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3 Environmental Health Advocates, Inc.

4
5 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
6
7 **IN AND FOR THE COUNTY OF ALAMEDA**

8 ENVIRONMENTAL HEALTH
9 ADVOCATES, INC.,

10 Plaintiff,

11 v.

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

18 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 cadmium and is no longer alleging violations of
8 Proposition 65 against Atalanta, Restaurant Depot, or JRD with respect to arsenic and cadmium alleged
9 in the Covered Products.

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

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

20 **1.6 No Admission**

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

25 The Parties have entered into this Consent Judgment in order to settle, compromise, and resolve
26 disputed claims and thus avoid prolonged and costly litigation. Nothing in this Consent Judgment shall
27 be construed as an admission of any fact, finding, conclusion of law, issue of law, or violation of law,
28 nor shall compliance with this Consent Judgment be construed as an admission of any fact, finding,

1 conclusion of law, issue of law, or violation of law. This Section shall not, however, diminish or
2 otherwise affect Settling Defendant’s obligations, responsibilities, and duties under this Consent
3 Judgment.

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

7 **1.7 Jurisdiction**

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

13 **1.10 Effective Date**

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

16 **2. INJUNCTIVE RELIEF**

17 **2.1 Compliant Covered Products**

18 Beginning one hundred (100) days after the Effective Date, Settling Defendant shall be
19 permanently enjoined from manufacturing, distributing, or directly selling in the State of California,
20 any Covered Products unless the Covered Products have a warning in compliance with Section 2.3, or
21 are a Compliant Covered Product. A Compliant Covered Product is one for which the average daily
22 exposure level is no more than 0.5 micrograms of lead per day as determined by the formula, testing
23 and quality control methodology described in Section 2.2. As used in this Consent Judgment, “no more
24 than 0.5 micrograms of lead per day” means that the samples of the testing yield an average daily
25 exposure of no more than 0.5 micrograms of lead (with average daily exposure calculated pursuant to
26 Section 2.2 of this Consent Judgment), respectively. For any Covered Products that cause exposure in
27 excess of 0.5 micrograms of lead per day using the methodology described in Sections 2.1 and 2.2.,
28 Settling Defendant shall provide the warnings set forth in Section 2.3. For purposes of determining

1 which warning (if any) is required, the average concentration will be based on the arithmetic mean of
2 lead detection results of four (4), randomly selected samples of the Covered Products (or the maximum
3 number of lots available for testing if less than 4) during a testing period of at least one year.

4 **2.2. Formula, Testing and Quality Control Methodology.**

5 **2.2.1.** For purposes of this Consent Judgment and for determining a Compliant Covered
6 Product, average daily exposure levels shall be measured in micrograms per day and shall be
7 calculated using the following formula: the average concentration of lead in the product in
8 micrograms per gram, multiplied by grams of product per serving of the product (using the serving
9 size appearing on the product label), multiplied by frequency of consumption of once every fourteen
10 (14) days. The testing requirements of Section 2.2.1 do not apply to any of the Covered Products for
11 which Settling Defendant has provided a warning as specified in section 2.3.

12 **2.2.2.** All testing pursuant to this Consent Judgment shall be performed: (a) by an
13 independent third-party laboratory certified by the California Environmental Laboratory
14 Accreditation Program for the analysis of heavy metals; and, (b) using a laboratory method that
15 complies with the performance and quality control factors appropriate for the method used, including
16 limit of detection, limit of quantification, accuracy, and precision and meets the following criteria:
17 Inductively Coupled Plasma-Mass Spectrometry (ICP-MS) achieving a limit of quantification of less
18 than or equal to 0.010 mg/kg or any other testing method subsequently agreed upon in writing by the
19 Parties and approved by the Court through entry of a modified consent judgment.

20 **2.2.3.** Settling Defendant and the Releasees (as defined in Section 5.1 below) shall have no
21 obligation or liability with respect to any Covered Products that are sold and/or distributed in
22 California after the date of the Notice, or with respect to the allegations contained in the Notice
23 and/or Complaint except as otherwise set forth in this Consent Judgment.

24 **2.2.4.** As used in this Section 2, “distributing, or directly selling in the State of California”
25 means to directly ship Covered Products into California or to sell Covered Products to a distributor
26 Settling Defendant knows will sell Covered Products in California.

27 **2.3 Clear and Reasonable Warnings**

28 For Covered Products that contain Lead in a concentration exceeding the Compliant Standard

1 set forth in sections 2.1 and 2.2 above, and which are distributed or directly sold by Settling Defendant
2 in the State of California one hundred (100) days after the Effective Date, Settling Defendant shall
3 provide one of the following warning statements:

4 **Option 1:**



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

8
9 **Option 2:**



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

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

1 **2.4 Sell-Through Period**

2 Notwithstanding anything else in this Consent Judgment, Covered Products that are
3 manufactured, packaged, or put into commerce on or after the date this Consent Judgment is executed
4 shall be subject to the release of liability pursuant to this Consent Judgment, without regard to when
5 such Covered Products were, or are in the future, distributed or sold to customers. As a result, the
6 obligations of Settling Defendant, or any Releasees (if applicable), stated in this Section 2 do not apply
7 to Covered Products manufactured, packaged, or put into commerce between the date this Consent
8 Judgment is executed and one hundred (100) days after the Effective Date.

9 **3. MONETARY SETTLEMENT TERMS**

10 **3.1 Settlement Amount**

11 Settling Defendant shall pay fifty thousand dollars (\$50,000.00) in settlement and total
12 satisfaction of all the claims referred to in the Notice(s), the Complaint, and this Consent Judgment.
13 This includes civil penalties in the amount of five thousand dollars (\$5,000.00) pursuant to Health and
14 Safety Code section 25249.7(b) and attorneys’ fees and costs in the amount of forty-five thousand
15 dollars (\$45,000.00) pursuant to Code of Civil Procedure section 1021.5.

16 **3.2 Civil Penalty**

17 The portion of the settlement attributable to civil penalties shall be allocated according to Health
18 and Safety Code section 25249.12(c)(1) and (d), with seventy-five percent (75%) of the penalty paid
19 to the California Office of Environmental Health Hazard Assessment (“OEHHA”), and the remaining
20 twenty-five percent (25%) of the penalty paid to EHA individually. The five thousand dollars
21 (\$5,000.00) in civil penalties shall be paid as follows:

- 22 • One payment of \$3,750.00 to OEHHA, due 14 days after the Effective Date.
- 23 • One payment of \$1,250.00 to EHA, due 14 days after the Effective Date.

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

25
26 Isaac Fayman
27 Environmental Health Advocates
28 225 Broadway, Suite 2100
 San Diego, CA 92101

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:

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

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

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

4. CLAIMS COVERED AND RELEASE

4.1 EHA's Public Release of Proposition 65 Claims

Plaintiff, acting on its own behalf and in the public interest, releases Settling Defendant, and its parents, subsidiaries, affiliated entities (including Atalanta Delaware) under common ownership or control, its directors, officers, principals, agents, employees, attorneys, insurers, accountants, predecessors, successors, and assigns ("Defendant Entities"), each entity to whom Settling Defendant directly or indirectly distributes, ships, or sells the Covered Products, including but not limited to downstream distributors, wholesalers, customers, and retailers including, but not limited to, Restaurant Depot and JRD, and marketplaces franchisees, franchisors, cooperative members, suppliers, licensees, and licensors, and all of the foregoing entities' owners, directors, officers, agents, principals, employees, attorneys, insurers, accountants, representatives, predecessors, successors, and assigns (collectively referred to as the "Releasees") from all claims for violations of Proposition 65 up through the Effective Date based on exposure to Lead from Covered Products as set forth in the Notice and Complaint. Compliance with the terms of this Consent Judgment constitutes compliance with Proposition 65 with respect to exposures to Lead from Covered Products as set forth in the Notice and Complaint. This Consent Judgment is a full, final, and binding resolution of all claims under Proposition 65 that were or could have been asserted against Settling Defendant and/or Releasees for failure to comply with Proposition 65 for alleged exposure to Lead 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 from Settling Defendant to include a warning as set forth above in section 2.3, do not include such a warning.

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

5 **4.2 EHA's Individual Release of Claims**

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

13 **4.3 Settling Defendant's Release of EHA**

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

20 **4.4 No Other Known Claims or Violations**

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

24 **4.5 Waiver of Unknown Claims**

25 EHA on behalf of itself only, on the one hand, and Atalanta on behalf of itself only, on the
26 other hand, acknowledge that this Consent Judgment is expressly intended to cover and include all
27 such claims up through the Effective Date, including all rights of action therefor. Each of the Parties
28

1 acknowledges that it is familiar with Section 1542 of California Civil Code which provides as
2 follows:

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

8
9 Each of the Parties waives and relinquishes any right or benefit it has or may have under
10 Section 1542 of California Civil Code or any similar provision under the statutory or nonstatutory
11 law of any other jurisdiction to the full extent that it may lawfully waive all such rights and benefits.
12 The Parties acknowledge that each may subsequently discover facts in addition to, or different from,
13 those that it believes to be true with respect to the claims released herein. The Parties agree that this
14 Consent Judgment and the releases contained herein shall be and remain effective in all respects
15 notwithstanding the discovery of such additional or different facts.

16 **5. COURT APPROVAL**

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

20 **6. SEVERABILITY**

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

23 **7. GOVERNING LAW**

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

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 cases are permanently enjoined by a court of competent
6 jurisdiction; or if Proposition 65 is determined to be preempted by federal law or a burden on First
7 Amendment rights with respect to Lead in Covered Products or Covered Products substantially similar
8 to Covered Products, then Settling Defendant shall be relieved of its obligations to comply with Section
9 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

18 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:**

14 Date: 5/10/2024

15 By: 
16 ENVIRONMENTAL HEALTH
17 ADVOCATES, INC.

13 **AGREED TO:**

14 Date: May 10, 2024

15 By: 
16 THOMAS GELLERT (May 10, 2024 13:19 EDT)
17 ATALANTA CORPORATION

18
19
20 **IT IS SO ORDERED.**

21 Date: _____

22 _____
23 JUDGE OF THE SUPERIOR COURT