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 9 Environmental Health Advocates, Inc.

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

12 ENVIRONMENTAL HEALTH  
 13 ADVOCATES, INC.,  
 14 Plaintiff,

15 v.

16 JRD IMC, LLC, a Delaware limited liability  
 company; ATALANTA CORPORATION, a  
 17 Delaware corporation; RESTAURANT  
 DEPOT LLC, a Delaware limited liability  
 18 company; and DOES 1 through 100,  
 inclusive,

19 Defendants.  
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Case No. 22CV020981

**[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 Atalanta Corporation (“Atalanta” or “Settling Defendant”), with EHA and  
5 Atalanta 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  
9 by reducing or eliminating hazardous substances contained in consumer products.

10 **1.3 Defendant**

11 For purposes of this Consent Judgment, the Parties agree that Defendant Atalanta is a New York  
12 business corporation and was erroneously sued as Atalanta Corporation, a Delaware Corporation  
13 (“Atalanta Delaware”). EHA shall dismiss Atalanta Delaware from this action with prejudice  
14 immediately upon the Parties’ execution of this Consent Judgment regardless of whether the Consent  
15 Judgment is approved or ordered by the Court. For purposes of this Consent Judgment, the Parties  
16 agree that Settling Defendant employed ten or more individuals at all times relevant to this action, and,  
17 qualifies as a “person in the course of doing business” for purposes of the Safe Drinking Water and  
18 Toxic Enforcement Act of 1986, Health and Safety Code section 25249.6 et seq. (“Proposition 65”).

19 **1.4 Product Description**

20 The products covered by this Consent Judgment are a shellfish product, Chef’s Quality Whole  
21 Baby Clams (“Covered Products”).

22 **1.5 General Allegations**

23 On or around August 4, 2022, EHA served Atalanta, Restaurant Depot LLC (“Restaurant  
24 Depot”), and JRD, IMC LLC (“JRD”), the California Attorney General, and all other required public  
25 enforcement agencies with a 60-Day Notice of Violation of Proposition 65 (“Notice”). The Notice  
26 alleged that Atalanta, Restaurant Depot, and JRD violated Proposition 65 by failing to sufficiently warn  
27 consumers in California of the health hazards associated with exposures to Lead, Cadmium, and  
28 Arsenic alleged to be contained in the Products. On November 02, 2022, EHA initiated this action by

1 filing a Complaint for Injunctive and Declaratory Relief and Civil Penalties (the “Complaint”) pursuant  
2 to the provisions of Proposition 65, against Atalanta, Restaurant Depot, and JRD and Does 1-100. In  
3 this action, EHA alleges that Defendants Atalanta, Restaurant Depot, and JRD manufactured, imported,  
4 marketed, distributed, and/or sold the Covered Products alleged to contain lead, cadmium, and arsenic,  
5 chemicals listed under Proposition 65 as carcinogens and reproductive toxins, and exposed consumers  
6 to these chemicals at levels requiring a Proposition 65 warning. EHA has withdrawn its allegations in  
7 the Notice and Complaint regarding arsenic and is no longer alleging violations of Proposition 65  
8 against Atalanta, Restaurant Depot, or JRD with respect to arsenic alleged in the Covered Products.

9 The Complaint is based on allegations contained in EHA’s Notice. Over 60 days have passed  
10 since the Notice was served on the Attorney General, public enforcers, and Settling Defendant, and  
11 no designated governmental entity (including any public enforcer) has commenced or is otherwise  
12 prosecuting an action to enforce the violations alleged in the Notice.

13 On December 08, 2022, Defendants Atalanta Delaware, Restaurant Depot, and JRD filed and  
14 served their answer to the Complaint denying the allegations and asserting forty-six affirmative  
15 defenses. On December 15, 2022, Defendant Atalanta, Restaurant Depot, and JRD filed an amended  
16 answer to the Complaint to provide the answering Defendant as Atalanta, not Atalanta Delaware, and  
17 providing that Defendants Atalanta, Restaurant Depot, and JRD deny the allegations in the Complaint  
18 and assert forty-six affirmative defenses.

#### 19 **1.6 No Admission**

20 Settling Defendant denies the material factual and legal allegations of the Notice and Complaint  
21 and maintains that all of the products it has manufactured, imported, sold, and/or distributed for sale in  
22 California, including the Covered Products, have been, and are, in compliance with all applicable laws,  
23 rules and regulations.

24 The Parties have entered into this Consent Judgment in order to settle, compromise, and resolve  
25 disputed claims and thus avoid prolonged and costly litigation. Nothing in this Consent Judgment shall  
26 be construed as an admission of any fact, finding, conclusion of law, issue of law, or violation of law,  
27 nor shall compliance with this Consent Judgment be construed as an admission of any fact, finding,  
28 conclusion of law, issue of law, or violation of law. This Section shall not, however, diminish or

1 otherwise affect Settling Defendant’s obligations, responsibilities, and duties under this Consent  
2 Judgment.

3 Except as expressly set forth herein, nothing in this Consent Judgment shall prejudice, waive,  
4 or impair any right, claim, remedy, argument, or defense the Parties may have in any current or future  
5 legal proceeding unrelated to these proceedings.

6 **1.7 Jurisdiction**

7 For purposes of this Consent Judgment and the Complaint only, the Parties stipulate that this  
8 Court has subject matter jurisdiction over the allegations of violations contained in the Complaint,  
9 personal jurisdiction over Settling Defendant as to the allegations in the Complaint, that venue is proper  
10 in the County of Alameda, and that this Court has jurisdiction to enter and enforce the provisions of  
11 this Consent Judgment pursuant to Proposition 65 and Code of Civil Procedure section 664.6.

12 **1.10 Effective Date**

13 For purposes of this Consent Judgment, the term “Effective Date” means the date on which this  
14 Consent Judgment is approved and entered as a Judgment by this Court, as discussed in Section 5.

15 **2. INJUNCTIVE RELIEF**

16 **2.1 Compliant Covered Products**

17 Beginning one hundred (100) days after the Effective Date, Settling Defendant shall be  
18 permanently enjoined from manufacturing, distributing, or directly selling in the State of California,  
19 any Covered Products unless the Covered Products have a warning in compliance with Section 2.3, or  
20 are a Compliant Covered Product. A Compliant Covered Product is one for which the average daily  
21 exposure level is no more than 0.5 micrograms of lead per day and/or no more than 4.1 micrograms of  
22 cadmium per day as determined by the formula, testing and quality control methodology described in  
23 Section 2.2. As used in this Consent Judgment, “no more than 0.5 micrograms of lead per day” and  
24 “no more than 4.1 micograms of cadmium per day” mean that the samples of the testing yield an  
25 average daily exposure of no more than 0.5 micrograms of lead and no more than 4.1 micograms of  
26 cadmium (with average daily exposure calculated pursuant to Section 2.2 of this Consent Judgment),  
27 respectively. For any Covered Products that cause exposure in excess of 0.5 micrograms of lead per  
28 day, and/or in excess of 4.1 micograms of cadmium per day, using the methodology described in

1 Sections 2.1 and 2.2., Settling Defendant shall provide the warnings set forth in Section 2.3. For  
2 purposes of determining which warning (if any) is required, the average concentration will be based on  
3 the arithmetic mean of lead and cadmium detection results of four (4), randomly selected samples of  
4 the Covered Products (or the maximum number of lots available for testing if less than 4) during a  
5 testing period of at least one year.

6 **2.2. Formula, Testing and Quality Control Methodology.**

7 **2.2.1.** For purposes of this Consent Judgment and for determining a Compliant Covered  
8 Product, average daily exposure levels shall be measured in micrograms per day and shall be  
9 calculated using the following formula: the average concentration of lead or cadmium in the product  
10 in micrograms per gram, multiplied by grams of product per serving of the product (using the serving  
11 size appearing on the product label), multiplied by frequency of consumption of once every fourteen  
12 (14) days. The testing requirements of Section 2.2.1 do not apply to any of the Covered Products for  
13 which Settling Defendant has provided a warning as specified in section 2.3.

14 **2.2.2.** All testing pursuant to this Consent Judgment shall be performed: (a) by an  
15 independent third-party laboratory certified by the California Environmental Laboratory  
16 Accreditation Program for the analysis of heavy metals; and, (b) using a laboratory method that  
17 complies with the performance and quality control factors appropriate for the method used, including  
18 limit of detection, limit of quantification, accuracy, and precision and meets the following criteria:  
19 Inductively Coupled Plasma-Mass Spectrometry (ICP-MS) achieving a limit of quantification of less  
20 than or equal to 0.010 mg/kg or any other testing method subsequently agreed upon in writing by the  
21 Parties and approved by the Court through entry of a modified consent judgment.

22 **2.2.3.** Settling Defendant and the Releasees (as defined in Section 5.1 below) shall have no  
23 obligation or liability with respect to any Covered Products that are sold and/or distributed in  
24 California after the date of the Notice, or with respect to the allegations contained in the Notice  
25 and/or Complaint except as otherwise set forth in this Consent Judgment.

26 **2.2.4.** As used in this Section 2, “distributing, or directly selling in the State of California”  
27 means to directly ship Covered Products into California or to sell Covered Products to a distributor  
28 Settling Defendant knows will sell Covered Products in California.

1           **2.3 Clear and Reasonable Warnings**

2           For Covered Products that contain Lead or Cadmium in a concentration exceeding the  
3 Compliant Standard set forth in sections 2.1 and 2.2 above, and which are distributed or directly sold  
4 by Settling Defendant in the State of California one hundred (100) days after the Effective Date,  
5 Settling Defendant shall provide one of the following warning statements:

6           **Option 1:**



8           **WARNING:** Consuming this product can expose you to chemicals including  
9 lead and lead compounds which are known to the State of California to cause  
10 cancer and birth defects or other reproductive harm. For more information, go  
11 to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

11           **Option 2:**



13           **WARNING:** Cancer and Reproductive Harm –  
14 [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

15           This warning statement shall be prominently displayed on the Covered Products, on the packing  
16 of the Covered Products, or on a placard, shelf tag, or sign provided that the statement is displayed with  
17 such conspicuousness, as compared with other words, statements, or designs as to render it likely to be  
18 read and understood by an ordinary individual prior to sale. If the warning statement is displayed on  
19 the Covered Products' packaging, it must be in a type size no smaller than the largest type size used  
20 for other consumer information on the product. In no case shall a warning statement displayed on the  
21 Covered Products' packaging appear in a type size smaller than 6-point type. The warning shall be  
22 affixed to or printed upon the label of any Covered Products, and it must be set off from other  
23 surrounding information and enclosed in a box. For internet sales or catalog sales by Settling  
24 Defendant, Settling Defendant shall display the warning in such a manner that it is likely to be read  
25 and understood by an ordinary individual prior to the authorization of or actual payment. Settling  
26 Defendant shall instruct any third-party website to which it directly sells its Covered Products to  
27 include a warning as a condition of selling any non-Compliant Covered Products in California.  
28



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

3 For United States Postal Service Delivery:

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

9 For Federal Express 2-Day Delivery:

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

15 Settling Defendant agrees to provide EHA's counsel with a copy of the check payable to  
16 OEHHA, simultaneous with its penalty payment to EHA.

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

18 Relevant information is set out below:

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

21 **3.3 Attorney's Fees and Costs**

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

26 Settling Defendant shall provide its payment for civil penalty and for attorneys' fees and costs  
27 to EHA's counsel by physical check or by electronic means, including wire transfers, at Settling  
28 Defendant's discretion, as follows: forty-five thousand dollars (\$45,000.00) in Attorney's Fees and  
Costs shall be paid as follows:



- 1 • First Installment of \$40,000.00, due ten (10) days after the Effective Date.
- 2 • Second Installment of \$5,000.00, due thirty (30) days after the Effective Date. However, if the
- 3 First Installment is timely made, then EHA agrees to waive the Second Installment.

4 The attorney fee payments shall be made payable to Entorno Law, LLP. The address for this  
5 entity is:

6 Noam Glick  
7 Entorno Law, LLP  
8 225 Broadway, Suite 1900  
9 San Diego, CA 92101

10 **4. CLAIMS COVERED AND RELEASE**

11 **4.1 EHA's Public Release of Proposition 65 Claims**

12 Plaintiff, acting on its own behalf and in the public interest, releases Settling Defendant, and its  
13 parents, subsidiaries, affiliated entities (including Atalanta Delaware) under common ownership or  
14 control, its directors, officers, principals, agents, employees, attorneys, insurers, accountants,  
15 predecessors, successors, and assigns ("Defendant Entities"), each entity to whom Settling Defendant  
16 directly or indirectly distributes, ships, or sells the Covered Products, including but not limited to  
17 downstream distributors, wholesalers, customers, and retailers including, but not limited to, Restaurant  
18 Depot and JRD, and marketplaces franchisees, franchisors, cooperative members, suppliers, licensees,  
19 and licensors, and all of the foregoing entities' owners, directors, officers, agents, principals,  
20 employees, attorneys, insurers, accountants, representatives, predecessors, successors, and assigns  
21 (collectively referred to as the "Releasees") from all claims for violations of Proposition 65 up through  
22 the Effective Date based on exposure to Lead, Cadmium, and Arsenic from Covered Products as set  
23 forth in the Notice and Complaint. Compliance with the terms of this Consent Judgment constitutes  
24 compliance with Proposition 65 with respect to exposures to Lead, Cadmium, and Arsenic from  
25 Covered Products as set forth in the Notice and Complaint. This Consent Judgment is a full, final, and  
26 binding resolution of all claims under Proposition 65 that were or could have been asserted against  
27 Settling Defendant and/or Releasees for failure to comply with Proposition 65 for alleged exposure to  
28 Lead, Cadmium and Arsenic from Covered Products. This release does not extend to any third-party  
retailers selling any non-Compliant Covered Products on a website who, after receiving instruction

1 from Settling Defendant to include a warning as set forth above in section 2.3, do not include such a  
2 warning.

3 Immediately upon execution of this Consent Judgment, EHA shall file dismissals of the  
4 Complaint with prejudice as to Restaurant Depot and JRD as to the entire action including all causes  
5 of action. The Settling Defendant's release as provided at Sections 4.3 and waiver provided at Section  
6 4.5 herein shall not be effective unless and until these dismissals are filed and entered by the Court.

#### 7 **4.2 EHA's Individual Release of Claims**

8 EHA, in its individual capacity, also provides a release to Settling Defendant and/or Releasees,  
9 which shall be a full and final accord and satisfaction of, as well as a bar to, all actions, causes of action,  
10 claims, obligations, costs, expenses, attorneys' fees, damages, losses, liabilities, and demands of every  
11 nature, character, and kind, whether known or unknown, suspected or unsuspected, arising out of  
12 alleged or actual exposures to Lead, Cadmium, and Arsenic in Covered Products manufactured,  
13 imported, sold, or distributed by Settling Defendant before the Effective Date and through the end of  
14 the Section 2.4 Sell-Through Period.

#### 15 **4.3 Settling Defendant's Release of EHA**

16 Settling Defendant on its own behalf, and on behalf of Releasees as well as its past and current  
17 agents, representatives, attorneys, successors, and assignees, hereby waives any and all claims against  
18 EHA and its attorneys and other representatives, for any and all actions taken or statements made by  
19 EHA and its attorneys and other representatives, whether in the course of investigating claims,  
20 otherwise seeking to enforce Proposition 65 against them, in this matter or with respect to the Covered  
21 Products.

#### 22 **4.4 No Other Known Claims or Violations**

23 EHA and EHA's counsel affirm that they are not presently aware of any actual or alleged  
24 violations of Proposition 65 by Settling Defendant and Releasees or for which Settling Defendant and  
25 Releasees bear legal responsibility other than those that are fully resolved by this Consent Judgment.

#### 26 **4.5 Waiver of Unknown Claims**

27 EHA on behalf of itself only, on the one hand, and Atalanta on behalf of itself only, on the  
28 other hand, acknowledge that this Consent Judgment is expressly intended to cover and include all

1 such claims up through the Effective Date, including all rights of action therefor. Each of the Parties  
2 acknowledges that it is familiar with Section 1542 of California Civil Code which provides as  
3 follows:

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

9  
10 Each of the Parties waives and relinquishes any right or benefit it has or may have under  
11 Section 1542 of California Civil Code or any similar provision under the statutory or nonstatutory  
12 law of any other jurisdiction to the full extent that it may lawfully waive all such rights and benefits.  
13 The Parties acknowledge that each may subsequently discover facts in addition to, or different from,  
14 those that it believes to be true with respect to the claims released herein. The Parties agree that this  
15 Consent Judgment and the releases contained herein shall be and remain effective in all respects  
16 notwithstanding the discovery of such additional or different facts.

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 Settling  
28 Defendant may provide written notice to EHA of any asserted change, and shall have no further

1 injunctive obligations pursuant to this Consent Judgment with respect to, and to the extent that, the  
2 Covered 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 or Cadmium cases are permanently enjoined by a court of  
6 competent jurisdiction; or if Proposition 65 is determined to be preempted by federal law or a burden  
7 on First Amendment rights with respect to Lead and Cadmium in Covered Products or Covered  
8 Products substantially similar to Covered Products, then Settling Defendant shall be relieved of its  
9 obligations 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; and (iv) with a copy by email; to  
17 the following addresses:

18 If to Settling Defendant:

19 Robert J. Parks  
20 Parks & Solar, LLP  
21 600 West Broadway, STE 1200  
San Diego, CA 92101  
rparks@parksandsolar.com

If to EHA:

Noam Glick  
Entorno Law, LLP  
225 Broadway, Suite 2100  
San Diego, CA 92101  
noam@entornolaw.com

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

24 **10. COUNTERPARTS; DIGITAL SIGNATURES**

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

28

1 **11. POST EXECUTION ACTIVITIES**

2 EHA agrees to comply with the reporting form requirements referenced in Health and Safety  
3 Code section 25249.7(f). The Parties further acknowledge that, pursuant to Health and Safety Code  
4 section 25249.7(f), a noticed motion is required to obtain judicial approval of the settlement, which  
5 motion EHA shall draft and file. In furtherance of obtaining such approval, the Parties agree to mutually  
6 employ their reasonable best efforts, including those of their counsel, to support the entry of this  
7 agreement as judgment, and to obtain judicial approval of their settlement in a timely manner. For  
8 purposes of this Section, “best efforts” shall include, at a minimum, supporting the motion for approval,  
9 responding to any objection that any third-party may make, and appearing at the hearing before the  
10 Court if so requested.

11 **12. MODIFICATION**

12 This Consent Judgment may be modified by: (i) a written agreement of the Parties and entry of  
13 a modified Consent Judgment thereon by the Court; or (ii) a successful motion or application of any  
14 Party, and the entry of a modified Consent Judgment thereon by the Court.

15 Any party seeking to modify this Consent Judgment shall attempt in good faith to meet and  
16 confer with the other Party prior to filing a motion to modify the Consent Judgment.

17 **13. AUTHORIZATION**

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

20 **14. RETENTION OF JURISDICTION**

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

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

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

27  
28

1 **16. ENTIRE AGREEMENT**

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

13 **AGREED TO:**

**AGREED TO:**

14  
15 Date: 06/08/2023

Date: 6/8/2023

16 By:   
17 ENVIRONMENTAL HEALTH  
18 ADVOCATES, INC.

DocuSigned by:  
By:   
CD1F95358174463...  
ATALANTA CORPORATION

19  
20 **IT IS SO ORDERED.**

21  
22 Date: \_\_\_\_\_

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT