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9 Attorneys for Plaintiff

Environmental Health Advocates, Inc.

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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

13 ENVIRONMENTAL HEALTH
14 ADVOCATES, INC.,

Plaintiff,

15 v.

16 TERRA KAI ORGANICS, INC., a
17 Washington corporation; AMAZON.COM,
18 INC., a Delaware corporation; and DOES 1
through 100, inclusive,

19 Defendants.

Case No. 24CV082867

[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 Terra Kai Organics, Inc. (“Defendant” or “Terra Kai”) with EHA and Terra
5 Kai each individually referred to as a “Party” and collectively referred to as the “Parties.”

6 **1.2 Plaintiff**

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

10 **1.3 Defendant**

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

14 **1.4 General Allegations**

15 EHA alleges that Terra Kai manufactures, imports, sells, and distributes for sale JUCE Reds
16 Daily Superfood - Garden Berry that contains lead. EHA further alleges that Terra Kai does so without
17 providing a sufficient health hazard warning as required by Proposition 65 and related Regulations.
18 Terra Kai denies these allegations and asserts that its products are safe and in compliance with all
19 applicable laws, rules and regulations.

20 **1.5 Notice of Violation**

21 On or around August 10, 2023, EHA served Defendant Terra Kai, Amazon.com, Inc., the
22 California Attorney General, and all other required public enforcement agencies with a 60-Day Notice
23 of Violation of Proposition 65 (“Notice”). The Notice alleged that Terra Kai had violated Proposition
24 65 by failing to sufficiently warn consumers in California of the health hazards associated with
25 exposures to lead contained in dietary supplements products, including but not limited to JUCE Reds
26 Daily Superfood - Garden Berry manufactured or processed by Terra Kai that allegedly contain lead
27 and are imported, sold, shipped, delivered, or distributed for sale to consumers in California by
28 Releasees (as defined in section 4.1).

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

3 **1.6 Product Description**

4 The products covered by this Consent Judgment are dietary supplements products, including
5 but not limited to JUCE Reds Daily Superfood - Garden Berry manufactured or processed by Terra Kai
6 that allegedly contain lead and are imported, sold, shipped, delivered, or distributed for sale to
7 consumers in California by Releasees (as defined in section 4.1) (“Covered Products”).

8 **1.7 State of the Pleadings**

9 On or around July 10, 2024, EHA filed a Complaint against Terra Kai for the alleged violations
10 of Proposition 65 that are the subject of the Notice (“Complaint”).

11 **1.8 No Admission**

12 Terra Kai denies all the material factual and legal allegations of the Notice and Complaint and
13 maintains that all of the products it has manufactured, imported, sold, and/or distributed for sale in
14 California, including Covered Products, have been, and are, in compliance with all applicable laws,
15 rules and regulations, including Proposition 65. Nothing in this Consent Judgment shall be construed
16 as an admission of any fact, finding, conclusion of law, issue of law, or violation of law, nor shall
17 compliance with this Consent Judgment be construed as an admission of any fact, finding, conclusion
18 of law, issue of law, or violation of law. This Section shall not, however, diminish or otherwise affect
19 Terra Kai's obligations, responsibilities, and duties under this Consent Judgment.

20 **1.9 Jurisdiction**

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

25 **1.10 Effective Date**

26 For purposes of this Consent Judgment, the term “Effective Date” means the date on which this
27 Consent Judgment is approved by the Court, as discussed in Section 5.

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1 **1.11 Compliance Date**

2 For purposes of this Consent Judgment, the term “Compliance Date” means ninety (90) days
3 from the date on which this Consent Judgment is approved and entered as a judgment of the Court, as
4 discussed in Section 5.

5 **2. INJUNCTIVE RELIEF**

6 **2.1 Reformulation of the Covered Products**

7 Beginning on or before the Compliance Date, Defendant shall be permanently enjoined from
8 manufacturing, distributing, or directly selling in the State of California, any Covered Product that
9 exposes a person to a “Daily Lead Exposure Level” of more than 0.5 micrograms of Lead based on a
10 single serving per day unless such Covered Products comply with the warning requirements of Section
11 2.2. The “Daily Lead Exposure Level” shall be calculated by multiplying the recommended serving
12 size in Covered Product by the concentration of lead in Covered Products. As used in this Section 2,
13 “distributed for sale in CA” means to directly ship Covered Products into California.

14 **2.2 Clear and Reasonable Warnings**

15 For Covered Products that contain lead in a concentration exceeding the Reformulation
16 Standard set forth in section 2.1 above, and which are distributed or directly sold by Terra Kai in the
17 State of California on or after the Compliance Date, Terra Kai shall provide a “clear and reasonable”
18 Proposition 65 warning, within the meaning of Section 25249.6 of the Act, subject to Section 2.3 of
19 this Agreement. Terra Kai agrees that each warning shall be prominently placed with such
20 conspicuousness, as compared with words, statements, designs, or devices as to render it likely to be
21 seen, read, and understood by an ordinary individual under customary conditions before purchase or
22 use. Each warning shall be provided in a manner such that the consumer or user understands to which
23 specific Covered Products the warning applies, and which listed chemical(s) is/are implicated, so as to
24 minimize the risk of consumer confusion.

25 For purposes of this Settlement Agreement, a clear and reasonable warning for the Covered
26 Products shall consist of a product-specific warning via one or more of the following methods: (1) A
27 posted sign, shelf tag, or shelf sign for the consumer product at each point of display of the product;
28 (2) Any electronic device or process that automatically provides the warning to the purchaser (not

applicable to internet purchases, which are subject to the provisions of § 25602(b)); (3) A warning directly affixed to the product's label or tag; or (4) A short-form warning on the label that complies with the content requirements set forth in §§ 25603(b) and 25603(a). Specifically, pursuant to § 25603(a) – (d), one of the following statements must be utilized:

1) **“WARNING:” [or] “CA WARNING:” [or] “CALIFORNIA WARNING:”**: Consuming this product can expose you to lead, which is 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.

OR

SHORT FORM 2) **“WARNING:” [or] “CA WARNING:” [or] “CALIFORNIA WARNING:”** Risk of cancer and reproductive harm from exposure to lead. See www.P65Warnings.ca.gov/food.

OR

SHORT FORM 3) **“WARNING:” [or] “CA WARNING:” [or] “CALIFORNIA WARNING:”** Can expose you to lead, a carcinogen and reproductive toxicant. See www.P65Warnings.ca.gov/food.

OR

**SHORT FORM ON
A PRODUCT
MANUFACTURED
/LABELED PRIOR
TO 1/1/28,
REGARDLESS OF
DATE OF SALE**

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

Pursuant to Section 25607.1, where the warning is provided on the food product label, it must be set off from other surrounding information and enclosed in a box. Where a specific food product sign, label, placard, or shelf tag is used to provide a warning, it must be displayed with such conspicuousness, as compared with other words, statements, or designs as to render it likely to be read and understood by an ordinary individual prior to sale. In no case shall a warning statement appear in a type size smaller than 6-point type. Where a sign, labeling, or label as defined in Section 25600.1 is

1 used to provide a warning that includes consumer information about a product in a language other than
2 English, the warning must also be provided in that language in addition to English.

3 As set forth in Cal. Code Regs. Tit. 27, § 25602(b), to the extent Covered Products are sold
4 online, a warning that complies with the content requirements of Cal. Code Regs Tit. 27, § 25603 must
5 be provided via of the following methods: (1) A warning on the product display page; (2) A clearly
6 marked hyperlink using the word “**WARNING**” or the words “**CA WARNING**” or “**CALIFORNIA**
7 **WARNING**” on the product display page that links to the warning; or (3) An otherwise prominently
8 displayed warning provided to the purchaser prior to completing the purchase. If a warning is provided
9 using the short-form label content pursuant to Section 25602(a)(4), the warning provided on the website
10 may use the same content. For purposes of this section, a warning is not prominently displayed if the
11 purchaser must search for it in the general content of the website. For internet purchases made prior to
12 1/1/2028, a retail seller is not responsible under Section 25600.2(e)(4) for conspicuously posting or
13 displaying the new warning online until sixty (60) calendar days after the retailer receives a warning or
14 a written notice under Section 25600.2(b) and (c) which updates a short-form warning compliant with
15 Section 25603(c) with content compliant with Section 25603(b). These requirements extend to any
16 websites under the exclusive control of Terra Kai where Covered Products are sold into California. In
17 addition, Terra Kai shall instruct any third-party website to which it directly sells its Covered Products,
18 over which it has control, to include the same online warning, as set forth above, as a condition of selling
19 the Covered Products in California.

20 **2.3 Sell-Through Period**

21 Notwithstanding anything else in this Consent Judgment, Covered Products that are
22 manufactured, packaged, or put into commerce on or before the Compliance Date shall be subject to
23 the release of liability pursuant to this Consent Judgment, without regard to when such Covered
24 Products were, or are in the future, distributed or sold to customers. As a result, the obligations of Terra
25 Kai, or any Releasees (if applicable), stated in this Section 2 do not apply to Covered Products
26 manufactured, packaged, or put into commerce between the date this Agreement is executed and the
27 Compliance Date.

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1 **3. MONETARY SETTLEMENT TERMS**

2 **3.1 Settlement Amount**

3 Terra Kai shall pay sixty-nine thousand dollars (\$69,000.00) in settlement and total satisfaction
4 of all the claims referred to in the Notice(s), the Complaint, and this Consent Judgment. This includes
5 civil penalties in the amount of seven thousand dollars (\$7,000.00) pursuant to Health and Safety Code
6 section 25249.7(b) and attorneys' fees and costs in the amount of sixty-two thousand dollars
7 (\$62,000.00) pursuant to Code of Civil Procedure section 1021.5.

8 **3.2 Civil Penalty**

9 The portion of the settlement attributable to civil penalties shall be allocated according to Health
10 and Safety Code section 25249.12(c)(1) and (d), with seventy-five percent (75%) of the penalty paid
11 to the California Office of Environmental Health Hazard Assessment ("OEHHA"), and the remaining
12 twenty-five percent (25%) of the penalty paid to EHA individually. The seven thousand dollars
13 (\$7,000.00) in civil penalties shall be paid as follows:

- 14
 - One payment of \$5,250.00 to OEHHA, due thirty (30) days after the Effective Date.
 - One payment of \$1,750.00 to EHA, due thirty (30) days after the Effective date.

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

16
17 Environmental Health Advocates
18 225 Broadway, Suite 2100
19 San Diego, CA 92101

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

22
23 For United States Postal Service Delivery:

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

 For Federal Express 2-Day Delivery:

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

Terra Kai agrees to provide EHA's counsel with a copy of the check payable to OEHHA, simultaneous with its penalty payment to EHA.

Plaintiff and its counsel will provide completed IRS 1099, W-9, or other tax forms as required, prior to any payment becoming due. Relevant information is set out below:

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

All payments referenced in this section shall be paid within thirty (30) days of the date the Court approves EHA's motion to approve this Consent Judgment.

3.3 Attorney's Fees and Costs

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

Terra Kai shall provide its payment for civil penalty and for attorneys' fees and costs to EHA's counsel by physical check or by electronic means, including wire transfers, at Terra Kai's discretion. The sixty-two thousand dollars (\$62,000.00) in Attorney's Fees and Costs shall be paid as follows:

- One payment of \$16,000.00 due thirty (30) days after the Effective Date.
- One payment of \$23,000.00 due ninety (90) days after the first installment.
- One payment of \$23,000.00 due one hundred eighty (180) days after the first installment. .

The attorney fee payments shall be made payable to Entorno Law, LLP and delivered to:

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

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1 **4. CLAIMS COVERED AND RELEASE**

2 **4.1 EHA's Public Release of Proposition 65 Claims**

3 The Parties have entered this Consent Judgment as a full final and binding resolution of all
4 claims arising under Proposition 65 relating to the alleged exposure to lead from Covered Products,
5 and as to all claims pursuant to Health and Safety Code Sec. 25249.7(d) that were raised or could have
6 been raised in the Notice(s) arising from failure to warn under Proposition 65 regarding the alleged
7 presence of lead in the Covered Products. Plaintiff, acting on its own behalf and in the public interest,
8 releases Terra Kai, and its owners, shareholders, parents, subsidiaries, members, divisions,
9 subdivisions, affiliates, its directors, officers, principals, agents, employees, attorneys, insurers,
10 accountants, predecessors, successors, and assigns ("Defendant Entities"), and each entity to whom
11 Defendant directly or indirectly distributes, ships, or sells the Covered Products, including but not
12 limited to downstream distributors, wholesalers, customers, retailers (including but not limited to Terra
13 Kai Organics, Inc.), and marketplaces franchisees, franchisors, cooperative members, suppliers,
14 licensees, and licensors, and all of the foregoing entities' owners, directors, officers, agents, principals,
15 employees, attorneys, insurers, accountants, representatives, predecessors, successors, and assigns
16 (collectively referred to as the "Releasees") from all claims for violations of Proposition 65 up through
17 the Effective Date based on exposure to lead from Covered Products as set forth in the Notice(s).
18 Compliance with the terms of this Consent Judgment constitutes compliance with Proposition 65 with
19 respect to exposures to lead from Covered Products as set forth in the Notice(s). This release does not
20 extend to any third-party retailers under the control of Terra Kai, selling Covered Products on a website
21 who, after receiving instruction from Terra Kai to include a warning as set forth above in section 2.2,
22 do not include such a warning.

23 **4.2 EHA's Individual Release of Claims**

24 EHA, in its individual capacity, also provides a release to Terra Kai, Defendant Entities, and
25 Releasees, which shall be a full and final accord and satisfaction of, as well as a bar to, all actions,
26 causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, and
27 demands of every nature, character, and kind, whether known or unknown, suspected or unsuspected,
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1 arising out of alleged or actual exposures to lead in Covered Products manufactured, imported, sold, or
2 distributed by Terra Kai before the Effective Date.

3 **4.3 Terra Kai's Release of EHA**

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

9 **4.4 No Other Known Claims or Violations**

10 In addition to the foregoing, EHA on behalf of itself, its past and current agents, representatives,
11 attorneys and successors and assigns, and not in its representative capacity, hereby waives all rights to
12 institute or participate in, directly or indirectly, any form of legal action and releases Terra Kai,
13 Defendant Entities, and Releasees from any and all manner of actions, causes of action, claims,
14 demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages,
15 charges, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, know or unknown, in
16 law or in equity, fixed or contingent now or in the future, with respect to any alleged violations of
17 Proposition 65 or any other statutory or common law claims related to or arising from Covered Products
18 manufactured, distributed or sold by Terra Kai, Defendant Entities, or Releasees that have been or
19 could have been asserted by EHA regarding the failure to warn about alleged exposure to lead arising
20 in connection to the Covered Products manufactured, distributed, sold, or offered for sale by Terra Kai
21 prior to the Compliance Date. With respect to the foregoing waivers and releases in this paragraph,
22 EHA hereby specifically waives any and all rights and benefits which it now has or in the future may
23 have, conferred by virtue of provisions of Sec. 1542 of the California Civil Code, which provides as
24 follows.

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

1 EHA and EHA's counsel affirm that they are not presently aware of any actual or alleged
2 violations of Proposition 65 by Terra Kai or for which Terra Kai bears legal responsibility other than
3 those that are fully resolved by this Consent Judgment.

4 **5. COURT APPROVAL**

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

8 **6. SEVERABILITY**

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

11 **7. GOVERNING LAW**

12 The terms of this Consent Judgment shall be governed by the laws of the state of California as
13 applied within the state of California. In the event that Proposition 65 is repealed, or is otherwise
14 rendered inapplicable for reasons, including but not limited to changes in the law; or in the event the
15 California Office of Health Hazard Assessment adopts a regulation or safe use determination, or issues
16 an interpretive guideline that exempts Covered Products from meeting the requirements of Proposition
17 65; or if lead cases are permanently enjoined by a court of competent jurisdiction; or if Proposition 65
18 is determined to be preempted by federal law or a burden on First Amendment rights with respect to
19 lead in Covered Products or Covered Products substantially similar to Covered Products, then Terra
20 Kai may seek relief from the injunctive obligations imposed by this Consent Judgment to the extent
21 any Covered Products are so affected by modifying the agreement via the mechanisms set forth in
22 Section 12.

23 **8. ENFORCEMENT**

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

26 **9. NOTICE**

27 Unless otherwise specified herein, all correspondence and notice required by this Consent
28 Judgment shall be in writing and sent by: (i) personal delivery; (ii) first-class, registered, or certified

mail, return receipt requested; or (iii) a recognized overnight courier; and (iv) with a copy by email; to the following addresses:

If to Terra Kai:

Hazel Ocampo
Greenberg Traurig LLP
12830 El Camino Real, Suite 350
San Diego, CA 92130
ocampoh@gtlaw.com

If to EHA:

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

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

10. COUNTERPARTS; DIGITAL SIGNATURES

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

11. POST EXECUTION ACTIVITIES

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

12. MODIFICATION

This Consent Judgment may be modified by: (i) a written agreement of the Parties and entry of a modified consent judgment thereon by the Court; or (ii) a successful motion or application of any Party, and the entry of a modified consent judgment thereon by the Court. Additionally, if a California court enters judgment in the Action or another Proposition 65 enforcement action over exposure to lead in Covered Products or products substantially similar to Covered Products that imposes different

1 injunctive relief than what is set forth in this Consent Judgment, Terra Kai may seek to modify Section
2 of this Consent Judgment to conform with the injunctive relief provided in such judgment. EHA has
3 a right to oppose any such modification but shall not withhold approval without good cause shown.

4 **13. AUTHORIZATION**

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

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

8 If a dispute arises with respect to either Party's compliance with the terms of this Consent
9 Judgment entered by the Court, the Parties shall meet and confer in person, or by telephone, and/or in
10 writing and endeavor to resolve the dispute in an amicable manner. Only EHA may enforce the terms
11 of this Consent Judgment. If a dispute arises with respect to either Party's compliance with the terms
12 of this Consent Judgment, the Parties shall meet and confer in writing and endeavor to resolve the
13 dispute in an amicable manner. No action may be filed in the absence of such good faith attempt to
14 resolve the dispute beforehand. Should a violation of Section 2 be alleged, Terra Kai must be provided
15 with written notice and data supporting such an allegation and thirty (30) days to address the allegations
16 before an enforcement motion may be filed. No violation of this Consent Judgment shall be deemed to
17 occur if Terra Kai demonstrates compliance with Section 2. In any action to enforce the terms of this
18 Consent Judgment, the prevailing party shall be entitled to attorneys' fees and costs.

19 **15. FORCE MAJEURE**

20 The inability of Terra Kai to comply with any deadline set forth in this Consent Judgment due to an act
21 of terrorism, fire, earthquake, civil disorders, war, or act of God that is beyond the reasonable control
22 of Terra Kai shall be grounds to move for modification of the deadlines set forth in this Consent
23 Judgment.

24 **16. ENTIRE AGREEMENT**

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

3 **AGREED TO:**

AGREED TO:

4
5 Date: 6/25/2025

Date: 6/24/2025

6
7 By: 
8 ENVIRONMENTAL HEALTH
9 ADVOCATES, INC.

By: 
TERRA KAI ORGANICS, INC.

10 **IT IS SO ORDERED.**

11
12 Date: _____

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JUDGE OF THE SUPERIOR COURT