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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 HEALTH-ADE, 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 Health-Ade, 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 2.7 “Reformulation Deadline” means July 1, 2021.

21 **3. INJUNCTIVE RELIEF**

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

27 3.2 **Testing.** In order to ensure that the Covered Products meet the  
28 Compliance Level, Settling Defendant shall conduct random testing of Covered Products from its

1 production facility and take the follow-up actions described in this section (“ABV Validation  
2 Testing”).

3           3.2.1       Covered Products To Be Tested. Validation Testing shall be performed  
4 on a quarterly basis for each of the top three (3) selling Types of Covered Product based on prior  
5 12-week period sales and three (3) additional Types of Covered Products (“Test Flavors”) such that  
6 all Types of Covered Products are tested at least once within five (5) quarters of the Reformulation  
7 Deadline. Such Validation Testing shall be performed on samples retained from production lots of  
8 the Test Flavors. Two (2) samples of each of the Test Flavors shall be tested at the beginning and  
9 within 45 days of the end of the Covered Product’s shelf-life, extending from a Covered Product’s  
10 manufacturing date to its Expiration Date (the “Testing Period”).

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

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

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

27           3.2.5       Covered Products That Exceed Compliance Level. If the Validation  
28 Testing result indicates that any of the tests for a Type of a Covered Product exceeds the

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

10 3.2.6 Records. The testing reports and results of the Validation Testing  
11 performed pursuant to this Consent Judgment shall be retained by Settling Defendant for three (3)  
12 year and made available to CEH upon reasonable request, but no more than twice per year.

#### 13 **4. ENFORCEMENT**

14 4.1 CEH may, by motion or application for an order to show cause before the Superior  
15 Court of the County of Alameda, enforce the terms and conditions contained in this Consent  
16 Judgment. Any action to enforce alleged violations of Section 3 by Settling Defendant shall be  
17 brought exclusively pursuant to this Section 4, and subject to any applicable meet and confer  
18 requirements below.

#### 19 4.2 **Enforcement of Compliance Level**

20 4.2.1 Notice of Violation. In the event that CEH purchases a Covered Product  
21 in California that was sold or offered for sale by Settling Defendant with a best-by or sell-by (or  
22 equivalent) date of more than one year after the Effective Date, and for which CEH has laboratory  
23 test results showing that the Covered Product exceeds the Compliance Level, CEH may issue a  
24 Notice of Violation pursuant to this Section.

#### 25 4.2.2 Service of Notice of Violation and Supporting Documentation

26 4.2.2.1 The Notice of Violation shall be sent to the person(s) identified in  
27 Section 8.2 to receive notices for Settling Defendant, and must be served within sixty (60) days of  
28 the later of the date the Covered Product at issue was purchased or otherwise acquired by CEH,

1 provided, however, that CEH may have up to an additional thirty (30) days to send the Notice of  
2 Violation if, notwithstanding CEH's good faith efforts, the test data required by Section 4.2.2.2  
3 below cannot be obtained by CEH from the independent, accredited laboratory before expiration of  
4 the initial sixty (60) day period.

5 4.2.2.2 The Notice of Violation shall, at a minimum, set forth (a) the date the  
6 Covered Product was purchased, (b) the location at which the Covered Product was purchased, (c) a  
7 description of the Covered Product giving rise to the alleged violation, including its name, the name  
8 and address of the retail entity from which the sample was obtained, and pictures of the product  
9 packaging from all sides, which identifies the product lot (by means of Expiration Date), and (d) all  
10 test data obtained by CEH regarding the Covered Product and supporting documentation sufficient  
11 for validation of the test results, including any laboratory reports, quality assurance reports, and  
12 quality control reports associated with testing of the Covered Products.

13 4.2.3 Meet and Confer. If the Settling Defendant disputes a Notice of Violation,  
14 CEH and Settling Defendant shall meet and confer to attempt to resolve their dispute informally.  
15 CEH shall consider the following factors in determining whether to pursue the Notice of Violation:  
16 (1) whether Settling Defendant can demonstrate with test data that the alcohol by volume in the  
17 Type of noticed Covered Product did not exceed the Compliance Level at the time of bottling; (2)  
18 whether the alleged exceedance in the noticed Covered Product was the result of circumstances out  
19 of Settling Defendant's control, including but not limited to temperature abuse occurring after the  
20 Covered Product left the Settling Defendant's facility; (3) whether the alleged exceedance is the  
21 result of an unexpected deviation from the Settling Defendant's standard operating procedures; and  
22 (4) any remedial measures undertaken by Settling Defendant to address a deviation from Settling  
23 Defendant's standard operating procedures At any time and for any reason, CEH may withdraw a  
24 Notice of Violation, in which case the result shall be as if CEH never issued any such Notice of  
25 Violation. CEH may not unreasonably withhold time to meet and confer under this section.

26 4.2.3.1 Upon receipt of a Notice of Violation, Settling Defendant may  
27 provide CEH with test data showing Alcohol measured in the same Type of Covered Product  
28 manufactured in the same calendar quarter that corresponds to the Expiration Date shown on the

1 label of the Covered Product which is the subject of the Notice of Violation. If the results of such  
2 testing show that the Compliance Level of the Covered Product has not been exceeded throughout  
3 the Testing Period, then any exceedance of the Alcohol by volume shall be deemed to be  
4 attributable to the improper storage of the product after Settling Defendant manufactured, bottled  
5 and distributed the Covered Product and Settling Defendant shall inform the distributor and/or  
6 retailer responsible for the particular Covered Product regarding the issue and proper storage and  
7 handling for the Covered Products. CEH shall promptly withdraw the Notice of Violation and the  
8 result shall be as if CEH never issued any such Notice of Violation.

9           4.2.4     In no case shall CEH issue more than one Notice of Violation per  
10 manufacturing lot of a Covered Product, nor shall CEH issue more than two Notices of Violation in  
11 the first year following the Effective Date.

12           4.2.4.1   If the Notice of Violation received by Settling Defendant under  
13 Section 4.2.1 was not withdrawn, then Settling Defendant shall pay the following amounts  
14 depending on the number of Notices of Violation received to date:

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

18                   (b)     If the Notice of Violation is the third or fourth 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 \$15,000 for each Notice of Violation.

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

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

3 4.2.5 Payments. Any payments under Section 4.2 shall be made by check  
4 payable to the “Lexington Law Group” and shall be paid within thirty (30) days of service of a  
5 Notice of Election triggering a payment and shall be used as reimbursement for costs for  
6 investigating, preparing, sending, and prosecuting Notices of Violation, and to reimburse attorneys’  
7 fees and costs incurred in connection with these activities. Any remainder shall be allocated  
8 between a civil penalty and an additional settlement payment (“Additional Settlement Payment” or  
9 “ASP”) as follows: 57% to civil penalties and 43% to ASP.

10 4.2.6 Should such attempts at meeting and conferring fail, CEH may file its  
11 enforcement motion or application. In ruling on any motion to enforce the terms of this section, the  
12 Court may, in addition to ordering compliance with the terms of this Judgment, employ such  
13 remedies as necessary to ensure compliance with Proposition 65 including, but not limited to,  
14 requiring Settling Defendant to provide warnings. Should CEH prevail on any motion, application  
15 for an order to show cause, or other proceeding to enforce a violation of this Consent Judgment,  
16 CEH shall be entitled to its reasonable attorneys’ fees and costs incurred as a result of such motion  
17 or application. Should Settling Defendant prevail on any motion application for an order to show  
18 cause, or other proceeding, Settling Defendant may be awarded its reasonable attorneys’ fees and  
19 costs as a result of such motion or application upon a finding by the Court that CEH’s prosecution  
20 of the motion or application lacked substantial justification. For purposes of this Consent  
21 Judgment, the term substantial justification shall carry the same meaning as used in the Civil  
22 Discovery Act of 1986, Code of Civil Procedure §§ 2016, *et seq.*

## 23 **5. PAYMENTS**

24 5.1 **Payments by Settling Defendant.** Settling Defendant shall pay the total  
25 sum of \$115,000 as a settlement payment as further set forth in this Section. The payments are  
26 payable in accordance with the payment schedule set forth as Exhibit A attached hereto.

27 5.2 **Allocation of Payments.** The total settlement amount for Settling  
28 Defendant shall be paid in accordance with the terms set forth on Exhibit A. Any failure by Settling



1 Defendant to comply with the payment terms herein shall be subject to a stipulated late fee to be  
2 paid by Settling Defendant in the amount of \$100 for each day the full payment is not received after  
3 the applicable payment due dated set forth in Exhibit A. The late fees required under this Section  
4 shall be recoverable, together with reasonable attorneys' fees, in an enforcement proceeding  
5 brought pursuant to Section 4 of this Consent Judgment. The funds paid by Settling Defendant shall  
6 be allocated as set forth below between the following categories and made payable as follows:

7                   5.2.1     \$15,608 as a civil penalty pursuant to Health & Safety Code §  
8 25249.7(b). The civil penalty payment shall be apportioned in accordance with Health & Safety  
9 Code § 25249.12 (25% to CEH and 75% to the State of California's Office of Environmental Health  
10 Hazard Assessment ("OEHHA")). Accordingly, the OEHHA portion of the civil penalty payment  
11 for \$11,706 shall be made payable to OEHHA and associated with taxpayer identification number  
12 68-0284486. This payment shall be delivered as follows:

13                   For United States Postal Service Delivery:

14                             Attn: Mike Gyurics

15                             Fiscal Operations Branch Chief  
16                             Office of Environmental Health Hazard Assessment  
17                             P.O. Box 4010, MS #19B  
18                             Sacramento, CA 95812-4010

19                   For Non-United States Postal Service Delivery:

20                             Attn: Mike Gyurics  
21                             Fiscal Operations Branch Chief  
22                             Office of Environmental Health Hazard Assessment  
23                             1001 I Street, MS #19B  
24                             Sacramento, CA 95814

25                   The CEH portion of the civil penalty payment for \$3,902 shall be made  
26 payable to the Center for Environmental Health and associated with taxpayer identification number  
27 94-3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San  
28 Francisco, CA 94117.

5.2.2     \$11,703 as an Additional Settlement Payment ("ASP") to CEH pursuant  
to Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3204. CEH  
intends to place these funds in CEH's Toxics in Food Fund, which is used to support CEH programs

1 and activities that seek to educate the public about alcohol and other toxic chemicals in food, to  
2 work with the food industry and agriculture interests to reduce exposure to alcohol and other toxic  
3 chemicals in food, and to thereby reduce the public health impacts and risks of exposure to  
4 acrylamide and other toxic chemicals in food sold in California. CEH shall obtain and maintain  
5 adequate records to document that ASPs are spent on these activities and CEH agrees to provide  
6 such documentation to the Attorney General within thirty (30) days of any request from the  
7 Attorney General. The payment pursuant to this Section shall be made payable to the Center for  
8 Environmental Health and associated with taxpayer identification number 94-3251981. This  
9 payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA  
10 94117.

11                   5.2.3     \$87,689 as a reimbursement of a portion of CEH’s reasonable attorneys’  
12 fees and costs. The attorneys’ fees and cost reimbursement shall be made in two separate checks as  
13 follows: (a) \$73,833 payable to the Lexington Law Group and associated with taxpayer  
14 identification number 94-3317175; and (b) \$13,856 payable to the Center for Environmental Health  
15 and associated with taxpayer identification number 94-3251981. Both of these payments shall be  
16 delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

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18                   5.2.4     Notwithstanding the provisions of the Enforcement of Judgments Law  
19 and Code of Civil Procedure § 780.160, in the event that Settling Defendant does not comply fully  
20 with its payment obligations under this Section 5, in addition to any other enforcement mechanism  
21 available to CEH, CEH may seek an order requiring Settling Defendant to submit a debtor’s  
22 examination in the Alameda County Superior Court. In the event that Settling Defendant fails to  
23 submit to any such debtor’s examination ordered by the Court, CEH may seek an order holding  
24 Settling Defendant in contempt of Court.

25 **6.        MODIFICATION AND DISPUTE RESOLUTION**

26                   6.1        **Modification.** This Consent Judgment may be modified from time to time  
27 by express written agreement of the Parties, with the approval of the Court, or by an order of this  
28

1 Court upon motion and in accordance with law. The Parties agree that if Proposition 65 or its  
2 implementing regulations (including but not limited to any “safe harbor” set forth in the regulations,  
3 or any “alternative risk level” adopted by regulation or court decision) are amended from their terms  
4 as they exist on the date of entry of this Consent Judgment in a manner that impacts the 0.5% ABV  
5 set forth herein, or if OEHHA takes some other final regulatory action pertaining to the Covered  
6 Products in a manner that impacts the 0.5% ABV level, or that determines that warnings are not  
7 required on kombucha or similar products, or if a court of competent jurisdiction or an agency of  
8 the federal government, including, but not limited to, the U.S. Food and Drug Administration, states  
9 through any final decision, guidance, regulation or legally binding act that federal law has  
10 preemptive effect on any of the requirements of this Consent Judgment, then Settling Defendant  
11 may seek to modify or terminate this Consent Judgment. The Parties recognize that the injunctive  
12 relief provisions set forth herein are based on a compromise of a number of issues, and that  
13 potential changes to warning requirements related to Alcohol as described above would not  
14 necessarily entitle a Party to a modification of the terms of this Consent Judgment.

15           6.2           **Notice; Meet and Confer.** Any Party seeking to modify this Consent  
16 Judgment shall attempt in good faith to meet and confer with the other Party prior to filing a motion  
17 to modify or terminate the Consent Judgment.

18           6.3           **Other Settlements.** CEH may enter into agreements with other entities  
19 that manufacture, distribute, and/or sell kombucha. Should Settling Defendant determine that the  
20 injunctive relief set forth in any such Consent Judgment is less stringent than that set forth in  
21 Section 3, after meeting and conferring with CEH pursuant to Section 6.2 above, Settling Defendant  
22 may move for a modification of this Consent Judgment to substitute any less stringent injunctive  
23 relief provisions, and CEH agrees not to oppose any such motion except for good cause shown.

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

25           7.1           This Consent Judgment is a full, final and binding resolution between  
26 CEH on behalf of itself and the public interest and Settling Defendant and Settling Defendant’s  
27 parents, subsidiaries, affiliated entities that are under common ownership, directors, officers,  
28 employees, agents, shareholders, successors, assigns, and attorneys (“Defendant Releasees”), and

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

6 7.2 CEH, for itself, its agents, successors and assigns, releases, waives, and  
7 forever discharges any and all claims against Settling Defendant, Defendant Releasees, and  
8 Downstream Defendant Releasees arising from any violation of Proposition 65 or any other  
9 statutory or common law claims that have been or could have been asserted by CEH individually or  
10 in the public interest regarding the failure to warn about exposure to Alcohol arising in connection  
11 with Covered Products manufactured by or for Settling Defendant prior to the Reformulation  
12 Deadline.

13 7.3 Compliance with the terms of this Consent Judgment by Settling  
14 Defendant shall constitute compliance with Proposition 65 by Settling Defendant, its Defendant  
15 Releasees and its Downstream Defendant Releasees with respect to any alleged failure to warn  
16 about Alcohol in Covered Products manufactured, distributed or sold by Settling Defendant after  
17 the Effective Date.

18 **8. PROVISION OF NOTICE**

19 8.1 When CEH is entitled to receive any notice under this Consent Judgment,  
20 the notice shall be sent by first class and electronic mail to:

21 Mark N. Todzo  
22 Lexington Law Group  
23 503 Divisadero Street  
24 San Francisco, CA 94117  
25 mtodzo@lexlawgroup.com

26 8.2 When Settling Defendant is entitled to receive any notice under this  
27 Consent Judgment, the notice shall be sent by first class and electronic mail to:

28 Deepi Miller  
Greenberg Traurig, LLP  
1201 K Street, Suite 1100  
Sacramento, CA 95814  
millerde@gtlaw.com

1                   8.3           Any Party may modify the person and address to whom the notice is to be  
2 sent by sending the other Party notice by first class and electronic mail.

3 **9.       COURT APPROVAL**

4                   9.1           This Consent Judgment shall become effective as a contract upon the date  
5 signed by CEH and Settling Defendant, whichever is later, provided however, that CEH shall also  
6 prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant shall  
7 support approval of such Motion.

8                   9.2           If this Consent Judgment is not entered by the Court, it shall be of no force  
9 or effect and shall not be introduced into evidence or otherwise used in any proceeding for any  
10 purpose.

11 **10.     GOVERNING LAW AND CONSTRUCTION**

12                  10.1           The terms of this Consent Judgment shall be governed by the laws of the  
13 State of California.

14 **11.     ATTORNEYS' FEES**

15                  11.1           A Party who unsuccessfully brings or contests an action, motion, or  
16 application arising out of this Consent Judgment shall be required to pay the prevailing Party's  
17 reasonable attorneys' fees and costs.

18                  11.2           Nothing in this Section 11 shall preclude a party from seeking an award of  
19 sanctions pursuant to law.

20 **12.     ENTIRE AGREEMENT**

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

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

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

8 13.1 For any report or information that Settling Defendant submits to CEH  
9 pursuant to this Consent Judgment, Settling Defendant may make such a submission subject to the  
10 terms of the protective order previously entered in this action and the protective order's terms shall  
11 apply to the report or information as if it were still in effect.

12 **14. RETENTION OF JURISDICTION**

13 14.1 This Court shall retain jurisdiction of this matter to implement or modify  
14 the Consent Judgment.

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

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

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

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

23 **17. EXECUTION IN COUNTERPARTS**

24 17.1 The stipulations to this Consent Judgment may be executed in counterparts  
25 and by means of facsimile or portable document format (pdf), which taken together shall be deemed  
26 to constitute one document.

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

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
Judge of the Superior Court of the State of California

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**IT IS SO STIPULATED:**

Dated: April 30, ~~2020~~ 2021

**CENTER FOR ENVIRONMENTAL HEALTH**



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

Dated: April 28, 2021, 2020

**HEALTH-ADE, LLC**



\_\_\_\_\_  
Signature

Justin Trout  
\_\_\_\_\_  
Printed Name

COO  
\_\_\_\_\_  
Title



**EXHIBIT A**

**Due within 10 Days Following the Effective Date (Total = \$38,333)**

<b>Payee</b>	<b>Type</b>	<b>Amount</b>	<b>Deliver To</b>
OEHHA	Penalty	\$3,902	OEHHA per Section 5.2.1
Center for Environmental Health	Penalty	\$1,300.67	LLG
Center for Environmental Health	ASP	\$3,901	LLG
Lexington Law Group	Fee and Cost	\$24,611	LLG
Center for Environmental Health	Fee and Cost	\$4,618.33	LLG

**Due within 100 Days Following the Effective Date (Total = \$38,333)**

<b>Payee</b>	<b>Type</b>	<b>Amount</b>	<b>Deliver To</b>
OEHHA	Penalty	\$3,902	OEHHA per Section 5.2.1
Center for Environmental Health	Penalty	\$1,300.33	LLG
Center for Environmental Health	ASP	\$3,901	LLG
Lexington Law Group	Fee and Cost	\$24,611	LLG
Center for Environmental Health	Fee and Cost	\$4,618.67	LLG

**Due within 190 Days Following the Effect (Total = \$38,334)**

<b>Payee</b>	<b>Type</b>	<b>Amount</b>	<b>Deliver To</b>
OEHHA	Penalty	\$3,902	OEHHA per Section 5.2.1
Center for Environmental Health	Penalty	\$1,301	LLG
Center for Environmental Health	ASP	\$3,901	LLG
Lexington Law Group	Fee and Cost	\$24,611	LLG
Center for Environmental Health	Fee and Cost	\$4,619	LLG

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