ELECTRONICALLY FILED 1 ENTORNO LAW, LLP Superior Court of California, Noam Glick (SBN 251582) 2 Craig M. Nicholas (SBN 178444) County of Alameda Jake W. Schulte (SBN 293777) 10/13/2025 at 09:50:03 AM Janani Natarajan (SBN 346770) 3 Gianna E. Tirrell (SBN 358788) By: Tania Pierce. 225 Broadway, Suite 1900 Deputy Clerk San Diego, California 92101 5 Tel: (619) 629-0527 Email: noam@entornolaw.com 6 Email: craig@entornolaw.com Email: jake@entornolaw.com 7 Email: janani@entornolaw.com Email: gianna@entornolaw.com 8 SUPERIOR COURT OF THE STATE OF CALIFORNIA 9 IN AND FOR THE COUNTY OF ALAMEDA 10 ENVIRONMENTAL HEALTH Case No. 25CV106799 11 ADVOCATES, INC., Assigned for All Purposes to: 12 Plaintiff, Hon. Sarah Sandford-Smith, Dept. 17 v. 13 NOTICE OF ENTRY OF JUDGMENT PURSUANT TO TERMS OF PROPOSITION KINGDOM ANIMALIA, LLC, a California 14 limited liability company; and DOES 1 through 65 SETTLEMENT AND CONSENT 100, inclusive, JUDGMENT AS TO DEFENDANT 15 KINGDOM ANIMALIA, LLC Defendants. 16 Complaint Filed: January 14, 2025 Trial: None set. 17 18 19 20 21 22 23 24 25 26 27 28

TO ALL PARTIES AND THEIR ATTORNEYS OF REOCRD: PLEASE TAKE NOTICE that, on October 13, 2025, the Court in the above-entitled matter entered the Consent Judgment as to Defendant Kingdom Animalia, LLC. A true and correct copy of the Entered Judgment Pursuant to Terms of Proposition 65 Settlement and Consent Judgment as to Defendant Kingdom Animalia, LLC is attached hereto as Exhibit A. Dated: October 13, 2025 ENTORNO LAW, LLP By: Noam Glick Craig M. Nicholas Jake W. Schulte Janani Natarajan Gianna Tirrell Attorneys for Plaintiff Environmental Health Advocates, Inc.



1	ENTORNO LAW, LLP	
2	Noam Glick (SBN 251582) Craig M. Nicholas (SBN 178444) Jake W. Schulte (SBN 293777)	
3	Janani Natarajan (SBN 346770)	
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7	Email: jake@entornolaw.com Email: janani@entornolaw.com	County of Alameda 10/13/2025
8	Email: gianna@entornolaw.com	Chad Flake, Executive of ficer/Clerk of the Court
9	Attorneys for Plaintiff, ENVIRONMENTAL HEALTH ADVOCATES, INC	C. P. Bir
10	SUPERIOR COURT OF THE S	STATE OF CALIFORNIA
11	IN AND FOR THE COUN	
12	ENVIRONMENTAL HEALTH ADVOCATES,	Case No.: 25CV106799
13	INC.,	Reservation ID: 525691565071
14	Plaintiff,	[PROPOSED] JUDGMENT PURSUANT TO TERMS OF
15	V.	PROPOSITION 65 SETTLEMENT
16	KINGDOM ANIMALIA, LLC, a California limited liability company; and DOES 1 through 100, inclusive,	AND CONSENT JUDGMENT AS TO DEFENDANT KINGDOM ANIMALIA, LLC
17	Defendants.	Date: October 1, 2025
18		Time : 3:00 p.m. Dept .: 17
19		Judge: Hon. Sarah Sandford-Smith
20		Case Filed: January 14, 2025 Trial Date: None set.
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	[PROPOSED] JUDGMENT PURSUANT TO TERMS OF	

PROPOSITION 65 SETTLEMENT AND CONSENT JUDGMENT (CASE NO. 25CV106799)

1	Plaintiff Environmental Health Advocates, Inc. and Defendant Kingdom Animalia, LLC	
2	(collectively, the "Parties") agreed through their respective counsel to enter judgment pursuant to	
3	the terms of their settlement in the form of a stipulated judgment ("Consent Judgment"). This Court	
4	issued an Order approving the Proposition 65 Settlement and Consent Judgment on	
5	·	
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 Consent Judgment attached hereto as Exhibit A .	
9	By stipulation of the Parties, the Court will retain jurisdiction to enforce the settlement under	
10	Code of Civil Procedure, section 664.6.	
11		
12	IT IS SO ORDERED.	
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14	00 Qi	
15	Dated: 10/13/2025 Hon, Sarah Sandford-Smith	
16	SUBGE OF THE SUPERION COURT	
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1	ENTORNO LAW, LLP	
2	Craig M. Nicholas (SBN 178444)	
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	Email: gianna@entornolaw.com	
9		
10	Attorneys for Plaintiff	
11	Environmental Health Advocates, Inc.	
12		
12	SUPERIOR COURT OF THE STATE OF CALIFORNIA	
13	IN AND FOR THE COUNTY OF ALAMEDA	
14		w
15	ENVIRONMENTAL HEALTH	Case No. 25CV106799
	ADVOCATES, INC.,	[PROPOSED] CONSENT JUDGMENT
16	Plaintiff,	(Health & Safety Code § 25249.6 et seq. and
17	V.	Code Civ. Proc. § 664.6)
18	v.	
19	KINGDOM ANIMALIA, LLC, a California	
	limited liability company; and DOES 1 through 100, inclusive,	
20	through 100, hierasive,	
21	Defendants.	
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1. INTRODUCTION

1.1 Parties

This Consent Judgment is entered into by and between Environmental Health Advocates, Inc. ("EHA" or "Plaintiff") and Kingdom Animalia, LLC ("Defendant" or "Kingdom Animalia"), with EHA and Kingdom Animalia each individually referred to as a "Party" and collectively referred to as the "Parties."

1.2 Plaintiff

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

1.3 Defendant

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

1.4 General Allegations

EHA alleges that Kingdom Animalia manufactures, imports, sells, and distributes for sale in California Covered Products that contain Diethanolamine ("DEA"). EHA further alleges that Kingdom Animalia does so without providing a sufficient health hazard warning as required by Proposition 65 and related regulations. Kingdom Animalia denies the material, factual, and legal allegations in the Notice and maintains that all of the products it sold and/or distributed for sale in California, including Covered Products, have been and are in compliance with all applicable laws, rules and regulations.

1.5 Notice of Violation

On or around August 16, 2024, EHA issued a 60-Day Notice of Violation of Proposition 65 ("Notice") to Defendant Kingdom Animalia, Ulta Beauty Cosmetics, LLC, the California Attorney General, and all other required public enforcement agencies. The Notice alleged that Kingdom Animalia violated Proposition 65 by failing to provide Proposition 65 warnings to consumers in California associated with exposures to DEA contained in the Covered Products.

To the best of the Parties' knowledge, no public enforcer has commenced or is otherwise

prosecuting an action to enforce the violations alleged in the Notice.

The products covered by this Consent Judgment are Hourglass Arch Brow Shaping Gel and Caution Extreme Lash Mascara manufactured, imported, sold, or distributed for sale to consumers in California by Kingdom Animalia that allegedly contain DEA ("Covered Products").

1.7 State of the Pleadings

On or around January 14, 2025, EHA filed a Complaint against Kingdom Animalia for the alleged violations of Proposition 65 that are the subject of the Notice ("Complaint").

1.8 No Admission

Kingdom Animalia denies the material factual and legal allegations of the Notice and Complaint and maintains that all of the products it has manufactured, imported, sold, and/or distributed for sale in California, including Covered Products, have been, and are, in compliance with all applicable laws, rules, and regulations, including Proposition 65. Nothing in this Consent Judgment shall be construed as an admission by Kingdom Animalia of any fact, finding, conclusion of law, issue of law, or violation of law, nor shall compliance with this Consent Judgment be construed as an admission by Kingdom Animalia of any fact, finding, conclusion of law, issue of law, or violation of law, such being specifically denied by Kingdom Animalia. This Section shall not, however, diminish or otherwise affect Kingdom Animalia's obligations, responsibilities, and duties under this Consent Judgment.

1.9 Jurisdiction

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

1.10 Effective Date

For purposes of this Consent Judgment, the term "Effective Date" means the date on which this Consent Judgment is approved and entered as a judgment of the Court and all Parties have been provided with a copy.

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after the Effective Date.

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2. <u>INJUNCTIVE RELIEF</u>

Compliance Date

2.1 Reformulation of the Covered Products

Beginning on the Compliance Date, Kingdom Animalia shall be permanently enjoined from manufacturing for subsequent sale into the State of California without a warning any Covered Product that has triethanolamine ("TEA") as an intentional ingredient, which is the source of DEA in the Covered Products. Kingdom Animalia further agrees not to add any ingredients that are known to contain DEA, as published by the FDA here: https://www.fda.gov/cosmetics/cosmeticingredients/diethanolamine, and as may be updated by the FDA. Should Kingdom Animalia add any other ingredient to the Covered Product not on the FDA list that it knows to contain DEA, or that it knows is a precursor to DEA, it will notify EHA, and EHA may move to modify this Consent Judgment in accordance with Section 12. Additionally, in the event that EHA establishes by citation to authoritative government or academic sources that definitively show other cosmetic ingredient(s) used in Covered Products function as a precursor to DEA, EHA must notify Kingdom Animalia of such authority and may move for modification of this Consent Judgment in accordance with Section 12. Should EHA move to modify on any of the above bases, Kingdom Animalia is entited to assert any applicable defense, including a No Significant Risk Level exposure defense in response. As used in this Section 2, "distributing for sale" in California means to directly ship Covered Products into California or to sell Covered Products to a distributor Kingdom Animalia knows will sell Covered Products in California.

For purposes of this Consent Judgment, the term "Compliance Date" means ninety (90) days

2.2 Clear and Reasonable Warnings

For Covered Products that do not comply with section 2.1 above, and which are manufactured for distribution or sale by Kingdom Animalia in the State of California after the Compliance Date, Kingdom Animalia shall provide a "clear and reasonable" Proposition 65 warning, within the meaning of Section 25249.6 of the Act, subject to Section 2.3 of this Agreement. Kingdom Animalia agrees that each warning shall be prominently placed with such conspicuousness, as compared with other words,

SHORT FORM ON A PRODUCT MANUFACTURED/ LABELED PRIOR TO 1/1/28, REGARDLESS OF DATE OF SALE

4) **AWARNING**: Cancer - www.P65Warnings.ca.gov

The triangle above shall be yellow on the warning statement. Where the sign, label, or shelf tag for the product is not printed using the color yellow, the symbol may be printed in black and white. The symbol shall be placed to the left of the warning text, in a size no smaller than the height of the word, "WARNING," "CA WARNING," or "CALIFORNIA WARNING." A short-form warning must be provided on a product in a type size that complies with Cal. Code Regs Tit. 27, § 25601(c). In no case shall a warning statement displayed on the Covered Products' packaging appear in a type size smaller than 6-point type. Where a sign, labeling, or label as defined in Section 256001.1 is used to provide a warning that includes consumer information about a product in a language other than English, the warning must also be provided in that language in addition to English. Alternatively, the content and method of transmission may be provided in any form as authorized by Proposition 65 law or regulation effective on or after the Effective Date.

As set forth in Cal. Code Regs. Tit. 27, § 25602(b), to the extent Covered Products are sold online, a warning that complies with the content requirements of Cal. Code Regs Tit. 27, § 25603 must be provided via of the following methods: (1) A warning on the product display page; (2) A clearly marked hyperlink using the word "WARNING" or the words "CA WARNING" or "CALIFORNIA WARNING" on the product display page that links to the warning; or (3) An otherwise prominently displayed warning provided to the purchaser prior to completing the purchase. If a warning is provided using the short-form label content pursuant to Section 25602(a)(4), the warning provided on the website may use the same content. For purposes of this section, a warning is not prominently displayed if the purchaser must search for it in the general content of the website. For internet purchases made prior to 1/1/28, a retail seller is not responsible under Section 25600.2(e)(4) for conspicuously posting or displaying the new warning online until 60 calendar days after the retailer receives a warning or a written notice under Section 25600.2(b) and (c) which updates a short-form warning compliant with Section

25603(c) with content compliant with Section 25603(b). These requirements extend to any websites under the exclusive control of Kingdom Animalia where Covered Products are sold into California. In addition, if Kingdom Animalia has actual knowledge that a third-party website to which it directly sells its Covered Products is offering Covered Products for sale in California, Kingdom Animalia shall instruct the third-party website to include the same online warning, as set forth above, as a condition of selling the Covered Products in California.

There shall be no obligation for Kingdom Animalia to provide a warning for Covered Products manufactured prior to the Compliance Date, and the Section 4 release applies to all such Covered Products. For the avoidance of doubt, "Covered Products manufactured" include, but are not limited to, Covered Products in the process of manufacture.

3. MONETARY SETTLEMENT TERMS

3.1 Settlement Amount

Kingdom Animalia shall pay fifty-five thousand dollars (\$55,000.00) in settlement and total satisfaction of all the claims referred to in the Notice(s), the Complaint, and this Consent Judgment. This includes civil penalties in the amount of five thousand five hundred dollars (\$5,500.00) pursuant to Health and Safety Code section 25249.7(b) and attorneys' fees and costs in the amount of forty-five thousand dollars (\$49,500.00) pursuant to Code of Civil Procedure section 1021.5.

3.2 Civil Penalty

The portion of the settlement attributable to civil penalties shall be allocated according to Health and Safety Code section 25249.12(c)(1) and (d), with seventy-five percent (75%) of the penalty paid to the California Office of Environmental Health Hazard Assessment ("OEHHA"), and the remaining twenty-five percent (25%) of the penalty paid to EHA individually. The five thousand five hundred dollars (\$5,500.00) in civil penalties shall be paid as follows:

- \$4,125.00 to OEHHA.
- \$1,375.00 to EHA.

All payments shall be delivered to EHA the following address, and shall be allocated according to this agreement by EHA:

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Isaac Fayman Environmental Health Advocates 225 Broadway, Suite 2100 San Diego, CA 92101

Plaintiff and its counsel will provide completed IRS 1099, W-9, or other tax forms as required. Relevant information is set out below:

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

All payments referenced in this section shall be paid within thirty (30) days of the Effective Date.

3.3 Attorneys' Fees and Costs

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

Kingdom Animalia shall provide its payment for civil penalty and for attorneys' fees and costs to EHA's counsel by physical check or by electronic means, including wire transfers, at Kingdom Animalia's discretion, as follows: forty-nine thousand five hundred dollars (\$49,500.00) in Attorney's Fees and Costs shall be paid as follows:

• One payment of \$49,500.00, due thirty (30) days after the Effective Date.

The attorney fee payments shall be made payable to Entorno Law, LLP. The address for this entity is:

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

4. CLAIMS COVERED AND RELEASE

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4.1 EHA's Public Release of Proposition 65 Claims

Plaintiff, acting on its own behalf and in the public interest, releases Kingdom Animalia and its parents, subsidiaries, affiliated entities, its directors, officers, principals, agents, employees, attorneys, insurers, accountants, predecessors, successors, and assigns ("Defendant Entities"), each entity to whom Defendant directly or indirectly distributes, ships, or sells the Covered Products, including but not limited to downstream distributors, wholesalers, customers, retailers (including but not limited to Ulta Beauty Cosmetics, LLC), and marketplaces franchisees, franchisors, cooperative members, suppliers, licensees, and licensors, and all of the foregoing entities' owners, directors, officers, agents, principals, employees, attorneys, insurers, accountants, representatives, predecessors, successors, and assigns (collectively, including the Defendant Entities, referred to as the "Releasees") from all claims of Proposition 65 violations for exposures to DEA from Covered Products manufactured on or before the Compliance Date. Compliance with the terms of this Consent Judgment constitutes compliance with Proposition 65 with respect to exposures to DEA from Covered Products as set forth in the Notice(s). This Consent Judgment is a full, final, and binding resolution of all claims under Proposition 65 that were or could have been asserted against Kingdom Animalia and/or Releasees for failure to comply with Proposition 65 for alleged exposure to DEA from Covered Products. This release does not extend to any third-party retailers selling the product on a website who, after receiving instruction from Kingdom Animalia to include a warning as set forth above in section 2.2, do not include such a warning.

4.2 EHA's Individual Release of Claims

EHA, in its individual capacity, also provides a release to Kingdom Animalia and Releasees, which shall be a full and final accord and satisfaction of, as well as a bar to, all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, and demands of every nature, character, and kind, whether known or unknown, suspected or unsuspected, arising out of alleged or actual Proposition 65 violations in Covered Products manufactured by Kingdom Animalia on or before the Compliance Date. The release in this Section 4.2 is effective as a full and final accord and satisfaction of, as well as a bar to, all actions, causes of action, obligations, costs, expenses,

attorneys' fees, damages, losses, claims, liabilities and demands of every nature, character, and kind, whether known or unknown, suspected or unsuspected as to Defendant Entities. EHA acknowledges that it is familiar with Section 1542 of the California Civil Code, which provides as follows:

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

WITH THE DEBTOR OR RELEASED PARTY.

EHA and Kingdom Animalia each understand and acknowledge the significance and consequences of California Civil Code section 1542 and nevertheless specifically waive their rights thereunder.

4.3 Kingdom Animalia's Release of EHA

Kingdom Animalia on its own behalf, and on behalf of Releasees as well as its past and current agents, representatives, attorneys, successors, and assignees, hereby waives any and all claims against EHA and its attorneys and other representatives, for any and all actions taken or statements made by EHA and its attorneys and other representatives, whether in the course of investigating claims, otherwise seeking to enforce Proposition 65 against them, in this matter or with respect to the Covered Products.

4.4 No Other Known Claims or Violations

EHA and EHA's counsel affirm that they are not presently aware of any actual or alleged violations of Proposition 65 by Kingdom Animalia or for which Kingdom Animalia bears legal responsibility other than those that are fully resolved by this Consent Judgment.

5. <u>COURT APPROVAL</u>

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

6. <u>SEVERABILITY</u>

Subsequent to the Court's approval and entry of this Consent Judgment, if any provision is held by a court to be unenforceable, the validity of the remaining provisions shall not be adversely affected.

7. GOVERNING LAW

The terms of this Consent Judgment shall be governed by the laws of the state of California as applied within the state of California. In the event that Proposition 65 is repealed, or is otherwise rendered inapplicable for reasons, including but not limited to changes in the law; or in the event the California Office of Health Hazard Assessment adopts a regulation or safe use determination, or issues an interpretive guideline that exempts Covered Products from meeting the requirements of Proposition 65; or if DEA cases are permanently enjoined by a court of competent jurisdiction; or if Proposition 65 is determined to be preempted by federal law or a burden on First Amendment rights with respect to DEA in Covered Products or products substantially similar to Covered Products, then Kingdom Animalia shall be relieved of its obligations imposed by this Consent Judgment to the extent any Covered Products are so affected by modifying the agreement via the mechanisms set forth in Section 12.

8. <u>ENFORCEMENT</u>

Only EHA or a public enforcer of Proposition 65 shall be entitled to enforce this Consent Judgment. Prior to filing an action to enforce the terms of this Consent Judgment, EHA shall provide a written letter stating the basis for its allegations of non-compliance, and the Parties shall meet and confer for a period of no less than thirty (30) days in an attempt to informally resolve such dispute. In any action to enforce the terms of this Consent Judgment, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

9. NOTICE

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

If to Kingdom Animalia:	If to EHA:
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Will Wagner	Noam Glick
Greenberg Traurig, LLP	Entorno Law, LLP
400 Capitol Mall, Suite 2400	225 Broadway, Suite 2100
Sacramento, CA 95814	San Diego, CA 92101
Will.Wagner@gtlaw.com	noam@entornolaw.com

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

10. <u>COUNTERPARTS; DIGITAL SIGNATURES</u>

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

11. POST EXECUTION ACTIVITIES

EHA agrees to comply with the reporting form requirements referenced in Health and Safety Code section 25249.7(f). The Parties further acknowledge that, pursuant to Health and Safety Code section 25249.7(f), a noticed motion is required to obtain judicial approval of the settlement, which motion EHA shall draft and file. In furtherance of obtaining such approval, the Parties agree to mutually employ their reasonable best efforts, including those of their counsel, to support the entry of this agreement as judgment, and to obtain judicial approval of their settlement in a timely manner. For purposes of this Section, "best efforts" shall include, at a minimum, supporting the motion for approval, responding to any objection that any third-party may make, and appearing at the hearing before the Court if so requested.

12. MODIFICATION

- 12.1 This Consent Judgment may be modified by: (i) a written agreement of the Parties and entry of a modified consent judgment thereon by the Court; or (ii) a successful motion or application of any Party, and the entry of a modified consent judgment thereon by the Court. A motion or application shall not be filed without a meet and confer period that shall not be shorter than thirty days.
- 12.2 **Other EHA Settlements**. Kingdom Animalia may move to modify this Consent Judgment to substitute a higher DEA reformulation level that EHA agrees to in a future consent judgment applicable to products substantially similar to the Covered Products, and EHA agrees not to oppose any such motion except for good cause shown.
- 12.3 **Court Decision Regarding Similar Products**. If a court of competent jurisdiction renders a final judgment that one or more products that are substantially similar to the Covered Products do not require a warning for DEA under Proposition 65, Kingdom Animalia may move to modify this

Consent Judgment to conform to such ruling, and EHA agrees not to oppose any such motion except for good cause shown.

12.4 **Federal Agency Action and Preemption**. If a court of competent jurisdiction or an agency of the federal government, including, but not limited to the U.S. Food and Drug Administration, states through any guidance, regulation, or legally binding act that federal law has preemptive effect on any of the requirements of this Consent Judgment, then Kingdom Animalia may move to modify this Consent Judgment in accordance with the procedure for noticed motions set forth herein to bring it into compliance with or avoid conflict with federal law, and EHA agrees not to oppose any such motion except for good cause shown.

13. **AUTHORIZATION**

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

14. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES

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

15. ENTIRE AGREEMENT

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

1	AGREED TO:	AGREED TO:
2	Date:	Date: Jun 9, 2025
3456	By:	By: Alicia Chevalier KINGDOM ANIMALIA, LLC
678	IT IS SO ORDERED.	
9	Date:	
10		JUDGE OF THE SUPERIOR COURT
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Reserved for Clerk's File Stamp SUPERIOR COURT OF CALIFORNIA **COUNTY OF ALAMEDA FILED** COURTHOUSE ADDRESS: Superior Court of California Rene C. Davidson Courthouse County of Alameda 1225 Fallon Street, Oakland, CA 94612 10/13/2025 PLAINTIFF/PETITIONER: Chad Finke, Executive Afficer/Clerk of the Court Environmental Health Advocates, Inc. Deputy P. Bir DEFENDANT/RESPONDENT: Kingdom Animalia, LLC, a California limited liability company et al CASE NUMBER: CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL 25CV106799 **PROCEDURE 1010.6**

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 Judgment 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.

Noam Glick Entorno Law, LLP noam@entornolaw.com

Dated: 10/13/2025

Will Wagner GREENBERG TRAURIG, LLP will.wagner@gtlaw.com

Chad Finke, Executive Officer / Clerk of the Court

By:

P. Bir, Deputy Clerk