proposition 65 and related
19 regulations. Rodeo denies these allegations and asserts that its products are safe and in compliance with
20 all applicable laws, rules and regulations.

21 **1.5 Notice of Violation**

22 On or around October 20, 2023, EHA served Rodeo, Balboa Market Holdings, LLC (“Balboa”),
23 the California Attorney General, and all other required public enforcement agencies with a 60-Day
24 Notice of Violation of Proposition 65 (“Notice”). The Notice alleged that Rodeo had violated
25 Proposition 65 by failing to sufficiently warn consumers in California of the health hazards associated
26 with exposures to Lead and Mercury contained in mushrooms, including but not limited to, Oyster
27 Marinated Mushrooms manufactured or processed by Rodeo that allegedly contain Lead and Mercury
28 and are imported, sold, shipped, delivered, or distributed for sale to consumers in California by

1 Releasees (as defined in section 4.1).

2 Upon information and belief, no public enforcer has commenced or is otherwise prosecuting an
3 action to enforce the violations alleged in the Notice.

4 **1.6 Product Description**

5 The products covered by this Consent Judgment are mushrooms, including but not limited to,
6 Oyster Marinated Mushrooms manufactured or processed by Rodeo that allegedly contain Lead and
7 Mercury and are imported, sold, shipped, delivered, or distributed for sale to consumers in California
8 by Releasees (as defined in section 4.1) (“Covered Products”).

9 **1.7 State of the Pleadings**

10 On or around March 7, 2024, EHA filed a Complaint against defendants Rodeo and Balboa for
11 the alleged violations of Proposition 65 that are the subject of the Notice (“Complaint”).

12 **1.8 No Admission**

13 Rodeo denies the material factual and legal allegations of the Notice and Complaint and
14 maintains that all of the products it has manufactured, imported, sold, and/or distributed for sale in
15 California, including Covered Products, have been, and are, in compliance with all applicable laws,
16 rules and regulations. Nothing in this Consent Judgment shall be construed as an admission of any fact,
17 finding, conclusion of law, issue of law, or violation of law, nor shall compliance with this Consent
18 Judgment be construed as an admission of any fact, finding, conclusion of law, issue of law, or violation
19 of law. This Section shall not, however, diminish or otherwise affect Rodeo's obligations,
20 responsibilities, and duties under this Consent Judgment.

21 **1.9 Jurisdiction**

22 For purposes of this Consent Judgment and the Complaint only, the Parties stipulate that this
23 Court has jurisdiction over Rodeo as to the allegations in the Complaint, that venue is proper in the
24 County of Alameda, and that the Court has jurisdiction to enter and enforce the provisions of this
25 Consent Judgment pursuant to Proposition 65 and Code of Civil Procedure section 664.6.

26 **1.10 Effective Date**

27 For purposes of this Consent Judgment, the term “Effective Date” means the date on which this
28 Consent Judgment is approved by the Court, as discussed in Section 5.

1.11 Compliance Date

For purposes of this Consent Judgment, the term “Compliance Date” means ninety (90) days from the Effective Date, as discussed in Section 5.

2. INJUNCTIVE RELIEF

2.1 Reformulation of the Covered Products

Beginning on or before the Compliance Date, Defendant shall be permanently enjoined from manufacturing, distributing, or directly selling in the State of California, any Covered Product that exposes a person to a “Daily Lead Exposure Level” of more than 0.5 micrograms of Lead or a “Mercury Reproductive Limit” of more than 0.3 micrograms of Mercury based on a single serving per day unless such Covered Products comply with the warning requirements of Section 2.2. The “Daily Lead Exposure Level” shall be calculated by multiplying the recommended serving size in a Covered Product by the concentration of Lead in a Covered Product, and the “Mercury Reproductive Limit” shall be calculated by multiplying the recommended serving size in a Covered Product by the concentration of Mercury in a Covered Product. As used in this Section 2, “distributed for sale in CA” means to directly ship Covered Products into California or to sell Covered Products to a distributor Defendant knows will sell Covered Products in California.

2.2 Clear and Reasonable Warnings

For Covered Products that contain Lead or Mercury in a concentration exceeding the Reformulation Standard set forth in section 2.1 above, and which are distributed or directly sold by Rodeo in the State of California on or after the Compliance Date, Rodeo shall provide a “clear and reasonable” Proposition 65 warning, within the meaning of Section 25249.6, *et seq.* of Proposition 65 and its associated regulations, subject to Section 2.3 of this Agreement. Rodeo agrees that each warning shall be prominently placed with such conspicuousness, as compared with words, statements, designs, or devices as to render it likely to be seen, read, and understood by an ordinary individual under customary conditions before purchase or use. Each warning shall be provided in a manner such that an average consumer or user is reasonably able to understand to which specific Covered Products the warning applies, and which listed chemical(s) is/are implicated, so as to minimize the risk of consumer confusion.

1 For purposes of this Settlement Agreement, a clear and reasonable warning for the Covered
2 Products shall consist of a product-specific warning via one or more of the following methods: (1) A
3 posted sign, shelf tag, or shelf sign for the consumer product at each point of display of the product;
4 (2) Any electronic device or process that automatically provides the warning to the purchaser (not
5 applicable to internet purchases, which are subject to the provisions of § 25602(b)); (3) A warning
6 directly affixed to the product's label or tag; or (4) A short-form warning on the label that complies
7 with the content requirements set forth in §§ 25603(b) and 25603(a). Specifically, pursuant to §
8 25603(a) – (d), if the Covered Products contain Lead, one of the following statements (i.e., “Lead
9 Warning”) must be utilized:

10 **1) “WARNING:” [or] “CA WARNING:” [or] “CALIFORNIA**

11 **WARNING:”**: Consuming this product can expose you to chemicals
12 including Lead and lead compounds, which are known to the State of
13 California to cause cancer and birth defects or other reproductive harm. For
14 more information go to www.P65Warnings.ca.gov/food.

15 **OR**

16 **SHORT FORM**

17 **2) “WARNING:” [or] “CA WARNING:” [or] “CALIFORNIA**

18 **WARNING:”** Risk of cancer and reproductive harm from exposure to
19 Lead and lead compounds. See www.P65Warnings.ca.gov/food.

20 **OR**

21 **SHORT FORM**

22 **3) “WARNING:” [or] “CA WARNING:” [or] “CALIFORNIA**

23 **WARNING:”** “Can expose you to Lead and lead compounds, a carcinogen
24 and reproductive toxicant. See www.P65Warnings.ca.gov/food.

25 [Rest of page intentionally left blank.]

1 If the Covered Products do not contain Lead but do contain Mercury, one of the following
2 statements (i.e., "Mercury Warning") must be utilized:

3 **1) "WARNING:" [or] "CA WARNING:" [or] "CALIFORNIA**

4 **WARNING:** Consuming this product can expose you to chemicals
5 including Mercury, which is known to the State of California to cause
6 birth defects or other reproductive harm. For more information go to
www.P65Warnings.ca.gov/food.

7 **OR**

8 **SHORT**
9 **FORM**

10 **2) "WARNING:" [or] "CA WARNING:" [or] "CALIFORNIA**

11 **WARNING:** Risk of reproductive harm from exposure to Mercury.
12 See www.P65Warnings.ca.gov/food.

13 **OR**

14 **SHORT**
15 **FORM**

16 **3) "WARNING:" [or] "CA WARNING:" [or] "CALIFORNIA**

17 **WARNING:** "Can expose you to Mercury, a reproductive toxicant.
18 See www.P65Warnings.ca.gov/food.

19 Pursuant to Section 25607.1, where the warning is provided on the food product label, it must
20 be set off from other surrounding information and enclosed in a box. Where a specific food product
21 sign, label, placard, or shelf tag is used to provide a warning, it must be displayed with such
22 conspicuousness, as compared with other words, statements, or designs as to render it likely to be read
23 and understood by an ordinary individual prior to sale. In no case shall a short-form warning statement
24 appear in a type size smaller than 6-point type. Where a sign, labeling, or label as defined in Section
25 25600.1 is used to provide a warning that includes consumer information about a product in a language
26 other than English, the warning must also be provided in that language in addition to English.

27 As set forth in Cal. Code Regs. Tit. 27, § 25602(b), to the extent Covered Products are sold
28 online, a warning that complies with the content requirements of Cal. Code Regs Tit. 27, § 25603 must
29 be provided via of the following methods: (1) A warning on the product display page; (2) A clearly
30 marked hyperlink using the word "**WARNING**" or the words "**CA WARNING**" or "**CALIFORNIA**
31 **WARNING**" on the product display page that links to the warning; or (3) An otherwise prominently
32 displayed warning provided to the purchaser prior to completing the purchase. If a warning is provided

1 using the short-form label content pursuant to Section 25602(a)(4), the warning provided on the website
2 may use the same content. For purposes of this section, a warning is not prominently displayed if the
3 purchaser must search for it in the general content of the website. For internet purchases made prior to
4 January 1, 2028, a retail seller is not responsible under Section 25600.2(e)(4) for conspicuously posting
5 or displaying the new warning online until 60 calendar days after the retailer receives a warning or a
6 written notice under Section 25600.2(b) and (c) which updates a short-form warning compliant with
7 Section 25603(c) with content compliant with Section 25603(b). These requirements extend to any
8 websites under the exclusive control of Rodeo where Covered Products are sold into California. In
9 addition, Rodeo shall instruct any third-party website to which it directly sells its Covered Products to
10 include the same online warning, as set forth above, as a condition of selling the Covered Products in
11 California. However, Rodeo does not assume any duty to monitor any third-party websites for
12 compliance, provided that it complies with the requirements set forth in 27 CCR 25600.2(b).

13 **2.3 Sell-Through Period**

14 Notwithstanding anything else in this Consent Judgment, Covered Products that are
15 manufactured, packaged, or put into the stream of commerce on or before the Compliance Date shall
16 be subject to the release of liability pursuant to this Consent Judgment, without regard to when such
17 Covered Products were, or are in the future, distributed or sold to customers. As a result, the obligations
18 of Rodeo, or any Releasees (if applicable), stated in this Section 2 do not apply to Covered Products
19 manufactured, packaged, or put into the stream of commerce between the Effective Date and the
20 Compliance Date.

21 **3. MONETARY SETTLEMENT TERMS**

22 **3.1 Settlement Amount**

23 Rodeo shall pay eighty-five thousand dollars (\$85,000.00) in settlement and total satisfaction
24 of all the claims referred to in the Notice(s), the Complaint, and this Consent Judgment. This includes
25 civil penalties in the amount of nine thousand dollars (\$9,000.00) pursuant to Health and Safety Code
26
27
28

1 section 25249.7(b) and attorneys' fees and costs in the amount of seventy-six thousand dollars
2 (\$76,000.00) pursuant to Code of Civil Procedure section 1021.5.

3 **3.2 Civil Penalty**

4 The portion of the settlement attributable to civil penalties shall be allocated according to Health
5 and Safety Code section 25249.12(c)(1) and (d), with seventy-five percent (75%) of the penalty paid
6 to the California Office of Environmental Health Hazard Assessment ("OEHHA"), and the remaining
7 twenty-five percent (25%) of the penalty paid to EHA individually. The nine thousand dollars
8 (\$9,000.00) in civil penalties shall be paid as follows:

9

- One payment of \$6,750.00 to OEHHA, sent within thirty (30) days after the Effective
10 Date.
- One payment of \$2,250.00 to EHA, sent within thirty (30) days after the Effective date.

11 All payments owed to EHA shall be delivered to the following address:

12

13

14 Environmental Health Advocates
15 225 Broadway, Suite 2100
16 San Diego, CA 92101

17 All payments owed to OEHHA (EIN: 68-0284486) shall be delivered directly to OEHHA
(Memo Line "Prop 65 Penalties") at the following addresses:

18 For United States Postal Service Delivery:

19

20 Mike Gyurics
21 Fiscal Operations Branch Chief
22 Office of Environmental Health Hazard Assessment
23 P.O. Box 4010
24 Sacramento, CA 95812-4010

25 For Federal Express 2-Day Delivery:

26

27 Mike Gyurics
28 Fiscal Operations Branch Chief
29 Office of Environmental Health Hazard Assessment
30 1001 I Street
31 Sacramento, CA 95814

32 Rodeo agrees to provide EHA's counsel with a copy of the check payable to OEHHA,
33 simultaneous with its penalty payment to EHA.

1 Plaintiff and its counsel will provide completed IRS 1099, W-9, or other tax forms as required.

2 Relevant information is set out below:

3

- 4 “Environmental Health Advocates, Inc.” (EIN: 84-2322975) at the address provided above.
- 5 “Office of Environmental Health Hazard Assessment” 1001 I Street, Sacramento, CA 95814.

6 All payments referenced in this section shall be sent within fourteen (14) days after EHA notifies
7 Rodeo of the Effective Date.

8

3.3 Attorney's Fees and Costs

9 The portion of the settlement attributable to attorneys' fees and costs shall be paid to EHA's
10 counsel, who are allegedly entitled to attorneys' fees and costs incurred by it in this action, including
11 but not limited to investigating potential violations, bringing this matter to Rodeo's attention, as well
as litigating and negotiating a settlement in the public interest.

12 Rodeo shall provide its payment for civil penalty and for attorneys' fees and costs to EHA's
13 counsel by physical check or by electronic means, including wire transfers, at Rodeo's discretion, as
14 follows: seventy-six thousand dollars (\$76,000.00) in Attorney's Fees and Costs shall be paid as
15 follows:

- 16 One payment of \$16,000.00, sent within thirty (30) days after the Effective Date.
- 17 One payment of \$25,000.00, sent within sixty (60) days after the Effective Date.
- 18 One payment of \$35,000.00, sent within ninety (90) days after the Effective Date.

19 The attorney fee payments shall be made payable to Entorno Law, LLP and delivered to:

20

21

22

23

24

25

26

27

28

Noam Glick
Entorno Law, LLP
225 Broadway, Suite 1900
San Diego, CA 92101

4. CLAIMS COVERED AND RELEASE

4.1 EHA's Public Release of Proposition 65 Claims

Plaintiff, acting on its own behalf and in the public interest, releases Rodeo, and its past, present,
and future parents, subsidiaries, affiliated entities under common ownership or control, its directors,
officers, principals, agents, members, employees, attorneys, insurers, accountants, predecessors,

1 successors, and assigns (“Defendant Entities”), each entity to whom Defendant Entities directly or
2 indirectly distribute, ship, or sell the Covered Products, including but not limited to downstream
3 distributors, wholesalers, customers, online marketplaces, retailers (including but not limited to Balboa
4 and its affiliates), and marketplaces, franchisees, franchisors, cooperative members, suppliers,
5 licensees, and licensors, and all of the foregoing entities’ past, present, and future owners, directors,
6 officers, agents, principals, employees, members, attorneys, insurers, accountants, representatives,
7 predecessors, successors, and assigns (collectively referred to as the “Releasees”) from all claims for
8 violations of Proposition 65 up through the Compliance Date based on exposure to Lead , and Mercury
9 from Covered Products as set forth in the Notice. Compliance with the terms of this Consent Judgment
10 constitutes compliance with Proposition 65 with respect to exposures to Lead and Mercury from
11 Covered Products as set forth in the Notice(s). This Consent Judgment is a full, final, and binding
12 resolution of all claims under Proposition 65 that were or could have been asserted against Rodeo
13 and/or Releasees for failure to comply with Proposition 65 for alleged exposure to Lead and Mercury
14 from Covered Products. This release does not extend to any third-party retailers selling the product on
15 a website who, after receiving instruction from Rodeo to include a warning as set forth above in section
16 2.2, do not include such a warning.

17 **4.2 EHA’s Individual Release of Claims**

18 EHA, in its individual capacity, also provides a release to Rodeo and/or Releasees, which shall
19 be a full and final accord and satisfaction of, as well as a bar to, all actions, causes of action, obligations,
20 costs, expenses, attorneys’ fees, damages, losses, claims, liabilities, and demands of every nature,
21 character, and kind, whether known or unknown, suspected or unsuspected, arising out of alleged or
22 actual exposures to Lead and Mercury in Covered Products manufactured, imported, sold, or distributed
23 by Rodeo before the Compliance Date.

24 **4.3 Rodeo’s Release of EHA**

25 Rodeo on its own behalf, and on behalf of Releasees as well as its past and current agents,
26 representatives, attorneys, successors, and assignees, hereby waives any and all claims against EHA
27 and its attorneys and other representatives, for any and all actions taken or statements made by EHA
28 and its attorneys and other representatives, whether in the course of investigating claims, otherwise

1 seeking to enforce Proposition 65 against them, in this matter or with respect to the Covered Products.

2 **4.4 No Other Known Claims or Violations**

3 EHA and EHA's counsel affirm that they are not presently aware of any actual or alleged
4 violations of Proposition 65 by Rodeo and/or Releasees or for which Rodeo and/or Releasees bear legal
5 responsibility other than those that are fully resolved by this Consent Judgment. EHA and EHA's
6 counsel affirm that they have no present intention to solicit others to initiate claims against Rodeo or
7 the Releasees.

8 **5. COURT APPROVAL**

9 This Consent Judgment is not effective until it is approved by the Court and shall be null and
10 void if it is not approved by the Court within one year after it has been fully executed by the Parties, or
11 by such additional time as the Parties may agree to in writing.

12 **6. SEVERABILITY**

13 Subsequent to the Court's approval and entry of this Consent Judgment, if any provision is held
14 by a court to be unenforceable, the validity of the remaining provisions shall not be adversely affected,
15 unless the provision found unenforceable is determined to be essential to the overall purpose of the
16 Consent Judgment. In such event, the Parties shall confer in good faith to attempt to renegotiate the
17 affected provision(s) in a manner that preserves, to the greatest extent possible, the original intent and
18 purpose of the Consent Judgment. If the Parties are unable to reach agreement, any Party may seek
19 appropriate relief from the Court.

20 **7. GOVERNING LAW**

21 The terms of this Consent Judgment shall be governed by the laws of the state of California as
22 applied within the state of California. In the event that Proposition 65 is repealed, or is otherwise
23 rendered inapplicable for reasons, including but not limited to changes in the law; or in the event the
24 California Office of Health Hazard Assessment adopts a regulation or safe use determination, or issues
25 an interpretive guideline that exempts Covered Products from meeting the requirements of Proposition
26 65; or if Lead and Mercury cases are permanently enjoined by a court of competent jurisdiction; or if
27 Proposition 65 is determined to be preempted by federal law or a burden on First Amendment rights
28 with respect to Lead and Mercury in Covered Products or Covered Products substantially similar to

1 Covered Products, then Rodeo or its successors in interest may seek relief from the injunctive
2 obligations imposed by this Consent Judgment to the extent any Covered Products are so affected by
3 modifying the agreement via the mechanisms set forth in Section 12.

4 **ENFORCEMENT**

5 In any action to enforce the terms of this Consent Judgment, the prevailing party shall
6 be entitled to its reasonable attorneys' fees and costs. The injunctive terms of this Consent Judgment
7 may be enforced by public agency prosecutors pursuant to California Health and Safety Code section
8 25249.7(c), and/or by private party prosecutors acting "in the public interest" under California Health
9 and Safety Code section 25249.7(d).

10 **NOTICE**

11 Unless otherwise specified herein, all correspondence and notice required by this Consent
12 Judgment shall be in writing and sent by: (i) personal delivery; (ii) first-class, registered, or certified
13 mail, return receipt requested; or (iii) a recognized overnight courier; and (iv) with a copy by email; to
14 the following addresses:

15 If to Rodeo:

16 Michael Miretsky
17 Leibl, Miretsky & Mosely, LLP
18 5014 Chesebro Road
19 Agoura Hills, CA 91301
20 michaelmiretsky@jmll.com

15 If to EHA:

16 Noam Glick
17 Entorno Law, LLP
18 225 Broadway, Suite 2100
19 San Diego, CA 92101
20 noam@entornolaw.com

21 Any Party may, from time to time, specify in writing to the other, a change of address to which
22 notices and other communications shall be sent.

23 **COUNTERPARTS; DIGITAL SIGNATURES**

24 This Consent Judgment may be executed in counterparts and by facsimile signature, each of
25 which shall be deemed an original, and all of which, when taken together, shall constitute one and the
26 same document.

27 **POST EXECUTION ACTIVITIES**

28 EHA agrees to comply with the reporting form requirements referenced in Health and Safety
29 Code section 25249.7(f). The Parties further acknowledge that, pursuant to Health and Safety Code
30 section 25249.7(f), a noticed motion is required to obtain judicial approval of the settlement, which

1 motion EHA shall draft and file. In furtherance of obtaining such approval, the Parties agree to mutually
2 employ their reasonable best efforts, including those of their counsel, to support the entry of this
3 agreement as judgment, and to obtain judicial approval of their settlement in a timely manner. For
4 purposes of this Section, “best efforts” shall include, at a minimum, supporting the motion for approval,
5 responding to any objection that any third-party may make, and appearing at the hearing before the
6 Court if so requested.

7 **12. MODIFICATION**

8 This Consent Judgment may be modified by: (i) a written agreement of the Parties and entry of
9 a modified consent judgment thereon by the Court; or (ii) a successful motion or application of any
10 Party, and the entry of a modified consent judgment thereon by the Court.

11 **13. AUTHORIZATION**

12 The undersigned are authorized to execute this Consent Judgment and acknowledge that they
13 have read, understand, and agree to all of the terms and conditions contained herein.

14 **14. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

15 If a dispute arises with respect to either Party’s compliance with the terms of this Consent
16 Judgment entered by the Court, the Parties shall meet and confer in person, or by telephone, and/or in
17 writing and endeavor to resolve the dispute in an amicable manner. No action or motion may be filed
18 in the absence of such a good faith attempt to resolve the dispute beforehand.

19 **15. ENTIRE AGREEMENT**

20 This Consent Judgment contains the sole and entire agreement and understanding of the Parties
21 with respect to the entire subject matter herein, and any and all prior discussions, negotiations,
22 commitments, and understandings related hereto. No representations, oral or otherwise, express or
23 implied, other than those contained herein have been made by any Party. No other agreements, oral or
24 otherwise, unless specifically referred to herein, shall be deemed to exist or to bind any Party.

25
26
27
28

AGREED TO:

Date: November 7, 2025

By: John Doe
ENVIRONMENTAL HEALTH
ADVOCATES, INC.

AGREED TO:

Date: 11-7-23

By: RODEO FOOD DISTRIBUTION, INC.
Mikhail Kapelkin

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT