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14 Environmental Health Advocates, Inc.

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

17 ENVIRONMENTAL HEALTH
18 ADVOCATES, INC.,

19 Plaintiff,

20 v.

21 SANTO REMEDIO, LLC, a Delaware
22 corporation; AMAZON.COM, INC., a
23 Delaware corporation; and DOES 1 through
24 100, inclusive,

25 Defendants.

Case No.

[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 Santo Remedio, LLC, (“Defendant” or “Santo Remedio”) with EHA and
5 Santo Remedio 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 Santo Remedio employs ten or more individuals and for purposes of this Consent Judgment
12 only, is 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 Santo Remedio manufactures, imports, sells, and distributes for sale Colon
16 Plus Detoxifying Fiber Blend that contains lead. EHA further alleges that Santo Remedio does so
17 without providing a sufficient health hazard warning as required by Proposition 65 and related
18 Regulations. Santo Remedio denies these allegations and asserts that its products are safe and in
19 compliance with all applicable laws, rules and regulations.

20 **1.5 Notice of Violation**

21 On or around February 29, 2024, EHA served Defendant Santo Remedio, LLC, Amazon.com,
22 Inc., the California Attorney General, and all other required public enforcement agencies with a 60-
23 Day Notice of Violation of Proposition 65 (“Notice”). The Notice alleged that Santo Remedio had
24 violated Proposition 65 by failing to sufficiently warn consumers in California of the health hazards
25 associated with exposures to lead contained in dietary supplements products, including but not limited
26 Colon Plus Detoxifying Fiber Blend manufactured or processed by Santo Remedio that allegedly
27 contain lead and are imported, sold, shipped, delivered, or distributed for sale to consumers in
28 California by 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 Colon Plus Detoxifying Fiber Blend manufactured or processed by Santo Remedio
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 May 17, 2024, EHA filed a Complaint against Santo Remedio for the alleged
10 violations of Proposition 65 that are the subject of the Notice (“Complaint”).

11 **1.8 No Admission**

12 Santo Remedio denies all 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. Nothing in this Consent Judgment shall be construed as an admission of any fact,
16 finding, conclusion of law, issue of law, or violation of law, nor shall compliance with this Consent
17 Judgment be construed as an admission of any fact, finding, conclusion of law, issue of law, or violation
18 of law. This Section shall not, however, diminish or otherwise affect Santo Remedio's obligations,
19 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 Santo Remedio as to the allegations in the Complaint, that venue is proper
23 in the 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, and all Parties have been
28 provided with a copy.

1 **1.11 Compliance Date**

2 For purposes of this Consent Judgment, the term “Compliance Date” means ninety (90) days
3 after the Effective Date.

4 **2. INJUNCTIVE RELIEF**

5 **2.1 Reformulation of the Covered Products**

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

19 **Option 1:**

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

23 **Option 2:**

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

25 This warning statement shall be enclosed in a box and prominently displayed on the Covered
26 Products, on the packing of the Covered Products, or on a placard, shelf tag, or sign provided that the
27 statement is displayed with such conspicuousness, as compared with other words, statements, or
28 designs as to render it likely to be read and understood by an ordinary individual prior to sale. If the

1 warning statement is displayed on the Covered Products' packaging, it must be in a type size no smaller
2 than the largest type size used for other consumer information on the product. In no case shall a warning
3 statement displayed on the Covered Products' packaging appear in a type size smaller than 6-point
4 type. If the Covered Products' packaging contains consumer information in a foreign language, a
5 warning statement in that language is required. The same warning shall be posted on any websites
6 under the exclusive control of Santo Remedio where Covered Products are sold into California. Santo
7 Remedio shall instruct any third-party website to which it directly sells its Covered Products to include
8 the same warning as a condition of selling the Covered Products in California. Any website warning
9 must comply with all regulations set forth in this section.

10 The requirements of this Section shall be satisfied if the **Warning** or **Alternative Warning**, or a
11 clearly marked hyperlink using the word "**WARNING,**" appears on the Covered Product display page, or
12 by otherwise prominently displaying the warning to the purchaser prior to completing the purchase. To
13 comply with this Section, Santo Remedio shall (a) post the **Warning** or **Alternative Warning** on its own
14 website and, if it has the ability to do so, on the websites of its third-party internet sellers; and (b) if it does
15 not have the ability to post the **Warning** or **Alternative Warning** on the websites of its third-party internet
16 sellers, provide such sellers with written notice in accordance with Title 27, California Code of Regulations,
17 § 25600.2.

18 **2.3 Compliance with Warning Regulations.**

19 Defendant shall be deemed to be in compliance with this Consent Judgment by adhering to §2 of
20 this Consent Judgment or by complying with warning requirements adopted by OEHHA applicable to the
21 Covered Product and exposures at issue after the Effective Date.

22 **2.4 Sell-Through Period**

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

3 **3. MONETARY SETTLEMENT TERMS**

4 **3.1 Settlement Amount**

5 Santo Remedio shall pay fifty thousand dollars (\$50,000.00) in settlement and total satisfaction
6 of all the claims referred to in the Notice(s), the Complaint, and this Consent Judgment. This includes
7 civil penalties in the amount of five thousand dollars (\$5,000.00) pursuant to Health and Safety Code
8 section 25249.7(b) and attorneys' fees and costs in the amount of forty-five thousand dollars
9 (\$45,000.00) pursuant to Code of Civil Procedure section 1021.5.

10 **3.2 Civil Penalty**

11 The portion of the settlement attributable to civil penalties shall be allocated according to Health
12 and Safety Code section 25249.12(c)(1) and (d), with seventy-five percent (75%) of the penalty paid
13 to the California Office of Environmental Health Hazard Assessment ("OEHHA"), and the remaining
14 twenty-five percent (25%) of the penalty paid to EHA individually. The five thousand dollars
15 (\$5,000.00) in civil penalties shall be paid as follows:

- 16 • One payment of \$3,750.00 to OEHHA, due thirty (30) days after the Effective Date.
- 17 • One payment of \$1,250.00 to EHA, due thirty (30) days after the Effective Date.

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

19
20 Isaac Fayman
21 Environmental Health Advocates
22 225 Broadway, Suite 2100
23 San Diego, CA 92101

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

25 For United States Postal Service Delivery:

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

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For Federal Express 2-Day Delivery:

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

Santo Remedio 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. 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 Effective Date. EHA shall provide Santo Remedio the necessary documentation to effectuate payment at least ten (10) days prior to its due date. Santo Remedio shall be excused for any late payment caused by EHA’s failure to timely produce the necessary documentation to effectuate payment.

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 Santo Remedio's attention, as well as litigating and negotiating a settlement in the public interest.

Santo Remedio 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 Santo Remedio's discretion, as follows: forty-five thousand dollars (\$45,000.00) in Attorney’s Fees and Costs shall be paid as one payment, due thirty (30) days after the Effective Date.

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

1 **4. CLAIMS COVERED AND RELEASE**

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

3 Plaintiff, acting on its own behalf and in the public interest, releases Santo Remedio, and its
4 parents, shareholders, owners, managers, officers, representatives, subsidiaries, affiliates, divisions,
5 subdivisions, subsidiaries, partners, sister companies, directors, officers, principals, agents, employees,
6 attorneys, insurers, accountants, predecessors, successors, licensors, licensees, and assigns (“Defendant
7 Entities”), and each entity to whom Defendant directly or indirectly obtains and to whom they directly
8 or indirectly distribute, ship, or sell the Covered Products, including but not limited to upstream and
9 downstream manufacturers, suppliers, distributors, wholesalers, customers, retailers (including but not
10 limited to Amazon.com, Inc.), and marketplaces franchisees, franchisors, cooperative members,
11 suppliers, licensees, and licensors, and all of the foregoing entities’ owners, directors, officers, agents,
12 principals, employees, attorneys, insurers, accountants, representatives, predecessors, successors, and
13 assigns (collectively referred to as the “Releasees”) from all claims for violations of Proposition 65
14 through the Effective Date based on exposure to lead from Covered Products as set forth in the
15 Notice(s). Compliance with the terms of this Consent Judgment constitutes compliance with
16 Proposition 65 with respect to exposures to lead from Covered Products as set forth in the Notice(s).
17 This Consent Judgment is a full, final, and binding resolution of all claims under Proposition 65 that
18 were or could have been asserted against Santo Remedio and/or Releasees for failure to comply with
19 Proposition 65 for alleged exposure to lead from Covered Products. This release does not extend to any
20 third-party retailers selling the product on a website who, after receiving instruction from Santo
21 Remedio to include a warning as set forth above in section 2.2, do not include such a warning.

22 **4.2 EHA’s Individual Release of Claims**

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

1 **4.3 Santo Remedio's Release of EHA**

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

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

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

1 **4.4 No Other Known Claims or Violations**

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

5 **5. COURT APPROVAL**

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

9 **6. SEVERABILITY**

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

12 **7. GOVERNING LAW**

13 The terms of this Consent Judgment shall be governed by the laws of the State of California and
14 apply within the State of California. In the event that Proposition 65, either as a whole or as specifically
15 applicable to lead or the Covered Products, is repealed or federally preempted, or if new or different safe
16 harbor levels are established as applicable to the Covered Products, or if Proposition 65 is otherwise
17 rendered inapplicable to the Covered Products and/or to lead, or if any of the provisions of this Consent
18 Judgment are specifically rendered inapplicable or no longer required as to the Covered Products as a result
19 of any such change in the law, then Santo Remedio may provide written notice to Plaintiff of any asserted
20 change in the law, and Santo Remedio may seek Court approval of a modification of this Consent Judgment
21 such that it shall have no further obligations pursuant to this Consent Judgment with respect to, and to the
22 extent that the Covered Products are so affected.

23 **8. NOTICE**

24 Unless otherwise specified herein, all correspondence and notice required by this Consent
25 Judgment shall be in writing and sent by: (i) personal delivery; (ii) first-class, registered, or certified
26 mail, return receipt requested; or (iii) a recognized overnight courier; and (iv) with a copy by email; to
27 the following addresses:
28

1 If to Santo Remedio:

2 Hazel Ocampo
3 Greenberg Traurig, LLP
4 12760 High Bluff Drive, Suite 240
5 San Diego, CA 92130
6 ocampoh@gtlaw.com

If to EHA:

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

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

9 **9. COUNTERPARTS; DIGITAL SIGNATURES**

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

13 **10. POST EXECUTION ACTIVITIES**

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

23 **11. MODIFICATION AND ENFORCEMENT**

24 **11.1.** This Consent Judgment may be modified from time to time by express written agreement
25 of the Parties to which any such modification would apply, with the approval of the Court, or by an
26 order of this Court upon motion and in accordance with law. Notwithstanding the foregoing, if a
27 California court enters judgment in the Action or another Proposition 65 enforcement action over
28 exposure to lead in Covered Products or product substantially similar to Covered Products that imposes
different injunctive relief than what is set forth in this Consent Judgment, Santo Remedio may seek
Court approval of a modification of Section 2 of this Consent Judgment to conform with the injunctive

1 relief provided in such judgment.

2 **11.2** Only EHA may enforce the terms of this Consent Judgment. If a dispute arises with
3 respect to either Party's compliance with the terms of this Consent Judgment, the Parties shall meet and
4 confer in writing and endeavor to resolve the dispute in an amicable manner. No action may be filed in
5 the absence of such good faith attempt to resolve the dispute beforehand. Should an exceedance of the
6 reformulation standard(s) in Section 2 be alleged, Santo Remedio must be provided with written notice
7 and data supporting such an allegation and thirty (30) days to address the allegations before an
8 enforcement motion may be filed. No violation of this Consent Judgment shall be deemed to occur if
9 Santo Remedio demonstrates that its own testing of the Covered Product at issue by an accredited lab is in
10 accordance with Section 2. In any action to enforce the terms of this Consent Judgment, the prevailing
11 party shall be entitled to its reasonable attorneys' fees and costs.

12 **11.3** The inability of Santo Remedio to comply with any deadline set forth in this Consent
13 Judgment due to an act of terrorism, fire, earthquake, civil disorders, war, or act of God that is beyond the
14 reasonable control of Santo Remedio shall be grounds to move for modification of the deadlines set forth
15 in this Consent Judgment.

16 **12. AUTHORIZATION**

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

19 **13. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)/COURT**
20 **APPROVAL**

21 EHA agrees to comply with the requirements set forth in California Health & Safety Code §
22 25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment. Defendant agrees it
23 shall support approval of such Motion. This Consent Judgment shall not be effective until it is approved
24 and entered by the Court and shall be null and void if, for any reason, it is not approved by the Court. In
25 such case, the Parties agree to meet and confer on how to proceed and if such agreement is not reached
26 within thirty (30) days, the case shall proceed on its normal course. If the Court approves this Consent
27 Judgment and is reversed or vacated by an appellate court, the Parties shall meet and confer as to whether
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1 to modify the terms of this Consent Judgment. If the Parties do not jointly agree on a course of action to
2 take, the case shall proceed on its normal course on the trial court's calendar.

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

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

8 **15. ENTIRE AGREEMENT**

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

14 **16. ATTORNEY'S FEES**

15 A Party who unsuccessfully brings or contests an action arising out of this Consent Judgment
16 shall be required to pay the prevailing party's reasonable attorney's fees and costs. Nothing in this Section
17 shall preclude a Party from seeking an award of sanctions pursuant to law.

18 **17. RETENTION OF JURISDICTION**

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

20 **18. SUCCESSORS AND ASSIGNS**

21 This Consent Judgment shall apply to and be binding upon EHA and each Settling Defendant, and
22 their respective divisions, subdivisions, and subsidiaries, and the successors or assigns of any of them.

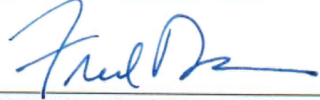
23 **19. AUTHORIZATION**

24 The undersigned are authorized to execute this Consent Judgment on behalf of their respective
25 Parties and have read, understood, and agree to all of the terms and conditions of this document and
26 certify that he or she is fully authorized by the Party he or she represents to execute the Consent Judgment
27 on behalf of the Party represented and legally bind that Party. Except as explicitly provided herein each
28 Party is to bear its own fees and costs.

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AGREED TO:

Date: 09/17/24

By: 
ENVIRONMENTAL HEALTH
ADVOCATES, INC.

AGREED TO:

Date: September 17, 2024

By: 
SANTO REMEDIO, LLC

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT