

1 **GLICK LAW GROUP, PC**  
2 Noam Glick (SBN 251582)  
3 225 Broadway, Suite 2100  
4 San Diego, California 92101  
5 Tel: (619) 382-3400  
6 Email: noam@glicklawgroup.com

7 **NICHOLAS & TOMASEVIC, LLP**  
8 Craig M. Nicholas (SBN 178444)  
9 Jake Schulte (SBN 293777)  
10 225 Broadway, Suite 1900  
11 San Diego, California 92101  
12 Tel: (619) 325-0492  
13 Email: cnicholas@nicholaslaw.org  
14 Email: jschulte@nicholaslaw.org

15 Attorneys for Plaintiff  
16 Environmental Health Advocates, Inc.

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

19 ENVIRONMENTAL HEALTH  
20 ADVOCATES, INC., a California corporation,

21 Plaintiff,

22 v.

23 BISCUITS & COOKIES INTERNATIONAL,  
24 INC., a Texas corporation, 99 CENTS ONLY  
25 STORES LLC, a California limited liability  
26 company, and DOES 1 through 100,  
27 inclusive,

28 Defendants.

Case No. RG21104558

~~PROPOSED~~ AMENDED 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 Biscuits and Cookies International, Inc. (“Defendant” or “BCI”) with EHA  
5 and BCI each individually referred to as a “Party” and collectively referred to as the “Parties.”

6 **1.2 Plaintiff**

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

10 **1.3 Defendant**

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

14 **1.4 General Allegations**

15 EHA alleges that BCI imports, sells, and distributes for sale Cuétara Cookies Animalitos that  
16 contain acrylamide. EHA further alleges that BCI does so without providing a sufficient health hazard  
17 warning as required by Proposition 65 and related Regulations. BCI denies these allegations. Pursuant  
18 to Proposition 65, acrylamide is listed as a chemical known to cause cancer, birth defects and other  
19 reproductive harm.

20 **1.5 Notice of Violation**

21 On or around January 7, 2021, EHA served BCI, Cuétara S.L.U., and 99 Cents Only Stores  
22 LLC, the California Attorney General, and all other required public enforcement agencies with a 60-  
23 Day Notice of Violation of Proposition 65 (“Notice”). The Notice alleged that BCI, Cuétara S.L.U.,  
24 and 99 Cents Only Stores LLC had violated Proposition 65 by failing to sufficiently warn consumers  
25 in California of the health hazards associated with exposures to acrylamide contained in animal  
26 cookies, including but not limited to Cuétara Cookies Animalitos.

27 No public enforcer has commenced or is otherwise prosecuting an action to enforce the  
28 violations alleged in the Notice(s).

1           **1.6 Product Description**

2           The products covered by this Consent Judgment are all animal cookies or crackers  
3 manufactured by a Mexican corporation (the “Product Manufacturer”) with whom BCI has a  
4 contractual agreement to distribute the product and/or to serve as a broker with other distributors  
5 (“Covered Products”). Those other distributors include Marquez Brothers International, Inc., selling  
6 the products under the “El Mexicano” brand; Mercado Latino, selling the product under the “Payaso”  
7 brand; and Goya Foods, Inc. selling the products under the “Goya” brand. Throughout this agreement,  
8 the term, Covered Products, includes all animal cookies or crackers manufactured by the Product  
9 Manufacturer that allegedly contain acrylamide and that are imported, sold, shipped, delivered, or  
10 distributed for sale to consumers in California by Releasees (as defined in section 4.1). BCI warrants  
11 and represents that all Covered Products, including those listed above, are manufactured by plants  
12 owned by the Product Manufacturer, a representation upon which EHA relied as material to its decision  
13 to enter into this Agreement.

14           **1.7 State of the Pleadings**

15           On or around July 7, 2021, EHA filed a Complaint against 99 Cents Only Stores LLC for the  
16 alleged violations of Proposition 65 that are the subject of the Notice(s) (“Complaint”). On or around  
17 June 14, 2022, EHA amended the Complaint to add defendant BCI.

18           **1.8 No Admission**

19           BCI denies the material factual and legal allegations of the Notice(s) and Complaint and  
20 maintains that all of the Covered Products it has manufactured, imported, sold, and/or distributed for  
21 sale in California, including Covered Products, have been, and are, in compliance with all laws.  
22 Nothing in this Consent Judgment shall be construed as an admission of any fact, finding, conclusion  
23 of law, issue of law, or violation of law, nor shall compliance with this Consent Judgment be construed  
24 as an admission of any fact, finding, conclusion of law, issue of law, or violation of law. This section  
25 shall not, however, diminish or otherwise affect BCI’s obligations, responsibilities, and duties under  
26 this Consent Judgment.

27  
28

1           **1.9     Jurisdiction**

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

6           **1.10    Effective Date and Compliance Date**

7           For purposes of this Consent Judgment, the term “Effective Date” means the date on which the  
8 Court grants the motion for approval of this Consent Judgment, as discussed in Section 5. The  
9 “Compliance Date” is the date that is one hundred and eighty (180) days after the Effective Date  
10 (“Initial Compliance Date”), plus an additional ninety (90) days if, despite reasonable good faith  
11 efforts, BCI is unable to achieve reformulation levels as set forth in Section 2.1 by the Initial  
12 Compliance Date.

13       **2.     INJUNCTIVE RELIEF**

14           **2.1     Reformulation of the Covered Products**

15           Except as otherwise provided herein, any Covered Products that are distributed by BCI or  
16 brokered by BCI on and after the Compliance Date that BCI sells in California or distributes for sale  
17 in California shall not exceed 175 parts per billion (“ppb”) for acrylamide, using tests performed by a  
18 laboratory accredited by the State of California, a federal agency, or a nationally recognized accrediting  
19 organization, using LC-MS/MS (Liquid Chromatograph-Mass Spectrometry), unless such Covered  
20 Products comply with the warning requirements of Section 2.2. As used in this Section 2, “distributed  
21 for sale in California” means to directly ship Covered Products into California or to sell Covered  
22 Products to a distributor BCI actually knows will sell Covered Products in California.

23           BCI will also have the option of filing a motion to modify this Consent Judgment and seek a  
24 reformulation level greater than 175 ppb by presenting evidence to the Court demonstrating that it has  
25 utilized quality control measures that reduce the concentration of acrylamide to the “lowest level  
26 currently feasible,” as that term is used by the California Office of Environmental Health Hazard  
27 Assessment (“OEHHA”). BCI will file a noticed motion with a hearing date and will have to serve  
28 any motion to modify on the Attorney General 45 days prior to the hearing. BCI is permitted to

1 establish the “lowest level currently feasible” without being bound by reformulation levels  
2 agreed upon in prior court approved consent judgments. EHA shall reserve the right to oppose  
3 any modification of reformulation based on the evidence submitted by BCI. BCI shall have the  
4 burden of proving that that it was unable to reach 175 ppb despite its best efforts to do so.

5 In the event OEHHA at any time adopts a safe harbor level for acrylamide in Covered  
6 Products that is higher than the reformulation level in this Consent Judgment, BCI is permitted  
7 to use the established safe harbor level without further notice to EHA.

8 Subject to Section 2.3 below, if EHA alleges that any Covered Product fails to qualify  
9 as a reformulated Covered Product (for which EHA alleges that no warning has been provided),  
10 then EHA shall inform BCI in writing in a reasonably prompt manner of its test results,  
11 including information sufficient to permit BCI to identify the Covered Product(s) at issue. BCI  
12 shall, within thirty (30) days following such notice, provide EHA with testing information for  
13 two (2) different batches of the Product from an independent third-party laboratory meeting the  
14 requirements of Sections 2.1 demonstrating BCI’s compliance with the Consent Judgment. The  
15 two tests shall be averaged, with the averaged level of acrylamide controlling. In the event BCI  
16 demonstrates compliance with Section 2.1, EHA will not take any further legal action.

17 **2.2 Clear and Reasonable Warnings**

18 For Covered Products that contain acrylamide in a concentration exceeding the 175 ppb level  
19 set forth in section 2.1 above, and which are manufactured and packaged for distribution for authorized  
20 sale or use in California on or after the Compliance Date, BCI shall provide any warning that satisfies  
21 the “safe harbor” content and methods for providing a warning pursuant to Title 27, California Code  
22 of Regulations, section 25600, et seq. for foods, or one of the following warning statements.

23 **Option 1:**

24 **WARNING:** Consuming this product can expose you to chemicals  
25 including Acrylamide, which is known to the State of California to  
26 cause cancer and birth defects or other reproductive harm. For more  
27 information go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)  
28

1           **Option 2:**

2                           **WARNING: Cancer and Reproductive Harm –**  
3                           **www.P65Warnings.ca.gov/food**

4           This warning statement shall be prominently displayed on the Covered Products, on the packing  
5 of the Covered Products, or on a placard, shelf tag, or sign provided that the statement is displayed with  
6 such conspicuousness, as compared with other words, statements, or designs as to render it likely to be  
7 read and understood by an ordinary individual prior to sale. If the warning statement is displayed on  
8 the Covered Products' packaging, it must be in a type size no smaller than the largest type size used  
9 for other "consumer information" on the product, as defined in Title 27, California Code of  
10 Regulations, section 25600.1. In no case shall a warning statement displayed on the Covered Products'  
11 packaging appear in a type size smaller than 6-point type. The same warning shall be posted on the  
12 product display page or at checkout of any e-commerce websites under the exclusive control of BCI  
13 where Covered Products are sold into California. BCI shall instruct any third-party website to which it  
14 directly sells Covered Products to include the same warning as a condition of selling the Covered  
15 Products.

16           The warning requirements set forth herein are imposed pursuant to the terms of this Consent  
17 Judgment and are recognized by the Parties as not being the exclusive manner of providing a warning  
18 for the Covered Products. Warnings may also be provided as specified in the Proposition 65 regulations  
19 for food in effect as of the Effective Date (Title 27, California Code of Regulations, section 25600, *et*  
20 *seq.*) or as such regulations may be amended in the future.. In addition, BCI may follow the notification  
21 procedure set out in Title 27, California Code of Regulations, section 25600.2 where BCI instructs its  
22 distributor or retailer customers, if any, to provide warnings for the Covered Products consistent with  
23 this section.

24                   **2.3    Sell-Through Period**

25           Notwithstanding anything else in this Consent Judgment, the Covered Products that are  
26 manufactured on or prior to the Effective Date shall be subject to release of liability pursuant to this  
27  
28

1 Consent Judgment, without regard to when such Covered Products were, or are in the future, distributed  
2 or sold to customers.

3 **3. MONETARY SETTLEMENT TERMS**

4 **3.1 Settlement Amount**

5 BCI shall pay fifty thousand dollars (\$50,000.00) in settlement and total satisfaction of all the  
6 claims referred to in the Notice, the Complaint, and this Consent Judgment. This includes civil penalties  
7 in the amount of five thousand dollars (\$5,000.00) pursuant to Health and Safety Code section  
8 25249.7(b) and attorneys' fees and costs in the amount of forty-five thousand dollars (\$45,000.00)  
9 pursuant to Code of Civil Procedure section 1021.5.

10 **3.2 Civil Penalty**

11 The portion of the settlement attributable to civil penalties shall be allocated according to Health  
12 and Safety Code section 25249.12(c)(1) and (d), with seventy-five percent (75%) of the penalty or three  
13 thousand seven hundred fifty dollars (\$3,750.00) paid to OEHHA, and the remaining twenty-five  
14 percent (25%) or one thousand two hundred fifty dollars (\$1,250.00) of the penalty paid to EHA  
15 individually.

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

17 Environmental Health Advocates  
18 225 Broadway, Suite 2100  
19 San Diego, CA 92101

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

21 For United States Postal Service Delivery:

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

27 For Federal Express 2-Day Delivery:

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

1 BCI agrees to provide EHA's counsel with a copy of the check payable to OEHHA,  
2 simultaneous with its penalty payments to EHA.

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

- 5 • "Glick Law Group" (EIN: 47-1838518) at the address provided in Section 3.2(a)(i);
- 6 • "Nicholas & Tomasevic" (EIN: 46-3474065) at the address provided in Section 3.2(a)(i); and
- 7 • "Office of Environmental Health Hazard Assessment" 1001 I Street, Sacramento, CA 95814.

### 8 **3.3 Attorney's Fees and Costs**

9 The portion of the settlement attributable to attorneys' fees and costs, forty-five thousand  
10 dollars (\$45,000.00) shall be paid to Glick Law Group, P.C. and Nicholas & Tomasevic, LLP  
11 (collectively, "EHA's Counsel", who are entitled to attorneys' fees and costs incurred by it in this  
12 action, including but not limited to investigating potential violations, bringing this matter to BCI's  
13 attention, as well as litigating and negotiating a settlement in the public interest.

14 BCI shall provide their payment to EHA's Counsel in two installments as follows:

- 15 • The First Installment shall be in the amount of forty thousand dollars (\$40,000.00), with  
16 twenty thousand dollars (\$20,000.00) payable to Glick Law Group, PC and, twenty thousand  
17 dollars (\$20,000.00) payable to Nicholas & Tomasevic, LLP, within fourteen (14) days of the  
18 of the Effective Date ("First Installment").
- 19 • The Second Installment shall be in the amount of five thousand dollars (\$5,000.00), with two  
20 thousand five hundred dollars (\$2,500.00) payable to Glick Law Group, PC and , two thousand  
21 five hundred dollars (\$2,500.00) payable to Nicholas & Tomasevic, LLP within thirty (30)  
22 days of the Effective Date ("Second Installment"). If the First Installment is timely received  
23 by EHA's Counsel, then EHA's Counsel agrees to waive the Second Installment.

24 All installments will be sent to the following address:

25  
26 Noam Glick  
27 Glick Law Group  
28 225 Broadway, Suite 2100  
San Diego, CA 92101



Craig Nicholas  
Nicholas & Tomasevic, LLP  
225 Broadway, 19th Floor  
San Diego, CA 92101

1  
2  
3 **4. CLAIMS COVERED AND RELEASED**

4 **4.1 EHA's Public Release of Proposition 65 Claims**

5 Plaintiff, acting on its own behalf and in the public interest releases BCI and its parents, subsidiaries,  
6 affiliated entities under common ownership, its directors, officers, principals, agents, employees,  
7 attorneys, insurers, accountants, predecessors, successors, and assigns ("Defendant Entities"), the  
8 Product Manufacturer (as to the Covered Products only), each entity to whom Defendant Entities  
9 directly or indirectly distribute, ship, sell or broker the Covered Products including but not limited to  
10 all persons manufacturing or selling products with the Cuétara, El Mexicano, Mercado Latino, Payaso  
11 and Goya brand names as well as all Covered Products mentioned in paragraph 1.6 above, and  
12 expressly including 99 Cent Only Stores LLC, Marquez Brothers International, Inc., Carnival  
13 Supermarket, Inc. and all downstream distributors, wholesalers, customers, brokers and retailers,  
14 franchisees, franchisors, cooperative members, suppliers, licensees, and licensors, and all of the  
15 foregoing entities' owners, directors, officers, agents, principals, employees, attorneys, insurers,  
16 accountants, representatives, predecessors, successors, and assigns (collectively referred to as the  
17 "Releasees") from all claims for violations of Proposition 65 up through the Compliance Date based  
18 on exposure to acrylamide from Covered Products as set forth in the Notice. Compliance with the terms  
19 of this Consent Judgment constitutes compliance with Proposition 65 with respect to exposures to  
20 acrylamide from Covered Products as set forth in the Notice, except that this release shall not extend  
21 to any party to which BCI provides notification pursuant to Title 27, California Code of Regulations,  
22 section 25600.2 and which fails to provide the warning required, or to any third party website that BCI  
23 instructs to provide a warning as a condition of sale, and which fails to provide the warning..

24 **4.2 EHA's Individual Release of Claims**

25 EHA, in its individual capacity, also provides a release to BCI and each of the other Releasees,  
26 which shall be a full and final accord and satisfaction of, as well as a bar to, all actions, causes of action,  
27 obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, and demands of every  
28 nature, character, and kind, whether known or unknown, suspected or unsuspected, arising out of

1 alleged or actual exposures to acrylamide in Covered Products manufactured, imported, sold, or  
2 distributed by BCI before the Compliance Date.

3 **4.3 BCI's Release of EHA**

4 BCI on its own behalf, and on behalf of its past and current agents, representatives, attorneys,  
5 successors, and assignees, hereby waives any and all claims against EHA and its attorneys and other  
6 representatives, for any and all actions taken or statements made by EHA and its attorneys and other  
7 representatives, whether in the course of investigating claims, otherwise seeking to enforce Proposition  
8 65 against them, in this matter or with respect to the Covered Products.

9 **4.4 Mutual Release of Known and Unknown Claims**

10 The Parties certify that they have read the following provisions of California Civil Code Section  
11 1542:

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

15 The Parties expressly waive and relinquish all rights and benefits which they may have under  
16 California Civil Code Section 1542 to the fullest extent such provisions may lawfully be waived. The  
17 Parties acknowledge that this Section 4.4 applies only as between the Parties and does not extend to  
18 the general public (but does extend to and include any claim against the Releasees).

19 **4.5 Dismissal of Parallel Action**

20 Within fourteen (14) days of receipt of payment of all amounts owed under this Consent  
21 Judgment, EHA will dismiss with prejudice the lawsuit, *EHA v. Marquez Bros, Inc.*, Alameda Superior  
22 Court Case No. 22CV007910, which asserts claims for the same cookie products covered by this  
23 Consent Judgment.

24 **5. COURT APPROVAL**

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

28

1     **6.     SEVERABILITY**

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

4     **7.     GOVERNING LAW**

5             The terms of this Consent Judgment shall be governed by the laws of the state of California as  
6 applied within the state of California. In the event that Proposition 65 is repealed, or is otherwise  
7 rendered inapplicable for reasons, including but not limited to changes in the law, then BCI may  
8 provide written notice to EHA of any asserted change, and shall have no further injunctive obligations  
9 pursuant to this Consent Judgment with respect to, and to the extent that, the Covered Products are so  
10 affected.

11             In the event OEHHA adopts a regulation or safe use determination, or issues an interpretive  
12 guideline that exempts Covered Products from meeting the requirements of Proposition 65; or if  
13 acrylamide cases are permanently enjoined by a court of competent jurisdiction; or if Proposition 65 is  
14 determined to be preempted by federal law or a burden on First Amendment rights with respect to  
15 acrylamide in Covered Products or products substantially similar to Covered Products; or if for any  
16 reason Proposition 65 no longer applies to products containing acrylamide (including, without  
17 limitation, because of an amendment to the statute or any regulation, then BCI shall be relieved of its  
18 obligation to comply with Section 2 herein.

19     **8.     ENFORCEMENT**

20             In any action to enforce the terms of this Consent Judgment, the prevailing party shall be entitled  
21 to its reasonable attorneys’ fees and costs.

22     **9.     NOTICE**

23             Unless otherwise specified herein, all correspondence and notice required by this Consent  
24 Judgment shall be in writing and sent by: (i) personal delivery; (ii) first-class, registered, or certified  
25 mail, return receipt requested; or (iii) a recognized overnight courier to the following addresses:  
26  
27  
28

1 If to BCI:

2 H. Kim Sim  
3 Conkle, Kremer & Engel, PLC  
4 3130 Wilshire Boulevard, Suite 500  
5 Santa Monica, California 90403

If to EHA:

Noam Glick  
Glick Law Group  
225 Broadway, Suite 2100  
San Diego, CA 92101

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

7 **10. COUNTERPARTS; DIGITAL SIGNATURES**

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

11 **11. POST EXECUTION ACTIVITIES**

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

21 **12. MODIFICATION**

22 Except as otherwise provided herein, this Consent Judgment may be modified by: (i) a written  
23 agreement of the Parties and entry of a modified consent judgment thereon by the Court; or (ii) a  
24 successful motion or application of any Party, and the entry of a modified consent judgment thereon  
25 by the Court.

26 **13. AUTHORIZATION**

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

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

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

6 **15. ENTIRE AGREEMENT**


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

12 **AGREED TO:**

**AGREED TO:**

13  
14 Date: 09/09/2022

Date: 09-12-2022

15  
16 By:   
17 ENVIRONMENTAL HEALTH  
18 ADVOCATES, INC.

15  
16 By:   
17 BISCUITS & COOKIES  
18 INTERNATIONAL, INC.

19  
20  
21 **IT IS SO ORDERED.**

22 Date: 09/14/2022



JUDGE OF THE SUPERIOR COURT  
Tara Desautels / Judge

23  
24  
25  
26  
27  
28