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Attorneys for Plaintiff  
Environmental Health Advocates, Inc.

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

ENVIRONMENTAL HEALTH  
ADVOCATES, INC.,

Plaintiff,

v.

SIMPLE MILLS, INC., a Delaware  
corporation, RALEY’S, a California  
corporation, and DOES 1 through 100,  
inclusive,

Defendants.

Case No.: RG20076706

**[PROPOSED] CONSENT JUDGMENT**

(Health & Safety Code § 25249.6 *et seq.* and  
Code Civ. Proc. § 664.6)

1       **1. INTRODUCTION**

2               **1.1 Parties**

3               This Consent Judgment is entered into by and between Environmental Health Advocates, Inc.,  
4 (“EHA” or “Plaintiff”) on the one hand, and Simple Mills, Inc. (“Defendant” or “Simple Mills”) on the  
5 other hand, with EHA and Simple Mills each individually referred to as a “Party” and collectively  
6 referred to as the “Parties.”

7               **1.2 Plaintiff**

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

11              **1.3 Defendant**

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

15              **1.4 General Allegations**

16              EHA alleges that Simple Mills manufactures, sells, and distributes for sale in California  
17 Products that contain acrylamide. EHA further alleges that Simple Mills does so without providing a  
18 clear and reasonable warning as required by Proposition 65 and related Regulations. Pursuant to  
19 Proposition 65, acrylamide is listed as a chemical known to cause cancer and reproductive harm.

20              **1.5 Notices of Violation**

21              On July 30, 2020, EHA issued Simple Mills, Raley’s, the California Attorney General, and all  
22 other required public enforcement agencies with a 60-Day Notice of Violation of California Health and  
23 Safety Code section 25249.6 *et seq.* (“Initial Notice”). The Initial Notice alleged that Simple Mills  
24 violated Proposition 65 by failing to warn consumers in California of the exposures to acrylamide from  
25

26  
27  
28       ///

1 consumption of its products, including the exemplar product Simple Mills Almond Flour Crackers Sea  
2 Salt.

3 On December 11, 2020, EHA issued Simple Mills, Lazy Acres Market, Inc., the California  
4 Attorney General, and all other required public enforcement agencies with a 60-Day Notice of  
5 Violation of California Health and Safety Code section 25249.6 *et seq.* (“Second Notice”). The Second  
6 Notice alleged that Simple Mills violated Proposition 65 by failing to warn consumers in California of  
7 the potential exposure to acrylamide from consumption of its cracker products, including the exemplar  
8 product Simple Mills Almond Flour Crackers Sun-Dried Tomato & Basil.

9  
10 On March 22, 2021, EHA served Simple Mills, Lazy Acres Market, Inc., the California  
11 Attorney General, and all other required public enforcement agencies with a 60-Day Amended Notice  
12 of Violation of California Health and Safety Code section 25249.6 *et seq.* (“Operative Notice”). This  
13 Operative Notice amends the First and Second Notices and alleged that Simple Mills violated  
14 Proposition 65 by failing to sufficiently warn consumers in California of potential exposures to  
15 acrylamide from consumption of Products.

16  
17 The Notices of Violation set forth in this section 1.5 are collectively referred to hereinafter as  
18 the “Notices”.

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

### 21 **1.6 Product Description**

22 For purposes of this Consent Judgment, the “Product” or “Products” are defined as all cracker  
23 products manufactured by Simple Mills.

### 24 **1.7 Complaint**

25 On October 13, 2020, EHA filed an initial complaint against Simple Mills for the alleged  
26 violations of Health and Safety Code section 25249.6 that are the subject of the Notices. The initial  
27 complaint was not served on Simple Mills. On February 23, 2021, EHA filed a First Amended  
28

1 Complaint (the “Complaint”), naming Simple Mills and Raley’s, alleging violations of Health and  
2 Safety Code section 25249.6. The Complaint was served on Simple Mills on March 4, 2021.

3 Simple Mills agrees to file an Answer to EHA’s Complaint.

4 **1.8 No Admission**

5 Simple Mills denies the material factual and legal allegations of the Notices and Complaint and  
6 maintains that all of the products it has manufactured, sold, and/or distributed for sale in California,  
7 including Products, have been, and are, in compliance with all laws. Nothing in this Consent Judgment  
8 shall be construed as an admission of any fact, finding, conclusion of law, issue of law, or violation of  
9 law, nor shall compliance with this Consent Judgment be construed as an admission of any fact, finding,  
10 conclusion of law, issue of law, or violation of law. This Section shall not, however, diminish or  
11 otherwise affect Simple Mills obligations, responsibilities, and duties under this Consent Judgment.  
12 This Consent Judgment is the product of negotiation and compromise and is accepted by the Parties  
13 solely for purposes of settling, compromising, and resolving issues disputed in this action.  
14

15 **1.9 Jurisdiction**

16 For purposes of this Consent Judgment and the Complaint only, the Parties stipulate that this  
17 Court has jurisdiction over Simple Mills as to the allegations in the Complaint, that venue is proper in  
18 the County of Alameda, and that the Court has jurisdiction to enter and enforce the provisions of this  
19 Consent Judgment pursuant to Proposition 65 and Code of Civil Procedure section 664.6.  
20

21 **1.10 Effective Date and Compliance Date**

22 For purposes of this Consent Judgment, the term “Effective Date” means the date on which  
23 notice of entry of this Consent Judgment by the Court is served upon Simple Mills, as discussed in  
24 Section 5. Since the reformulation described below must ensure compliance with applicable regulatory  
25 requirements, the Compliance Date means the date twelve (12) months after the Effective Date.  
26  
27  
28

1       **2.       INJUNCTIVE RELIEF**

2               **2.1       Reformulation of the Product**

3               Any Products that are manufactured by Simple Mills after the Compliance Date that are  
4 thereafter sold in California or distributed for sale in California shall not exceed 350 parts per billion  
5 by weight (“ppb”) on average for acrylamide, based on averaging of five samples from at least three  
6 different lots, or 490 ppb for a single sample. As used in this Sections 2.1 and 2.2, “distributed for sale  
7 in California” means to directly ship Products into California or to sell Products to a distributor Simple  
8 Mills knows will sell Products in California.  
9

10              **2.2       Testing and Compliance**

11              (a)       Compliance with Section 2.1 shall be determined by the Parties using LC-MS/MS  
12 (Liquid Chromatograph-Mass Spectrometry), GC/MS (Gas Chromatography/Mass Spectrometry), or  
13 any other testing method agreed upon by the Parties, and shall be performed by a laboratory accredited  
14 by the State of California, a federal agency, or a nationally recognized organization. On the Compliance  
15 Date, and continuing thereafter, Simple Mills shall not manufacture Products that will be distributed  
16 for sale in California that exceed the requirements of Section 2.1. For clarity, Simple Mills may comply  
17 with Section 2.1 by no longer distributing for sale into California certain Products.  
18

19              (b)       Prior to the Compliance Date, Simple Mills shall arrange for testing under Section 2.2.  
20 Simple Mills shall be deemed to have complied with section 2.1 provided it meets either reformulation  
21 standard contained therein. Simple Mills shall provide a written statement of compliance to EHA prior  
22 to the Compliance Date, or, if the testing shows that Simple Mills has been unable to reach either of  
23 the section 2.1 standards by the Compliance Date, it will notify Plaintiff who will cooperate in good  
24 faith to seek a modification to this Consent Judgment as set forth in Section 11.2. Plaintiff agrees not  
25  
26  
27  
28

1 to request more than \$10,000 in attorneys’ fees, costs, and penalties for any such modification, subject  
2 to Court approval.

3 **2.3 Clear and Reasonable Warnings**

4 For Products that contain acrylamide in violation of Section 2.1e, and which are manufactured  
5 for distribution or authorized sale or use in California on or after the Compliance Date, Simple Mills  
6 shall provide one of the following Proposition 65 warnings:

- 7
- 8 **1) WARNING:** Consuming this product can expose you to  
9 chemicals including Acrylamide, which is known to the  
10 State of California to cause cancer[ and birth defects or  
11 other reproductive harm]. For more information go to  
12 [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).
  - 13 **2) WARNING:** Cancer and Reproductive Harm –  
14 [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

15 The warning shall be set off in a box for on-product warnings. The warning shall be either on  
16 the label of the Products, provided by shelf tag at the retail display for the Products, or provided by  
17 electronic means at the point of sale of the Products. Simple Mills shall use the phrase “and birth  
18 defects or other reproductive harm” in the warning at its discretion if it believes any Product might  
19 cause exposures above the Maximum Allowable Dose Level for acrylamide of 140 ug/day.

20 **2.4 Sell-Through Period**

21 Notwithstanding anything else in this Consent Judgment, the Products that are manufactured  
22 on or prior to the Compliance Date shall be subject to release of liability pursuant to this Consent  
23 Judgment, without regard to when such Products were, or are in the future, distributed or sold to  
24 customers. As a result, the obligation of Simple Mills, or any Releasees (if applicable), do not apply to  
25 these Products manufactured on or prior to the Compliance Date.  
26  
27  
28



For Non-Federal Express Two-Day Shipping:

Mike Gyurics

Fiscal Operations Branch Chief

Office of Environmental Health Hazard Assessment

1001 I Street

Sacramento, CA 95814

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

Plaintiff and its counsel will provide completed IRS 1099, W-9, or other tax forms as required.

Relevant information is set out below:

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

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

The portion of the settlement attributable to attorney's fees and costs (\$68,000) shall be paid to EHA's counsel, who are entitled to attorney's fees and costs incurred by it in this action, including but not limited to investigating potential violations, bringing this matter to Simple Mills attention, as well as litigating and negotiating a settlement in the public interest.

Simple Mills shall provide its payment to EHA's counsel in two checks, divided equally, payable to Glick Law Group, PC (\$34,000) and Nicholas & Tomasevic, LLP (\$34,000) respectively.

The addresses for these two entities are:

Noam Glick  
Glick Law Group  
225 Broadway, Suite 1900

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

**3.4 Timing**

The above-mentioned checks will be issued within fourteen (14) days of the Effective Date.

**4. CLAIMS COVERED AND RELEASED**

**4.1 EHA’s Public Release of Proposition 65 Claims**

For any claim or violation relating to a failure to warn under Proposition 65 on Products manufactured prior to the Compliance Date, EHA, acting for the general public, releases Simple Mills of any and all liability arising under Proposition 65. This includes Simple Mills owners, parents, subsidiaries, affiliated entities under common ownerships, its directors, officers, agents, employees, attorneys, and each entity to whom Simple Mills directly or indirectly distributes or sells Products, including but not limited to downstream distributors, wholesales, customers, retailers (including but not limited to Bristol Farms dba Lazy Acres Market Inc. and Raley’s and their respective owners, parents, subsidiaries, affiliated entities under common ownership, directors, officers, agents, employees and attorneys,), franchisees, cooperative members and licensees, (collectively, the “Releasees”). Releasees include Defendant, its parent, and all subsidiaries and affiliates thereof and their respective employees, agents, and assigns that sell Simple Mills Products. Compliance with the terms of this Consent Judgement constitutes compliances with Proposition 65 with respect to the alleged or actual failure to warn about exposures to acrylamide from Products manufactured, sold, or distributed in California by Simple Mills after the Compliance Date. This Consent Judgement is a full, final and binding resolution of all claims that were or could have been asserted by EHA against Simple Mills and/or Releasees for failure to provide warnings for alleged Proposition 65 violations related to

1 the Products. Compliance with the terms of this Consent Judgment constitutes compliance with  
2 Proposition 65 by Simple Mills with respect to the alleged or actual failure to warn about exposures to  
3 acrylamide in Products, for Products manufactured after the Compliance Date.

4 **4.2 GENERAL RELEASE**

5 In furtherance of the foregoing, as to violations of Proposition 65 concerning the Products,  
6 Plaintiff on behalf of itself only, hereby waives any and all rights and benefits which it now has, or in  
7 the future may have, conferred upon it with respect to claims arising from any violation of Proposition  
8 65 or any other statutory or common law regarding the failure to warn about Proposition 65 exposures  
9 caused by the Products by virtue of the provisions of section 1542 of the California Civil Code, which  
10 provides as follows:  
11

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

19 EHA understands and acknowledges the significance and consequence of this waiver of  
20 California Civil Code section 1542, including that even if EHA suffers future damages arising out of  
21 or resulting from, or related directly or indirectly to, in whole or in part, claims arising from any  
22 violation of Proposition 65 or any other statutory or common law regarding the failure to warn about  
23 Proposition 65 exposures caused by the Products, EHA will not be able to make any claim including  
24 for penalties, damages, injunctive relief, fees or otherwise against Releasees. Furthermore, EHA  
25 acknowledges that it intends these consequences for any such claims arising from any violation of  
26 Proposition 65 or any other statutory or common law regarding the failure to warn.

27 **4.3 EHA's Individual Release of Claims**

28 EHA, in its individual capacity, also provides a release to Simple Mills and/or Releasees, which  
shall be a full and final accord and satisfaction of, as well as a bar to, all actions, causes of action,

1 obligations, costs, expenses, attorney’s fees, damages, losses, claims, liabilities, and demands of every  
2 nature, character, and kind, whether known or unknown, suspected or unsuspected, arising out of  
3 alleged or actual exposures to acrylamide in Products manufactured, imported, sold, or distributed by  
4 Simple Mills before the Compliance Date.

5 **4.4 Simple Mills’ Release of EHA**

6 Simple Mills, on its own behalf, and on behalf of Releasees as well as its past and current  
7 agents, representatives, attorneys, successors, and assignees, hereby waives any and all claims against  
8 EHA and its attorneys and other representatives, for any and all actions taken or statements made by  
9 EHA and its attorneys and other representatives, whether in the course of investigating claims,  
10 otherwise seeking to enforce Proposition 65 against it, in this matter or with respect to the Products.  
11

12 **5. COURT APPROVAL**

13 This Consent Judgment is not effective until it is approved by the Court and shall be null and  
14 void if it is not approved by the Court within one year after it has been fully executed by the Parties, or  
15 by such additional time as the Parties may agree to in writing.  
16

17 **6. SEVERABILITY**

18 Subsequent to the Court’s approval and entry of this Consent Judgment, if any provision is held  
19 by a court to be unenforceable, the validity of the remaining provisions shall not be adversely affected.  
20

21 **7. GOVERNING LAW**

22 The terms of this Consent Judgment shall be governed by the laws of the state of California as  
23 applied within the state of California. In the event that Proposition 65 is repealed, or is otherwise  
24 rendered inapplicable for reasons, including but not limited to changes in the law, then Simple Mills  
25 may provide written notice to EHA of any asserted change, and shall have no further injunctive  
26 obligations pursuant to this Consent Judgment with respect to, and to the extent that, the Products are  
27 so affected. Any such change in law will have no effect on Simple Mills’ financial obligations set forth  
28 in this Consent Judgment.

1 **8. NOTICE**

2 Unless otherwise specified herein, all correspondence and notice required by this Consent  
3 Judgment shall be in writing and sent by: (1) personal delivery; (ii) first-class, registered, or certified  
4 mail, return receipt requested; or (iii) a recognized overnight courier to the following addresses:

5  
6 If to Simple Mills:

7 Will Wagner  
8 Greenberg Traurig, LLP  
9 1201 K Street, Suite 1100  
10 Sacramento, CA 95814

If to EHA:

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

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

13 **9. COUNTERPARTS; DIGITAL SIGNATURES**

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

17 **10. POST EXECUTION ACTIVITIES**

18 EHA agrees to comply with the reporting form requirements referenced in Health and Safety  
19 Code section 25249.7(f). The Parties further acknowledge that, pursuant to Health and Safety Code  
20 section 25249.7(f), a noticed motion is required to obtain judicial approval of the settlement, which  
21 motion EHA shall draft and file. In furtherance of obtaining such approval, the Parties agree to mutually  
22 employ reasonable efforts, including those of their counsel, to support the entry of this agreement as  
23 judgment, and to obtain judicial approval of their settlement in a timely manner. For purposes of this  
24 Section, “reasonable efforts” shall include, at a minimum, supporting the motion for approval,  
25 responding to any objection that any third-party may make, and appearing at the hearing before the  
26 Court if so requested. Simple Mills, however, is entitled to remain neutral in the approval process  
27  
28

1 should a court of competent jurisdiction enjoin Proposition 65 acrylamide warnings prior to entry of  
2 this Consent Judgment, but will take no action to oppose the motion for approval.

3 The Parties agree that the Court may be notified at the approval hearing or in the motion to  
4 approve if a court of competent jurisdiction enjoins Proposition 65 acrylamide warnings after  
5 execution of this Consent Judgment, but Simple Mills shall state on the record that it was aware of  
6 the potential injunction prior to its execution of the Consent Judgment, that it recognizes the risk that  
7 the injunction will be reversed on appeal, and that, accordingly it does not request approval of the  
8 Consent Judgment be denied.  
9

10 **11. MODIFICATION**

11 11.1 This Consent Judgment may be modified from time to time or terminated (1) by express  
12 written agreement of the Parties, with the approval of the Court, or (2) by an order of this Court upon  
13 motion by a particular Party.

14 **11.2 Feasibility.** If, despite using commercially reasonable and good faith efforts, Simple  
15 Mills has not achieved compliance with Section 2.1 by the Compliance Date, the Parties shall meet and  
16 confer as to an extension of the Compliance Date not shorter than one year. The Parties may also agree  
17 to any other modification that the Parties agree is appropriate and in the public interest. Grounds for an  
18 extension or other modification may include, but are not limited to, that, despite Defendant's good faith  
19 efforts to comply with Section 2.1, it is not reasonably commercially feasible for one or more Products  
20 to comply with that standard.  
21

22 **11.3 Other EHA Settlements.** Defendant may move to modify this Consent Judgment to  
23 substitute higher reformulation levels that EHA agrees to in a future consent judgment applicable to  
24 products sufficiently similar to the Products, and EHA agrees not to oppose any such motion except  
25 for good cause shown.  
26

27 **11.4 Court Decision Regarding Similar Products.** If a court of competent jurisdiction  
28 renders a final judgment that one or more products that are sufficiently similar to the Products do not

1 require a warning for acrylamide under Proposition 65, then Defendant may move to modify this  
2 Consent Judgment to conform to such ruling.

3       **11.5 Other Court Decisions.** If a final decision of a court determines that warnings for  
4 acrylamide exposures or that enforcement of Proposition 65 claims for acrylamide exposures are  
5 unconstitutional, preempted, or otherwise unlawful with respect to products that are similar to the  
6 Products, then Defendant may move to modify this Consent Judgment to conform to such ruling in  
7 order to avoid unfair, inconsistent, or anti-competitive results.

8       **11.6 Change in Proposition 65.** If Proposition 65 or its implementing regulations are  
9 changed from their terms as they exist on the date of entry of this Consent Judgment in a manner that  
10 impacts Section 2.1, or if OEHHA takes some other final regulatory action for products similar to the  
11 Products in a manner that impacts reformulation standards, or that determines that warnings for  
12 acrylamide are not required for such products, then Settling Defendant may seek to modify this Consent  
13 Judgment.  
14 Judgment.

15       **11.7 Scientific Studies.** If an agency of the federal government, including, but not limited to  
16 the U.S. Food and Drug Administration, states through any guidance, regulation, or legally binding act,  
17 following a review of scientific studies and following public notice and comment, a cancer potency  
18 estimate for acrylamide that equates to a no significant risk level higher than 0.2 micrograms per day,  
19 then Defendant shall be entitled to seek a modification of this Consent Judgment to be relieved of its  
20 obligations to meet any requirements of this Consent Judgment that are inconsistent with such a change.  
21

22       **11.8 Federal Agency Action and Preemption.** If a court of competent jurisdiction or an  
23 agency of the federal government, including, but not limited to the U.S. Food and Drug Administration,  
24 states through any guidance, regulation, or legally binding act that federal law has preemptive effect  
25 on any of the requirements of this Consent Judgment, then this Consent Judgment may be modified in  
26 accordance with the procedure for noticed motions set forth herein to bring it into compliance with or  
27 avoid conflict with federal law.  
28

1           11.9 Any Party seeking to modify this Consent Judgment shall attempt in good faith to meet  
2 and confer with the other Party prior to filing a motion to modify or terminate the Consent Judgment.

3           11.10 Any requested modification pursuant to this Section 11 will have no effect on Simple  
4 Mills' financial obligations set forth in this Consent Judgment.

5 **12. ENFORCEMENT**

6           A Party may, by motion or application for an order to show cause, attempt to enforce the terms  
7 and conditions contained in this Consent Judgment. Prior to bringing any motion or application to  
8 enforce, the enforcing Party shall meet and confer regarding the basis of the anticipated motion or  
9 application in an attempt to resolve it informally, including providing the other Party a reasonable  
10 opportunity of at least thirty (30) days to cure any alleged violation. Should such attempts at informal  
11 resolution fail, the enforcing Party may file its enforcement motion or application. This Consent  
12 Judgment may only be enforced by the Parties.  
13

14 **13. ATTORNEYS' FEES**

15           13.1 A Party who unsuccessfully brings or contests an action, motion, or application arising  
16 out of this Consent Judgment shall be required to pay the prevailing Party's reasonable attorneys' fees  
17 and costs.  
18

19           13.2 Nothing in this Section 13 shall preclude a party from seeking an award of sanctions  
20 pursuant to law.

21 **14. AUTHORIZATION**

22           The undersigned certify he or she is fully authorized by the party he or she represents to execute  
23 this Consent Judgment and acknowledge that they have read, understand, and agree to all of the terms  
24 and conditions contained herein.  
25

26 **15. ENTIRE AGREEMENT**

27           This Consent Judgment contains the sole and entire agreement and understanding of the Parties  
28 with respect to the entire subject matter herein, and any and all prior discussions, negotiations,

1 commitments, and understandings related hereto. No representations, oral or otherwise, express or  
2 implied, other than those contained herein have been made by any Party. No other agreements, oral or  
3 otherwise, unless specifically referred to herein, shall be deemed to exist or to bind any Party. Any  
4 agreements specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or  
5 to bind any of the Parties hereto only to the extent that they are expressly incorporated herein. No  
6 supplementation, modification, waiver, or termination of this Consent Judgment shall be binding unless  
7 executed in writing by the Party to be bound thereby. No waiver of any of the provisions of this  
8 Consent Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof  
9 whether or not similar, nor shall such waiver constitute a continuing waiver.  
10

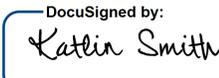
11  
12 **AGREED TO:**

**AGREED TO:**

13  
14 Date: March 19, 2021.

Date: 3/19/2021

15  
16 By: 

By:   
B7D107A9EF81468...

17  
18 ENVIRONMENTAL HEALTH  
ADVOCATES, INC.

SIMPLE MILLS

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

22  
23 Date: \_\_\_\_\_

\_\_\_\_\_

JUDGE OF THE SUPERIOR COURT