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Attorneys for Plaintiff,
 ENVIRONMENTAL HEALTH ADVOCATES, INC.

FILED
 Superior Court of California
 County of Alameda
 11/06/2025
 Chad Flake, Executive Officer/Clerk of the Court
 By: Kate Clarke Deputy
 K. Clarke

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 IN AND FOR THE COUNTY OF ALAMEDA**

ENVIRONMENTAL HEALTH ADVOCATES,
 INC.,

Plaintiff,

v.

CRESCENT DISTRIBUTIONS NC LLC, a
 North Carolina limited liability company; and
 DOES 1 through 100, inclusive,

Defendants.

Case No.: 25CV122852
Reservation ID: 769165463585

**~~PROPOSED~~ JUDGMENT
 PURSUANT TO TERMS OF
 PROPOSITION 65 SETTLEMENT
 AND CONSENT JUDGMENT AS TO
 DEFENDANT CRESCENT
 DISTRIBUTIONS NC, LLC**

Date: October 23, 2025
Time: 2:30 p.m.
Dept.: 512
Judge: Hon. Elizabeth Riles

Case Filed: May 14, 2025
Trial Date: None set.

1 Plaintiff Environmental Health Advocates, Inc. and Defendant Crescent Distributions NC,
2 LLC (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 (“Consent Judgment”). This
4 Court 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.**

13
14
15 Dated: 11/06/2025



Hon. Elizabeth Riles
JUDGE OF THE SUPERIOR COURT
Elizabeth Riles / Judge

EXHIBIT A

ENTORNO LAW, LLP

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Attorneys for Plaintiff

Environmental Health Advocates, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

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ENVIRONMENTAL HEALTH
ADVOCATES, INC.,

Plaintiff,

v.

CRESCENT DISTRIBUTIONS NC LLC, a
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DOES 1 through 100, inclusive,

Defendants.

Case No. 25 CV 122852

~~[PROPOSED]~~ CONSENT JUDGMENT

(Health & Safety Code § 25249.6 *et seq.* and
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 Crescent Distributions NC, LLC ("Defendant" or "Crescent Distributions")
5 with EHA and Crescent Distributions each individually referred to as a "Party" and collectively referred
6 to as the "Parties."

7 **1.2 Plaintiff**

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

11 **1.3 Defendant**

12 Crescent Distributions employs ten or more individuals and for purposes of this Consent
13 Judgment only, is a "person in the course of doing business" for purposes of the Safe Drinking Water
14 and Toxic Enforcement Act of 1986, Health and Safety Code section 25249.6 et seq. ("Proposition
15 65").

16 **1.4 General Allegations**

17 EHA alleges that Crescent Distributions manufactures, imports, sells, and distributes for sale
18 Crescent 9 Tropical THC Seltzer that contains Δ^9 - Tetrahydrocannabinol (also known as "Delta-9-
19 THC" or "THC"). EHA further alleges that Crescent Distributions does so without providing a
20 sufficient health hazard warning as required by Proposition 65 and related regulations. Crescent
21 Distributions denies these allegations and asserts that its products are safe and in compliance with all
22 applicable laws, rules and regulations.

23 **1.5 Notice of Violation**

24 On or around January 10, 2025, EHA served Defendant Crescent Distributions, Crescent
25 Distributions, LLC, the California Attorney General, and all other required public enforcement
26 agencies with a 60-Day Notice of Violation of Proposition 65 ("Notice"). The Notice alleged that
27 Crescent Distributions had violated Proposition 65 by failing to sufficiently warn consumers in
28 California of the health hazards associated with exposures to Δ^9 - Tetrahydrocannabinol (also known

as “Delta-9-THC” or “THC”) contained in THC-infused seltzers products, including but not limited to Crescent 9 Tropical THC Seltzer manufactured or processed by Crescent Distributions that allegedly contain THC and are imported, sold, shipped, delivered, or distributed for sale to consumers in California by Releasees (as defined in section 4.1).

No public enforcer has commenced or is otherwise prosecuting an action to enforce the violations alleged in the Notice.

1.6 Product Description

The products covered by this Consent Judgment are THC-infused seltzer products, including but not limited to Crescent 9 Tropical THC Seltzer manufactured or processed by Crescent Distributions that allegedly contain THC and are imported, sold, shipped, delivered, or distributed for sale to consumers in California by Releasees (as defined in section 4.1) (“Covered Products”).

1.7 State of the Pleadings

On or around May 14, 2025, EHA filed a Complaint against Crescent Distributions for the alleged violations of Proposition 65 that are the subject of the Notice (“Complaint”).

1.8 No Admission

Crescent Distributions 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. Nothing in this Consent Judgment shall be construed as an admission 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 of any fact, finding, conclusion of law, issue of law, or violation of law. This Section shall not, however, diminish or otherwise affect Crescent Distributions' 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 Crescent Distributions 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, as discussed in Section 5.

2. INJUNCTIVE RELIEF

2.1 Clear and Reasonable Warnings

Commencing on the Effective Date, Crescent Distributions agrees any Covered Products distributed or directly sold in California by Crescent Distributions on or after the Effective Date, shall contain a “clear and reasonable” Proposition 65 warning, within the meaning of Section 25249.6 of the Act. Crescent Distributions agrees that each warning shall be prominently placed with such conspicuousness, as compared with other 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 the consumer or user understands to which specific Covered Products the warning applies so as to minimize the risk of consumer confusion.

For purposes of this Settlement Agreement, pursuant to Cal. Code Regs. Tit. 27, § 25607.40, a clear and reasonable warning for the Covered Products shall consist of a product-specific warning via one or more of the following methods: (1) A posted sign, shelf tag, or shelf sign for the consumer product at each point of display of the product; (2) Any electronic device or process that automatically provides the warning to the purchaser (not applicable to internet purchases, which are subject to the provisions of Cal. Code Regs. Tit. 27, § 25602(b)); or (3) A warning directly affixed to the product’s label or tag. Pursuant to Cal. Code Regs. Tit. 27, § 25607.41, the warning shall appear as follows:

⚠ WARNING:” [or] “CA WARNING:” [or] “CALIFORNIA WARNING:” Consuming this product during pregnancy exposes your child to delta-9-THC, which can affect your child’s behavior and learning ability. For more information go to www.P65Warnings.ca.gov/cannabis.

The triangle symbol 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.” Where a sign, labeling, or label as defined in Section 25600.1 is used to provide

1 a warning that includes consumer information about a product in a language other than English, the
2 warning must also be provided in that language in addition to English.

3 As set forth in Cal. Code Regs. Tit. 27, § 25602(b), to the extent Covered Products are
4 sold online, a warning that complies with the content requirements of Cal. Code Regs Tit. 27, §
5 25607.41 must be provided via of the following methods: (1) A warning on the product display page;
6 (2) A clearly marked hyperlink using the word “WARNING” or the words “CA WARNING” or
7 “CALIFORNIA WARNING” on the product display page that links to the warning; or (3) An otherwise
8 prominently displayed warning provided to the purchaser prior to completing the purchase. For
9 purposes of this section, a warning is not prominently displayed if the purchaser must search for it in
10 the general content of the website. These requirements extend to any websites under the exclusive
11 control of Crescent Distributions where Covered Products are sold into California. In addition, to the
12 extent Covered Products are sold into California through websites not controlled by Crescent, Crescent
13 may provide a warning as provided in Cal. Code Regs. Tit. 27, § 25600.2(b).

14 There shall be no obligation for Crescent Distributions to provide a warning for Covered
15 Products that entered the stream of commerce prior to the Effective Date, and the Section 4 release
16 applies to all such Covered Products.

17 (i) Changes in Warning Regulations or Statutes

18 In the event that the Office of Environmental Health Hazard Assessment promulgates
19 one or more regulations requiring or permitting Proposition 65 warning text and/or methods of
20 transmission applicable to the Covered Products and the chemical at issue, which are different than
21 those set forth above, Crescent Distributions shall be entitled to use, at its discretion, such other warning
22 text and/or method of transmission without being deemed in breach of this Agreement. If regulations
23 or legislation are enacted providing that Proposition 65 warnings as to Δ^9 - Tetrahydrocannabinol (also
24 known as “Delta-9-THC” or “THC”) in this product are no longer required, Defendant may move for
25 modification of the agreement pursuant to the modification provision in Section 12.

26 **2.2 Sell-Through Period**

27 Notwithstanding anything else in this Consent Judgment, Covered Products that are
28 manufactured, packaged, or put into commerce on or before the date this Agreement is executed shall

be subject to the release of liability pursuant to this Consent Judgment, without regard to when such Covered Products were, or are in the future, distributed or sold to customers. As a result, the obligations of Crescent Distributions, or any Releasees (if applicable), stated in this Section 2 do not apply to Covered Products manufactured, packaged, or put into commerce between the date this Agreement is executed and the Effective Date. For the avoidance of doubt, Covered Products put into commerce specifically include, but are not limited to, Covered Products in the process of manufacturing, packaging, labeling or shipping.

3. MONETARY SETTLEMENT TERMS

3.1 Settlement Amount

Crescent Distributions shall pay fifty thousand dollars (\$50,000.00) 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 dollars (\$5,000.00) pursuant to Health and Safety Code section 25249.7(b) and attorneys' fees and costs in the amount of forty-five thousand dollars (\$45,000.00) 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 dollars (\$5,000.00) in civil penalties shall be paid as follows:

- One payment of \$3,750.00 to OEHHA, due 21 (twenty-one) days after the date the Court approves EHA's motion to approve this Consent Judgment.
- One payment of \$1,250.00 to EHA, due 21 (twenty-one) days after the Effective date.

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

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

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

For United States Postal Service Delivery:

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

For Federal Express 2-Day Delivery:

Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
1001 I Street
Sacramento, CA 95814

Crescent Distributions agrees to provide EHA's counsel with a copy of the check payable to OEHHHA, simultaneous with its penalty payment to EHA.

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 twenty-one (21) days of the date the Court approves EHA's motion to approve this Consent Judgment or within 21 days of Plaintiff's counsel providing a completed IRS 1099, W-9, or other tax forms as required, whichever is later.

3.3 Attorney's 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 Crescent Distributions' attention, as well as litigating and negotiating a settlement in the public interest.

Crescent Distributions 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 Crescent Distributions' discretion, as follows: forty-five thousand dollars (\$45,000.00) in Attorney's Fees and Costs shall be paid as the following two payments.

- One payment of \$40,000.00, due twenty-one (21) days after the date the Court approves EHA's motion to approve this Consent Judgment.
- One payment of \$5,000.00, due thirty (30) days after the date the Court approves EHA's motion to approve this Consent Judgment.

If the 1st payment is timely paid by Crescent, EHA agrees to waive the 2nd payment, in which event Crescent's portion of the Settlement Amount attributable to Attorneys' Fees and costs will total forty thousand dollars (\$40,000.00).

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

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 Crescent Distributions, and its parents, subsidiaries, affiliated entities under common ownership or control, 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 all upstream producers, manufacturers, vendors, and suppliers, all downstream distributors, wholesalers, customers, retailers (including but not limited to Crescent Distributions NC, LLC and Crescent Distributions, Inc. and any entity doing business as Crescent Canna), and marketplaces franchisees, franchisors, cooperative members, suppliers, licensees, and licensors, and all of the foregoing entities' affiliated entities, owners, directors, officers, agents, principals, employees, attorneys, insurers, accountants, representatives, predecessors, successors, and assigns (collectively referred to as the "Releasees") from all claims for violations of Proposition 65 based on alleged or actual exposure to THC from Covered Products placed into commerce up through the Effective Date. Compliance with the terms of this Consent Judgment constitutes compliance with Proposition 65 with respect to exposures to THC 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 Crescent Distributions and/or Releasees for failure to comply

with Proposition 65 for alleged exposure to THC from Covered Products. This release does not extend to any third-party retailers selling the product on a website who, after receiving instruction from Crescent Distributions 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 Crescent Distributions and/or 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 exposures to THC in Covered Products manufactured, imported, sold, or distributed by Crescent Distributions before the Effective Date.

4.3 Crescent Distributions' Release of EHA

Crescent Distributions 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 Crescent Distributions or for which Crescent Distributions bears legal responsibility other than those that are fully resolved by this Consent Judgment.

5. COURT APPROVAL

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. SEVERABILITY

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 THC 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 THC in Covered Products or Covered Products substantially similar to Covered Products, then Crescent Distributions may seek relief from the injunctive 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. ENFORCEMENT

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 Crescent Distributions:

Joe Gerrity, President
Crescent Distributions, Inc.
4505 Magazine Street
New Orleans, LA 70115

With copies to:

Wesley A. Garten, Attorney At Law
Garten Law, LLC
217 N. Telemachus St.
New Orleans, LA 70119
wesley@gartenlawllc.com

If to EHA:

Noam Glick
Entorno Law, LLP
225 Broadway, Suite 2100
San Diego, CA 92101
noam@entornolaw.com

and

Peter McGaw
Buchalter
425 Market Street, Suite 2900
San Francisco, CA 94105
pmcgaw@buchalter.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. COUNTERPARTS; DIGITAL SIGNATURES

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. Each party shall bear its own costs and attorneys’ fees incurred seeking judicial approval of this settlement.

12. MODIFICATION

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.

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.

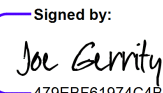
AGREED TO:

AGREED TO:

Date: 7/31/25

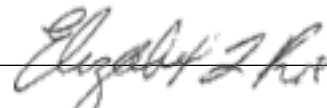
Date: 7/31/2025

By: 
ENVIRONMENTAL HEALTH
ADVOCATES, INC.

Signed by:

479EBF61974C4B0...
CRESCENT DISTRIBUTIONS NC, LLC

IT IS SO ORDERED.

Date: 11/06/2025


JUDGE OF THE SUPERIOR COURT
Elizabeth Riles / Judge

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Hayward Hall of Justice 24405 Amador Street, Hayward, CA 94544	FILED Superior Court of California County of Alameda 11/06/2025
PLAINTIFF/PETITIONER: Environmental Health Advocates, Inc.	Chad Finke, Executive Officer / Clerk of the Court By: <u>Kate Clarke</u> Deputy
DEFENDANT/RESPONDENT: Crescent Distributions NC LLC, a North Carolina limited liability company et al	K. Clarke
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 25CV122852

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

PETER W. MCGAW
pmcgaw@buchalter.com

Dated: 11/06/2025

Chad Finke, Executive Officer / Clerk of the Court

By:

Kate Clarke

K. Clarke, Deputy Clerk