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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL  
HEALTH, a non-profit corporation,

Plaintiff,

v.

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

Defendants.

Case No. RG-19-047748

**[PROPOSED] CONSENT JUDGMENT AS  
TO SUJA LIFE, LLC**

1       **1.       INTRODUCTION**

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

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

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

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

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

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

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

## 7 **2. DEFINITIONS**

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

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

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

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

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

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

## 20 **3. INJUNCTIVE RELIEF**

21           3.1       **Compliance of Covered Products.** As of the Effective Date, Settling  
22 Defendant shall not sell or offer for sale a Covered Product that will be sold or offered for sale to  
23 California consumers that was manufactured on or after the Effective Date if that Covered Product  
24 contains more than 0.5% Alcohol by volume as measured at any time between the production date  
25 and the Expiration Date of the Covered Product.

26           3.2       **Testing.** In order to ensure that the Covered Products meet the  
27 Compliance Level, Settling Defendant shall conduct random testing of Covered Products from its  
28 production facility and take the follow-up actions described in this section (“Validation Testing”).

1                   3.2.1       Covered Products To Be Tested. Validation Testing shall be performed  
2 on a quarterly basis for each Type of Covered Product Settling Defendant manufactures or arranges  
3 to be manufactured on or after the Effective Date. Such Validation Testing shall be performed on  
4 samples drawn randomly from single production lots of each Type of Covered Product  
5 manufactured during that quarter. Two (2) samples of each Type of Covered Product shall be tested  
6 at the beginning and end of the Covered Product’s shelf-life, extending from a Covered Product’s  
7 manufacturing date to its Expiration Date (the “Testing Period”). If no Covered Product is  
8 manufactured or arranged to be manufactured by Settling Defendant on or after the Effective Date,  
9 no Validation Testing is required.

10                   3.2.2       Methods of Testing. Settling Defendant shall conduct Validation Testing  
11 pursuant to one of the following methods: (1) Ethanol Analysis by Headspace Gas Chromatography  
12 with Mass Spectroscopy Detection; (2) Ethanol Analysis by Headspace Gas Chromatography with  
13 Flame Ionization Detector (AOAC 2016.12), or any other testing method agreed upon by the  
14 Parties.

15                   3.2.3       Laboratories Conducting Validation Testing. Any Validation Testing  
16 shall be performed by an independent, accredited third party laboratory or an in-house laboratory  
17 that has been certified by an independent third party or otherwise agreed to by the Parties.

18                   3.2.4       Duration of Testing. In the event the Validation Testing demonstrates the  
19 Covered Products do not exceed the Compliance Level for six (6) continuous quarters in which the  
20 production of a Type of Covered Product has occurred, the Settling Defendant may send written  
21 notice to CEH and thereafter cease Validation Testing for that Type of Covered Product; provided  
22 however, if there is a material change in the product ingredients, formula or manufacturing process  
23 that is reasonably likely to cause the Alcohol by volume in the product to exceed the Compliance  
24 Level, then Settling Defendant shall arrange for testing for a minimum of three (3) consecutive  
25 production quarters after that change.

26                   3.2.5       Products Not Subject to Testing. The Validation Testing requirements  
27 shall not apply to any Type of Covered Product for which CEH and Settling Defendant agree in  
28 writing that such requirements shall not apply.

1                   3.2.6       Covered Products That Exceed Compliance Level. If the Validation  
2 Testing result indicates that any of the tests for a Type of a Covered Product exceeds the  
3 Compliance Level, Settling Defendant shall ensure that all Covered Products from the same  
4 production lot as those from which the sample of the Covered Product(s) that exceeded the  
5 Compliance Level were drawn will not be sold or offered for sale to California consumers. In  
6 addition, Settling Defendant will test samples of Covered Products from other lots of the same Type  
7 of Covered Product produced in the same calendar quarter. Should the samples of the additional  
8 testing exceed the Compliance Level, Settling Defendant shall ensure that all Covered Products  
9 from the same production lot as those from which the sample of the Covered Product(s) that  
10 exceeded the Compliance Level were drawn will not be sold or offered for sale to California  
11 consumers.

12                   3.2.7       Records. The testing reports and results of the Validation Testing  
13 performed pursuant to this Consent Judgment shall be retained by Settling Defendant for three (3)  
14 years and made available to CEH upon reasonable request, but no more than twice per year.

15 **4. ENFORCEMENT**

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

21           4.2       **Enforcement of Compliance Level**

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

27                   4.2.2       Service of Notice of Violation and Supporting Documentation

1                   4.2.2.1 The Notice of Violation shall be sent to the person(s) identified in  
2 Section 8.2 to receive notices for Settling Defendant, and must be served within sixty (60) days of  
3 the later of the date the Covered Product at issue was purchased or otherwise acquired by CEH,  
4 provided, however, that CEH may have up to an additional thirty (30) days to send the Notice of  
5 Violation if, notwithstanding CEH's good faith efforts, the test data required by Section 4.2.2.2  
6 below cannot be obtained by CEH from the independent, accredited laboratory before expiration of  
7 the initial sixty (60) day period.

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

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

1                   4.2.3.1 Upon receipt of a Notice of Violation, Settling Defendant may  
2 provide CEH with test data showing Alcohol measured in the same Type of Covered Product  
3 manufactured in the same calendar quarter that corresponds to the Expiration Date shown on the  
4 label of the Covered Product which is the subject of the Notice of Violation. If the results of such  
5 testing show that the Compliance Level of the Covered Product has not been exceeded throughout  
6 the Testing Period, then any exceedance of the Alcohol by volume shall be deemed to be  
7 attributable to the improper storage of the product after Settling Defendant manufactured, bottled  
8 and distributed the Covered Product and Settling Defendant shall inform the distributor and/or  
9 retailer responsible for the particular Covered Product regarding the issue and proper storage and  
10 handling for the Covered Products. CEH shall promptly withdraw the Notice of Violation and the  
11 result shall be as if CEH never issued any such Notice of Violation.

12                   4.2.4 In no case shall CEH issue more than one Notice of Violation per  
13 manufacturing lot of a Covered Product, nor shall CEH issue more than two Notices of Violation in  
14 the first year following the Effective Date.

15                   4.2.4.1 If the Notice of Violation received by Settling Defendant under  
16 Section 4.2.1 was not withdrawn, then Settling Defendant shall pay the following amounts  
17 depending on the number of Notices of Violation received to date:

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

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

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

1 (d) If Settling Defendant has received more than four (4) Notices  
2 of Violation within one calendar year under Section 4.2.1 that were not withdrawn, then Settling  
3 Defendant shall pay \$20,000 for each subsequent Notice of Violation beyond the fourth Notice of  
4 Violation. In no case shall Settling Defendant be obligated to pay more than \$75,000 for all Notices  
5 of Violation in any calendar year irrespective of the total number of Notices of Violation issued.

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

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

## 26 **5. PAYMENTS**

27 5.1 **Payments by Settling Defendant.** Within fifteen (15) calendar days of  
28 the Effective Date, Settling Defendant shall pay the total sum of \$45,000 as a settlement payment as



1 further set forth in this Section.

2                   **5.2 Allocation of Payments.** The total settlement amount for Settling  
3 Defendant shall be paid in five (5) separate checks in the amounts specified below and delivered as  
4 set forth below. Any failure by Settling Defendant to comply with the payment terms herein shall  
5 be subject to a joint and several stipulated late fee to be paid by Settling Defendant in the amount of  
6 \$100 for each day the full payment is not received after the applicable payment due date set forth in  
7 Section 5.1. The late fees required under this Section shall be recoverable, together with reasonable  
8 attorneys' fees, in an enforcement proceeding brought pursuant to Section 4 of this Consent  
9 Judgment. The funds paid by Settling Defendant shall be allocated as set forth below between the  
10 following categories and made payable as follows:

11                   5.2.1     \$5,800 as a civil penalty pursuant to Health & Safety Code § 25249.7(b).  
12 The civil penalty payment shall be apportioned in accordance with Health & Safety Code §  
13 25249.12 (25% to CEH and 75% to the State of California's Office of Environmental Health  
14 Hazard Assessment ("OEHHA")). Accordingly, the OEHHA portion of the civil penalty payment  
15 for \$4,350 shall be made payable to OEHHA and associated with taxpayer identification number  
16 68-0284486. This payment shall be delivered as follows:

17                   For United States Postal Service Delivery:

18                                   Attn: Mike Gyurics  
19                                   Fiscal Operations Branch Chief  
20                                   Office of Environmental Health Hazard Assessment  
21                                   P.O. Box 4010, MS #19B  
22                                   Sacramento, CA 95812-4010

23                   For Non-United States Postal Service Delivery:

24                                   Attn: Mike Gyurics  
25                                   Fiscal Operations Branch Chief  
26                                   Office of Environmental Health Hazard Assessment  
27                                   1001 I Street, MS #19B  
28                                   Sacramento, CA 95814

The CEH portion of the civil penalty payment for \$1,450 shall be made payable to the Center for  
Environmental Health and associated with taxpayer identification number 94-3251981. This  
payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA

1 94117.

2 5.2.2 \$4,200 as an Additional Settlement Payment (“ASP”) to CEH pursuant  
3 to Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3204. CEH  
4 intends to place these funds in CEH’s Toxics in Food Fund, which is used to support CEH programs  
5 and activities that seek to educate the public about alcohol and other toxic chemicals in food, to  
6 work with the food industry and agriculture interests to reduce exposure to alcohol and other toxic  
7 chemicals in food, and to thereby reduce the public health impacts and risks of exposure to  
8 acrylamide and other toxic chemicals in food sold in California. CEH shall obtain and maintain  
9 adequate records to document that ASPs are spent on these activities and CEH agrees to provide  
10 such documentation to the Attorney General within thirty (30) days of any request from the  
11 Attorney General. The payment pursuant to this Section shall be made payable to the Center for  
12 Environmental Health and associated with taxpayer identification number 94-3251981. This  
13 payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA  
14 94117.

15 5.2.3 \$35,00 as a reimbursement of a portion of CEH’s reasonable attorneys’  
16 fees and costs. The attorneys’ fees and cost reimbursement shall be made in two separate checks as  
17 follows: (a) \$29,000 payable to the Lexington Law Group and associated with taxpayer  
18 identification number 94-3317175; and (b) \$6,000 payable to the Center for Environmental Health  
19 and associated with taxpayer identification number 94-3251981. Both of these payments shall be  
20 delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

21 5.2.4 To summarize, Settling Defendant shall deliver checks made out to the  
22 payees and in the amounts set forth below:  
23  
24

<b>Payee</b>	<b>Type</b>	<b>Amount</b>	<b>Deliver To</b>
OEHHA	Penalty	\$4,350	OEHHA per Section 5.2.1

Center For Environmental Health	Penalty	\$1,450	LLG
Center For Environmental Health	ASP	\$4,200	LLG
Lexington Law Group	Fee and Cost	\$29,000	LLG
Center For Environmental Health	Fee and Cost	\$6,000	LLG

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

**6. MODIFICATION AND DISPUTE RESOLUTION**

6.1 **Modification.** This Consent Judgment may be modified from time to time by express written agreement of the Parties, with the approval of the Court, or by an order of this Court upon motion and in accordance with law. The Parties agree that if Proposition 65 or its implementing regulations (including but not limited to any “safe harbor” set forth in the regulations, or any “alternative risk level” adopted by regulation or court decision) are amended from their terms as they exist on the date of entry of this Consent Judgment in a manner that impacts the 0.5% ABV set forth herein, or if OEHHA takes some other final regulatory action pertaining to the Covered Products in a manner that impacts the 0.5% ABV level, or that determines that warnings are not required on kombucha or similar products, or 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 final decision, guidance, regulation or legally binding act that federal law has preemptive effect on any of the requirements of this Consent Judgment, then Settling Defendant may seek to modify or terminate this Consent Judgment. The Parties recognize that the injunctive

1 relief provisions set forth herein are based on a compromise of a number of issues, and that  
2 potential changes to warning requirements related to Alcohol as described above would not  
3 necessarily entitle a Party to a modification of the terms of this Consent Judgment.

4           **6.2 Notice; Meet and Confer.** Any Party seeking to modify this Consent  
5 Judgment shall attempt in good faith to meet and confer with the other Party prior to filing a motion  
6 to modify or terminate the Consent Judgment.

7           **6.3 Other Settlements.** CEH may enter into agreements with other entities  
8 that manufacture, distribute, and/or sell kombucha. Should Settling Defendant determine that the  
9 injunctive relief set forth in any such Consent Judgment is less stringent than that set forth in  
10 Section 3, after meeting and conferring with CEH pursuant to Section 6.2 above, Settling Defendant  
11 may move for a modification of this Consent Judgment to substitute any less stringent injunctive  
12 relief provisions, and CEH agrees not to oppose any such motion except for good cause shown.

## 13 **7. CLAIMS COVERED AND RELEASE**

14           **7.1** This Consent Judgment is a full, final and binding resolution between  
15 CEH on behalf of itself and the public interest and Settling Defendant and Settling Defendant's  
16 parents, subsidiaries, affiliated entities that are under common ownership, directors, officers,  
17 employees, agents, shareholders, successors, assigns, and attorneys ("Defendant Releasees"), and  
18 all entities to which Settling Defendant directly or indirectly distributes or sells Covered Products,  
19 including but not limited to distributors, wholesalers, customers, retailers, franchisees, licensors and  
20 licensees ("Downstream Defendant Releasees"), of any violation of Proposition 65 based on failure  
21 to warn about alleged exposure to Alcohol contained in Covered Products that were sold, distributed  
22 or offered for sale by Settling Defendant prior to the Effective Date.

23           **7.2** CEH, for itself, its agents, successors and assigns, releases, waives, and  
24 forever discharges any and all claims against Settling Defendant, Defendant Releasees, and  
25 Downstream Defendant Releasees arising from any violation of Proposition 65 or any other  
26 statutory or common law claims that have been or could have been asserted by CEH individually or  
27 in the public interest regarding the failure to warn about exposure to Alcohol arising in connection  
28 with Covered Products manufactured by or for Settling Defendant prior to the Effective Date.

1                   7.3           Compliance with the terms of this Consent Judgment by Settling  
2 Defendant shall constitute compliance with Proposition 65 by Settling Defendant, its Defendant  
3 Releasees and its Downstream Defendant Releasees with respect to any alleged failure to warn  
4 about Alcohol in Covered Products manufactured, distributed or sold by Settling Defendant after  
5 the Effective Date.

6       **8.       PROVISION OF NOTICE**

7                   8.1           When CEH is entitled to receive any notice under this Consent Judgment,  
8 the notice shall be sent by first class and electronic mail to:

9                   Mark N. Todzo  
10                  Lexington Law Group  
11                  503 Divisadero Street  
12                  San Francisco, CA 94117  
13                  mtodzo@lexlawgroup.com

14                  8.2           When Settling Defendant is entitled to receive any notice under this  
15 Consent Judgment, the notice shall be sent by first class and electronic mail to:

16                  Deepi Miller  
17                  Greenberg Traurig, LLP  
18                  1201 K Street, Suite 1100  
19                  Sacramento, CA 95814  
20                  millerde@gtlaw.com

21                  8.3           Any Party may modify the person and address to whom the notice is to be  
22 sent by sending the other Party notice by first class and electronic mail.

23       **9.       COURT APPROVAL**

24                  9.1           This Consent Judgment shall become effective as a contract upon the date  
25 signed by CEH and Settling Defendant, whichever is later, provided however, that CEH shall also  
26 prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant shall  
27 support approval of such Motion.

28                  9.2           If this Consent Judgment is not entered by the Court, it shall be of no force  
or effect and shall not be introduced into evidence or otherwise used in any proceeding for any  
purpose.

1       **10.     GOVERNING LAW AND CONSTRUCTION**

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

4       **11.     ATTORNEYS' FEES**

5                   11.1       A Party who unsuccessfully brings or contests an action, motion, or  
6 application arising out of this Consent Judgment shall be required to pay the prevailing Party's  
7 reasonable attorneys' fees and costs.

8                   11.2       Nothing in this Section 11 shall preclude a party from seeking an award of  
9 sanctions pursuant to law.

10       **12.     ENTIRE AGREEMENT**

11                   12.1       This Consent Judgment contains the sole and entire agreement and  
12 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior  
13 discussions, negotiations, commitments, or understandings related thereto, if any, are hereby  
14 merged herein and therein. There are no warranties, representations, or other agreements between  
15 the Parties except as expressly set forth herein. No representations, oral or otherwise, express or  
16 implied, other than those specifically referred to in this Consent Judgment have been made by any  
17 Party hereto. No other agreements not specifically contained or referenced herein, oral or  
18 otherwise, shall be deemed to exist or to bind any of the Parties hereto. Any agreements  
19 specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind  
20 any of the Parties hereto only to the extent that they are expressly incorporated herein. No  
21 supplementation, modification, waiver, or termination of this Consent Judgment shall be binding  
22 unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of  
23 this Consent Judgment shall be deemed or shall constitute a waiver of any of the other provisions  
24 hereof whether or not similar, nor shall such waiver constitute a continuing waiver.

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

26                   13.1       For any report or information that Settling Defendant submits to CEH  
27 pursuant to this Consent Judgment, Settling Defendant may make such a submission subject to the  
28

1 terms of the protective order previously entered in this action and the protective order's terms shall  
2 apply to the report or information as if it were still in effect.

3 **14. RETENTION OF JURISDICTION**

4 14.1 This Court shall retain jurisdiction of this matter to implement or modify  
5 the Consent Judgment.

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

7 15.1 Each signatory to this Consent Judgment certifies that he or she is fully  
8 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into  
9 and execute the Consent Judgment on behalf of the Party represented and legally to bind that Party.

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

11 16.1 Nothing in this Consent Judgment shall preclude CEH from resolving any  
12 claim against an entity that is not a Settling Defendant on terms that are different than those  
13 contained in this Consent Judgment.

14 **17. EXECUTION IN COUNTERPARTS**

15 17.1 The stipulations to this Consent Judgment may be executed in counterparts  
16 and by means of facsimile or portable document format (pdf), which taken together shall be deemed  
17 to constitute one document.

18  
19 **IT IS SO ORDERED, ADJUDGED, AND**  
20 **DECREED:**

21  
22  
23 Dated: \_\_\_\_\_, 2020

24 \_\_\_\_\_  
25 Judge of the Superior Court of the State of California  
26  
27  
28

1 **IT IS SO STIPULATED:**

2 Dated: January 29, 2020

**CENTER FOR ENVIRONMENTAL HEALTH**



5 \_\_\_\_\_  
Michael Green  
Chief Executive Officer

7 Dated: January 28, 2020

**SUJA LIFE, LLC**



10 \_\_\_\_\_  
Signature

12 \_\_\_\_\_  
Heather Thomaselli

Printed Name

14 \_\_\_\_\_  
CAO

Title