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12 Environmental Health Advocates, Inc.

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **IN AND FOR THE COUNTY OF ALAMEDA**

15 ENVIRONMENTAL HEALTH
16 ADVOCATES, INC.,

17 Plaintiff,

18 v.

19 GLOBAL HEALING CENTER, LLC a Texas
20 limited liability company; AMAZON.COM,
21 INC., a Delaware corporation, and DOES 1
22 through 100, inclusive,

23 Defendants.

Case No. 22CV010847

[PROPOSED] CONSENT JUDGMENT

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

1 **1. INTRODUCTION**

2 **1.1 Parties**

3 This Consent Judgment is entered into by and between Environmental Health Advocates, Inc.,
4 (“EHA” or “Plaintiff”) and Global Healing Center, LLC (“Defendant” or “Global Healing”) with EHA
5 and Global Healing each individually referred to as a “Party” and collectively referred to as the
6 “Parties.”

7 **1.2 Plaintiff**

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

11 **1.3 Defendant**

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

15 **1.4 General Allegations**

16 EHA alleges that Global Healing manufactures, imports, sells, and distributes for sale Global
17 Healing Paratrex Digestive Cleanse that contains lead. EHA further alleges that Global Healing does
18 so without providing a sufficient health hazard warning as required by Proposition 65 and related
19 Regulations. Pursuant to Proposition 65, lead is listed as a chemical known to cause cancer, birth
20 defects and other reproductive harm.

21 **1.5 Notices of Violation**

22 On or around September 14, 2021, EHA served Defendant Global Healing Center LLC,
23 Amazon.com, Inc., the California Attorney General, and all other required public enforcement agencies
24 with a 60-Day Notice of Violation of Proposition 65 (“Notice”). The Notice alleged that Global Healing
25 had violated Proposition 65 by failing to sufficiently warn consumers in California of the health hazards
26 associated with exposures to lead contained in Global Healing Paratrex Digestive Cleanse.

27 On or around February 10, 2022, EHA served Defendant Global Healing Center LLC,
28 Amazon.com, Inc., the California Attorney General, and all other required public enforcement agencies

1 with an Amended 60-Day Notice of Violation of Proposition 65 (“Notice”). The amendment corrected
2 the registered agent address of Global Healing Center, LLC.

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

5 **1.6 Product Description**

6 The products covered by this Consent Judgment are cleansing capsules including but not limited
7 to Global Healing Paratrex Digestive Cleanse manufactured or processed by Global Healing that
8 allegedly contains lead and is imported, sold, shipped, delivered, or distributed for sale to consumers
9 in California by Releasees (as defined in section 4.1) (“Covered Products”).

10 **1.7 State of the Pleadings**

11 On or around May 4, 2022, EHA filed a Complaint against Global Healing for the alleged
12 violations of Proposition 65 that are the subject of the Notice (“Complaint”).

13 **1.8 No Admission**

14 Global Healing denies the material factual and legal allegations of the Notice and Complaint
15 and maintains that all of the products it has manufactured, imported, sold, and/or distributed for sale in
16 California, including Covered Products, have been, and are, in compliance with all laws. Nothing in
17 this Consent Judgment shall be construed as an admission of any fact, finding, conclusion of law, issue
18 of law, or violation of law, nor shall compliance with this Consent Judgment be construed as an
19 admission of any fact, finding, conclusion of law, issue of law, or violation of law. This Section shall
20 not, however, diminish or otherwise affect Global Healing’s obligations, responsibilities, and duties
21 under this Consent Judgment.

22 **1.9 Jurisdiction**

23 For purposes of this Consent Judgment and the Complaint only, the Parties stipulate that this
24 Court has jurisdiction over Global Healing as to the allegations in the Complaint, that venue is proper
25 in the County of Alameda, and that the Court has jurisdiction to enter and enforce the provisions of this
26 Consent Judgment pursuant to Proposition 65 and Code of Civil Procedure section 664.6.

27 **1.10 Effective Date**

28 For purposes of this Consent Judgment, the term “Effective Date” means the date on which the

1 Court grants the motion for approval of this Consent Judgment, as discussed in Section 5.

2 **2. INJUNCTIVE RELIEF**


3 **2.1 Reformulation of the Covered Products**

4 Beginning thirty (30) days after the Effective Date, Global Healing shall be permanently
5 enjoined from manufacturing, distributing, or directly selling in the State of California, any Covered
6 Product that expose a person to a “Daily Lead Exposure Level” of more than 0.5 micrograms of lead
7 per day unless such Covered Products comply with the warning requirements of Section 2.2. The
8 “Daily Lead Exposure Level” shall be calculated by multiplying the recommended serving size in
9 Covered Product by the concentration of lead in Covered Products. As used in this Section 2,
10 “distributed for sale in California” means to directly ship Covered Products into California or to sell
11 Covered Products to a distributor Global Healing knows will sell Covered Products in California.


12 **2.2 Clear and Reasonable Warnings**

13 For Covered Products that contain lead in a concentration exceeding the “Daily Exposure
14 Level” of .5 micrograms set forth in section 2.1 above, and which are manufactured and packaged for
15 distribution for authorized sale or use in California on or after the Effective Date, Global Healing shall
16 provide one of the following warning statements.

17 **Option 1:**

18  **WARNING** : Consuming this product can expose you to chemicals
19 including lead, which is known to the State of California to cause
20 cancer and birth defects or other reproductive harm. For more
information go to www.P65warnings.ca.gov/food

21 **Option 2:**

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

23 This warning statement shall be prominently displayed on the Covered Products, on the packing
24 of the Covered Products, or on a placard, shelf tag, or sign provided that the statement is displayed with
25 such conspicuousness, as compared with other words, statements, or designs as to render it likely to be
26 read and understood by an ordinary individual prior to sale. If the warning statement is displayed on
27 the Covered Products’ packaging, it must be in a type size no smaller than the largest type size used
28 for other consumer information on the product. In no case shall a warning statement displayed on the

1 Covered Products' packaging appear in a type size smaller than 6-point type. The same warning shall
2 be posted on any websites under the exclusive control of Global Healing where Covered Products are
3 sold into California. Global Healing shall instruct any third-party website to which it sells its Covered
4 Products to include the same warning as a condition of selling the Covered Products.

5 The warning shall be provided to California consumers in a manner that complies with 27
6 C.C.R. § 25602(b). Specifically, for internet purchases, a warning must also be provided by including
7 either the warning or a clearly marked hyperlink using the word "**WARNING**" on the product display
8 page, or by otherwise prominently displaying the warning to the purchaser prior to completing the
9 purchase.

10 **2.3 Sell-Through Period**

11 Notwithstanding anything else in this Consent Judgment, the Covered Products that are
12 manufactured on or prior to the Effective Date shall be subject to release of liability pursuant to this
13 Consent Judgment, without regard to when such Covered Products were, or are in the future, distributed
14 or sold to customers. As a result, the obligation of Global Healing, or any Releasees (if applicable), do
15 not apply to these Covered Products manufactured on or prior to the Effective Date.

16 **3. MONETARY SETTLEMENT TERMS**

17 **3.1 Settlement Amount**

18 Global Healing shall pay fifty thousand dollars (\$50,000) in settlement and total satisfaction of
19 all the claims referred to in the Notice, the Complaint, and this Consent Judgment. This includes civil
20 penalties in the amount of five thousand dollars (\$5,000) pursuant to Health and Safety Code section
21 25249.7(b) and attorneys' fees and costs in the amount forty-five thousand dollars (\$45,000) pursuant
22 to Code of Civil Procedure section 1021.5.

23 **3.2 Civil Penalty**

24 The portion of the settlement attributable to civil penalties shall be allocated according to Health
25 and Safety Code section 25249.12(c)(1) and (d), with seventy-five percent (75%) of the penalty paid
26 to the California Office of Environmental Health Hazard Assessment ("OEHHA"), and the remaining
27 twenty-five percent (25%) of the penalty paid to EHA individually.

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

1 Environmental Health Advocates
2 225 Broadway, Suite 2100
3 San Diego, CA 92101

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

5 For United States Postal Service Delivery:

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

11 For Federal Express 2-Day Delivery:

12 Mike Gyurics
13 Fiscal Operations Branch Chief
14 Office of Environmental Health Hazard Assessment
15 1001 I Street
16 Sacramento, CA 95814

17 Global Healing agrees to provide EHA's counsel with a copy of the check payable to OEHHA,
18 simultaneous with its penalty payments to EHA.

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

- 21 • "Environmental Health Advocates, Inc." (EIN: 84-2322975) at the address provided above.
- 22 • "Office of Environmental Health Hazard Assessment" 1001 I Street, Sacramento, CA 95814.

23 **3.3 Attorney's Fees and Costs**

24 The portion of the settlement attributable to attorneys' fees and costs shall be paid to EHA's
25 counsel, who are entitled to attorneys' fees and costs incurred by it in this action, including but not
26 limited to investigating potential violations, bringing this matter to Global Healing's attention, as well
27 as litigating and negotiating a settlement in the public interest.

28 Global Healing shall provide their payment to EHA's Counsel in two installments as follows.
Payment may be by physical check or by electronic means, including wire transfers, at Global Healing's
discretion:

- The First Installment shall be in the amount of thirty-five thousand dollars (\$35,000.00),
payable to Entorno Law, LLP, within fourteen (14) days of either the Effective Date or receipt

1 of the required IRS 1099, W-9, or other tax forms from Plaintiff (whichever is later).

- 2 • The Second Installment shall be in the amount of ten thousand dollars (\$10,000.00), payable
3 to Entorno Law, LLP, within thirty (30) days of the Effective Date (“Second Installment”). If
4 the First Installment is timely made by Global Healing or its counsel, then EHA’s and its
5 counsel agree to waive the Second Installment.

6 All installments will be sent to the following address:

7 Noam Glick
8 Entorno Law, LLP
9 225 Broadway, Suite 2100
10 San Diego, CA 92101

11 **4. CLAIMS COVERED AND RELEASED**

12 **4.1 EHA’s Public Release of Proposition 65 Claims**

13 Plaintiff acting on its own behalf and in the public interest releases Global Healing, and its
14 parents, subsidiaries, affiliated entities, entities under common ownership, its directors, officers,
15 principals, agents, employees, attorneys, insurers, accountants, predecessors, successors, and assigns
16 (“Defendant Entities”), Amazon.com, Inc., each entity to whom Defendant directly or indirectly
17 distributes, ships, or sells the Covered Products including but not limited to upstream manufacturers or
18 distributors and downstream distributors, wholesalers, customers, and retailers, including but not
19 limited to franchisees, franchisors, cooperative members, suppliers, licensees, and licensors, and all of
20 the foregoing entities’ owners, directors, officers, agents, principals, employees, attorneys, insurers,
21 accountants, representatives, predecessors, successors, and assigns (collectively referred to as the
22 “Releasees”) from all claims for violations of Proposition 65 up through the Effective Date based on
23 exposure to lead from Covered Products as set forth in the Notice(s). Compliance with the terms of this
24 Consent Judgment constitutes compliance with Proposition 65 with respect to exposures to lead from
25 Covered Products as set forth in the Notice(s). This Consent Judgment is a full, final, and binding
26 resolution of all claims under Proposition 65 that were or could have been asserted against Global
27 Healing and/or Releasees for failure to provide warnings required under Proposition 65 for alleged
28

1 exposure to lead through reasonably foreseeable use of the Covered Products.

2 **4.2 EHA's Individual Release of Claims**

3 EHA, in its individual capacity, also provides a release to Global Healing and/or Releasees,
4 which shall be a full and final accord and satisfaction of, as well as a bar to, all actions, causes of action,
5 obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, and demands of every
6 nature, character, and kind, whether known or unknown, suspected or unsuspected, arising out of
7 alleged or actual exposures to lead in Covered Products manufactured, imported, sold, or distributed
8 by Global Healing and/or Releasees before the Effective Date.
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10 **4.3 Global Healing's Release of EHA**

11 Global Healing on its own behalf, and on behalf of Releasees as well as its past and current
12 agents, representatives, attorneys, successors, and assignees, hereby waives any and all claims against
13 EHA and its attorneys and other representatives, for any and all actions taken or statements made by
14 EHA and its attorneys and other representatives, whether in the course of investigating claims,
15 otherwise seeking to enforce Proposition 65 against them, in this matter or with respect to the Covered
16 Products.

17 **5. COURT APPROVAL**

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

21 **6. SEVERABILITY**

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

24 **7. GOVERNING LAW**

25 The terms of this Consent Judgment shall be governed by the laws of the state of California as
26 applied within the state of California. In the event that Proposition 65 is repealed, or is otherwise
27 rendered inapplicable for reasons, including but not limited to changes in the law, then Global Healing
28 may provide written notice to EHA of any asserted change, and shall have no further injunctive

1 obligations pursuant to this Consent Judgment with respect to, and to the extent that, the Covered
2 Products are so affected.

3 In the event the California Office of Health Hazard Assessment adopts a regulation or safe use
4 determination, or issues an interpretive guideline that exempts Covered Products from meeting the
5 requirements of Proposition 65; or if lead cases are permanently enjoined by a court of competent
6 jurisdiction; or if Proposition 65 is determined by a court of competent jurisdiction to be preempted by
7 federal law or a burden on First Amendment rights with respect to lead in Covered Products or Covered
8 Products substantially similar to Covered Products, then Global Healing shall be relieved of its
9 obligation to comply with Section 2 herein.

10 **8. ENFORCEMENT**

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

13 **9. NOTICE**

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

17 If to Global Healing:

18 Hazel Ocampo
19 Greenberg Traurig, LLP
18565 Jamboree Road, St. 500
20 Irvine, CA 92612

If to EHA:

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

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

23 **10. COUNTERPARTS; DIGITAL SIGNATURES**

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

1 **11. SERVICE ON THE ATTORNEY GENERAL**

2 EHA agrees to comply with the reporting form requirements referenced in Health and Safety
3 Code section 25249.7(f). EHA shall serve a copy of this Consent Judgment, signed by both parties, on
4 the California Attorney General so that the Attorney General may review this Consent Judgment prior
5 to its submittal to the Court for approval. The hearing on EHA’s motion to approve this Consent
6 Judgment shall be no sooner than forty-five (45) days after the Attorney General has received the
7 aforementioned copy of this Consent Judgment, and in the absence of any written objection by the
8 Attorney General to the Consent Judgment, the Parties may then submit it to the Court for Approval.

9 **12. POST EXECUTION ACTIVITIES**

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

17 **13. MODIFICATION**

18 This Consent Judgment may be modified by: (i) a written agreement of the Parties and entry of
19 a modified Consent Judgment thereon by the Court; or (ii) a successful motion or application of any
20 Party, and the entry of a modified consent judgment thereon by the Court.

21 **14. AUTHORIZATION**

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

24 **15. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

25 If a dispute arises with respect to either Party’s compliance with the terms of this Consent
26 Judgment entered by the Court, the Parties shall meet and confer in person, or by telephone, and in
27 writing and must endeavor to resolve the dispute in an amicable manner. No action or motion may be
28 filed until at least forty-five (45) days have lapsed since the enforcing Parties’ first attempt to resolve

1 the dispute. No action or motion may be filed in the absence of such a good faith attempt to resolve the
2 dispute beforehand.

3 **16. ENTIRE AGREEMENT**

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

9 **AGREED TO:**

AGREED TO:

10
11 Date: 1/24/2023

Date: 1/24/2023

12
13 By: 
14 ENVIRONMENTAL HEALTH
ADVOCATES, INC.

By: 
GLOBAL HEALING CENTER, LLC

15 **IT IS SO ORDERED.**

16
17 Date: _____

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JUDGE OF THE SUPERIOR COURT