

1 **LEXINGTON LAW GROUP**

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11 CENTER FOR ENVIRONMENTAL HEALTH

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF SAN FRANCISCO

14 CENTER FOR ENVIRONMENTAL HEALTH,
15 a non-profit corporation,

16 Plaintiff,

17 v.

18 ECOLAB, INC., et al.,

19 Defendants.

Case No. CGC-24-619214

**[PROPOSED] CONSENT JUDGMENT
AS TO DEFENDANT DOLLAR TREE
STORES, INC.**

1 **1. INTRODUCTION**

2 1.1 The parties to this Consent Judgment (“Parties”) are the Center for
3 Environmental Health (“CEH”) and Defendant Dollar Tree Stores, Inc. (“Settling Defendant”).
4 CEH and Settling Defendant are referred to collectively as the “Parties.”

5 1.2 CEH alleges that Settling Defendant is a corporation that employs ten (10) or
6 more persons and that manufactures, distributes, and/or sells body wash and hand soap that
7 contain 1,4-Dioxane in the State of California or has done so in the past. The non-exclusive
8 exemplar products identified in the Notice, as defined in Section 1.3, are manufactured and
9 supplied by a company that is located outside of the United States and does not have a business
10 address within the United States.

11 1.3 On March 7, 2024 CEH served a 60-Day Notice of Violation under
12 Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California Health
13 & Safety Code §§ 25249.5, *et seq.*) (“Notice”) to Settling Defendant, the California Attorney
14 General, the District Attorneys of every County in the State of California, and the City Attorneys
15 for every City in the State of California with a population greater than 750,000. The Notice
16 alleges violations of Proposition 65 with respect to the presence of 1,4-Dioxane in body wash and
17 hand soap that are distributed and/or sold by Settling Defendant.

18 1.4 On October 24, 2024, CEH filed the above-captioned action in the Superior
19 Court of California for San Francisco County, naming Settling Defendant as a defendant in this
20 action.

21 1.5 For purposes of this Consent Judgment only, the Parties stipulate that: (i) this
22 Court has jurisdiction over the allegations of violations contained in the operative Complaint in
23 the above-captioned action (“Complaint”) and personal jurisdiction over Settling Defendant as to
24 the acts alleged in the Complaint; (ii) venue is proper in the County of San Francisco; and (iii)
25 this Court has jurisdiction to enter this Consent Judgment.

26 1.6 Nothing in this Consent Judgment is or shall be construed as an admission by
27 the Parties of any fact, conclusion of law, issue of law, or violation of law, nor shall compliance
28 with the Consent Judgment constitute or be construed as an admission by the Parties of any fact,

1 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall
2 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
3 other legal proceeding. This Consent Judgment is the product of negotiation and compromise and
4 is accepted by the Parties for purposes of settling, compromising, and resolving issues disputed in
5 this action.

6 **2. DEFINITIONS**

7 2.1 “Compliance Date” means the date that is twelve months following the
8 Effective Date.

9 2.2 “Covered Products” means body wash and hand soap products manufactured,
10 distributed, and/or sold by Settling Defendant in California.

11 2.3 “Effective Date” means the date on which this Consent Judgment is entered by
12 the Court.

13 2.4 “Optional Lower Reformulation Level” means 3 parts per million (“ppm”)
14 1,4-Dioxane.

15 2.5 “Reformulation Level” means 10 ppm 1,4-Dioxane.

16 **3. INJUNCTIVE RELIEF**

17 3.1 **Reformulation of Covered Products.** On and after the Compliance Date,
18 Settling Defendant shall not manufacture, distribute, sell, or offer for sale any Covered Product in
19 California that contains 1,4-Dioxane in excess of the Reformulation Level as determined using
20 Headspace Gas Chromatography/Mass Spectrometry, or similar method agreed upon by the
21 Parties to this Consent Judgment, except as provided in Section 3.3.

22 3.2 **Specification to Suppliers.** No more than thirty (30) days after the Effective
23 Date, Settling Defendant shall issue specifications to its suppliers of Covered Products that
24 Covered Products shall not contain 1,4-Dioxane in excess of the Reformulation Level.

25 3.3 **Sell-Through for Existing Inventory.** The reformulation requirements of
26 Sections 3.1 and 3.4 shall not apply to Covered Products that Settling Defendant had purchased or
27 manufactured prior to the Effective Date, including but not limited to Covered Products in
28 distribution centers, in inventory, or at retail locations.

1 3.4 **Optional Lower Reformulation Level.** Should Settling Defendant elect to
2 comply with the Optional Lower Reformulation Level, it shall inform CEH of such election upon
3 execution of this Consent Judgment and shall comply with the provisions of this section in lieu of
4 Sections 3.1 and 3.2 above and make the reduced Settlement Payment as set forth on Exhibit A.

5 3.4.1 On and after the Compliance Date, if Settling Defendant chooses to comply
6 with the Optional Lower Reformulation Level, it shall not manufacture, distribute, sell, or offer
7 for sale any Covered Product in California that contains 1,4-Dioxane in excess of the Optional
8 Lower Reformulation Level as determined using Headspace Gas Chromatography/Mass
9 Spectrometry, or similar method agreed upon by the Parties to this Consent Judgment, except as
10 provided in Section 3.3.

11 3.4.2 No more than thirty (30) days after the Effective Date, if Settling Defendant
12 chooses to comply with the Optional Lower Reformulation Level, to the extent it has not already
13 done so, it shall issue specifications to its suppliers of Covered Products that Covered Products
14 shall not contain 1,4-Dioxane in excess of the Optional Lower Reformulation Level.

15 3.4.3 In the event that Settling Defendant chooses to comply with the Optional
16 Lower Reformulation Level and is unable to do so, it may notify CEH on or before the Compliance
17 Date and make a payment equal to the difference between the payment for the Reformulation Level
18 and Optional Lower Reformulation Level as set forth on Exhibit A. The additional payment shall
19 be paid and delivered in accordance with the provisions of Section 5.1 within 15 days following
20 the Compliance Date.

21 3.5 **Alternative Compliance – Warnings.** To the extent Settling Defendant is
22 unable to comply with the Reformulation Level after the Compliance Date, Settling Defendant
23 must alternatively comply with the provisions of this section. In such an event, Settling
24 Defendant shall not manufacture, purchase, or import any Covered Product for sale in California
25 that contains 1,4-Dioxane above the Reformulation Level unless it provides a warning pursuant to
26 Section 3.5.1.

27 3.5.1 **Clear and Reasonable Warnings.** A Clear and Reasonable
28 Warning under this Agreement shall state:



WARNING: This product can expose you to chemicals including 1,4-Dioxane, which are known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.

The word “**WARNING**” shall be displayed in all capital letters and bold print and shall be preceded by the yellow warning triangle symbol depicted above, provided however, the symbol may be printed in black and white if the Covered Product label is produced without using the color yellow. This warning statement shall be prominently displayed on the label or any outer packaging of the Covered Product and shall be displayed with such conspicuousness, as compared with other words, statements or designs as to render it likely to be seen, read and understood by an ordinary individual prior to sale. If consumer information on the product is in a foreign language, the warning will be given in the foreign language. For internet, catalog or any other sale where the consumer is not physically present, the warning statement shall be displayed in a manner consistent with 27 Cal. Code Regs § 25602(b), or any successor regulation. In lieu of the preceding warning content and methods set forth above, Settling Defendants may use any specific safe harbor warning content and method applicable to the Covered Products set forth in Title 27, California Code of Regulations, section 25600 et seq., as amended August 30, 2018 and subsequently thereafter.

3.5.2 In the event that Settling Defendant chooses to comply with the Optional Lower Reformulation Level and thereafter elects to provide Clear and Reasonable Warnings pursuant to this section, it may notify CEH on or before the Compliance Date and make a payment equal to the difference between the payment for the Optional Lower Reformulation Level and the payment for the Clear and Reasonable Warning as set forth on Exhibit A. The additional payment shall be paid and delivered in accordance with the provisions of Section 5.1 within 15 days following the Compliance Date.

4. ENFORCEMENT

4.1 CEH may, by motion or application for an order to show cause before the Superior Court of the County of San Francisco, enforce the terms and conditions contained in this Consent Judgment. Prior to bringing any motion or application to enforce the requirements of

1 Section 3 above, CEH shall provide Settling Defendant with a Notice of Violation setting forth
2 the basis for the alleged violation. The Parties shall then meet and confer during the thirty- (30-)
3 day period following the date the Notice of Violation was sent in an effort to try to reach
4 agreement to resolve the claims alleged in the Notice of Violation. Should such attempts at
5 meeting and conferring during this thirty- (30-) day period fail, CEH may file its enforcement
6 motion or application. In ruling on any motion to enforce the terms of this Section, the Court
7 may, in addition to ordering compliance with the terms of this Consent Judgment, employ such
8 remedies as necessary to ensure compliance with Proposition 65 including, but not limited to,
9 requiring Settling Defendant to provide warnings. Should CEH prevail on any motion or
10 application to enforce a material violation of this Consent Judgment under this Section, CEH shall
11 be entitled to its reasonable attorneys' fees and costs incurred as a result of such motion or
12 application upon a showing that Settling Defendant did not act in good faith. Should Settling
13 Defendant prevail on any motion or application under this Section, Settling Defendant shall be
14 awarded its reasonable attorneys' fees and costs as a result of such motion or application upon a
15 finding by the court that CEH's prosecution of the motion or application was not in good faith.

16 **5. PAYMENTS**

17 **5.1 Total Settlement Payment.** Within fifteen (15) days of the Effective Date,
18 Settling Defendant shall pay the applicable total settlement amount described in Exhibit A for
19 committing to meet the Reformulation Level or the Optional Lower Reformulation Level, as set
20 forth in Sections 3.1 and 3.4, above. As set forth therein, the total settlement amount for Settling
21 Defendant shall be paid in five separate checks in the applicable amounts specified on Exhibit A
22 for Settling Defendant and delivered as set forth below. Any failure by Settling Defendant to
23 comply with the payment terms herein shall be subject to a stipulated late fee to be paid by
24 Settling Defendant in the amount of \$100 for each day the full payment is not received after the
25 applicable payment due date set forth above. The late fees required under this Section shall be
26 recoverable, together with reasonable attorneys' fees, in an enforcement proceeding brought
27 pursuant to Section 4 of this Consent Judgment. The Settlement Payment shall be divided as
28 among the following:

1 5.1.1 A civil penalty pursuant to Health & Safety Code § 25249.7(b). The civil
2 penalty shall be apportioned in accordance with Health & Safety Code §25249.12 (25% to CEH
3 and 75% to the State of California's Office of Environmental Health Hazard Assessment
4 (“OEHHA”)). This payment shall be delivered as follows:

5 For United States Postal Service Delivery:

6 Attn: Mike Gyurics
7 Fiscal Operations Branch Chief
8 Office of Environmental Health Hazard Assessment
9 P.O. Box 4010, MS #19B
 Sacramento, CA 95812-4010

10 For Non-United States Postal Service Delivery:

11 Attn: Mike Gyurics
12 Fiscal Operations Branch Chief
13 Office of Environmental Health Hazard Assessment
 1001 I Street, MS #19B
 Sacramento, CA 95814

14 The CEH portion of the civil penalty shall be made payable to the Center for Environmental
15 Health and associated with taxpayer identification number 94-3251981. This payment shall be
16 delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

17 5.1.2 An Additional Settlement Payment (“ASP”) in lieu of civil penalty
18 pursuant to Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11,
19 § 3204. CEH will use such funds to continue its work educating and protecting people from
20 exposures to toxic chemicals, including 1,4-Dioxane, in personal care products. CEH may also
21 use a portion of such funds to monitor compliance with this Consent Judgment and to purchase
22 and test Settling Defendant’s products to confirm compliance. CEH shall obtain and maintain
23 adequate records to document that ASPs are spent on these activities and CEH agrees to provide
24 such documentation to the Attorney General within thirty days of any request from the Attorney
25 General. The payment pursuant to this Section shall be made payable to the Center for
26 Environmental Health and associated with taxpayer identification number 94-3251981. This
27 payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA
28 94117.

1 5.1.3 A reimbursement of a portion of CEH's reasonable attorneys' fees and
2 costs. The attorneys' fees and cost reimbursement shall be made in two separate checks with a
3 portion payable to the Lexington Law Group, LLP and associated with taxpayer identification
4 number 88-4399775; and the remainder payable to the Center for Environmental Health and
5 associated with taxpayer identification number 94-3251981. Both of these payments shall be
6 delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

7 5.2 If Settling Defendant is unable to comply with the Optional Lower
8 Reformulation Level, Settling Defendant shall make an additional payment of \$10,500 to be split
9 between a civil penalty and ASP as set forth in Exhibit A. Of the additional payment, \$5,500
10 shall be a civil penalty apportioned in accordance with Health & Safety Code § 25249.12 (25% to
11 CEH and 75% to the State of California's Office of Environmental Health Hazard Assessment
12 ("OEHHA")). Accordingly, the OEHHA portion of the civil penalty payment of \$4,125 shall be
13 made payable to OEHHA, associated with taxpayer identification number 68-0284486, and sent
14 to the OEHHA address set forth in section 5.1.1 above. The CEH portion of the additional civil
15 penalty payment of \$1,375 shall be made payable to the Center for Environmental Health and
16 associated with taxpayer identification number 94-3251981. \$1,500 of the additional payment
17 shall be made payable to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117
18 for fees and costs associated with the additional payment. The remaining \$3,500 of the additional
19 payment shall be made payable to the Center for Environmental Health and associated with
20 taxpayer identification number 94-3251981 and shall be used as set forth in Section 5.1.2 above.
21 Both payments to CEH shall be delivered to Lexington Law Group, 503 Divisadero Street, San
22 Francisco, CA 94117.

23 5.3 If Settling Defendant is unable to comply with the Reformulation Level and
24 thereafter elects to provide Clear and Reasonable Warnings pursuant to Section 3.5, Settling
25 Defendant shall make an additional payment of \$24,000 to be split between a civil penalty and
26 ASP as set forth in Exhibit A. Of the additional payment, \$13,000 shall be a civil penalty
27 apportioned in accordance with Health & Safety Code § 25249.12 (25% to CEH and 75% to the
28 State of California's Office of Environmental Health Hazard Assessment ("OEHHA")).

1 Accordingly, the OEHHA portion of the civil penalty payment of \$9,750 shall be made payable to
2 OEHHA, associated with taxpayer identification number 68-0284486, and sent to the OEHHA
3 address set forth in section 5.1.1 above. The CEH portion of the additional civil penalty payment
4 of \$3,250 shall be made payable to the Center for Environmental Health and associated with
5 taxpayer identification number 94-3251981. \$1,500 of the additional payment shall be made
6 payable to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117 for fees and
7 costs associated with the additional payment. The remaining \$9,500 of the additional payment
8 shall be made payable to the Center for Environmental Health and associated with taxpayer
9 identification number 94-3251981 and shall be used as set forth in Section 5.1.2 above. Both
10 payments to CEH shall be delivered to Lexington Law Group, 503 Divisadero Street, San
11 Francisco, CA 94117.

12 **6. MODIFICATION**

13 6.1 **Written Consent.** This Consent Judgment may be modified from time to
14 time by express written agreement of the Parties with the approval of the Court, or by an order of
15 this Court upon motion and in accordance with law.

16 6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall
17 provide notice to and attempt in good faith to meet and confer with all affected Parties prior to
18 filing a motion to modify the Consent Judgment.

19 **7. CLAIMS COVERED AND RELEASED**

20 7.1 Provided that Settling Defendant complies in full with its obligations under
21 Section 5, this Consent Judgment is a full, final and binding resolution between CEH on behalf of
22 itself and the public interest and Settling Defendant and its parents, subsidiaries, affiliated entities
23 that are under common ownership, directors, officers, employees, agents, shareholders,
24 successors, assigns, and attorneys ("Defendant Releasees"), all entities to which Settling
25 Defendant distributes or sells Covered Products, such as distributors, wholesalers, customers,
26 retailers as well as franchisees, suppliers, licensors and licensees ("Downstream Defendant
27 Releasees"), and, to the extent they comply with the specifications set forth in this Consent
28 Judgment, all upstream entities that manufactured, distributed, sold, or otherwise supplied the

1 Covered Products to Settling Defendant (“Upstream Releasees”) of any violation of Proposition
2 65 based on failure to warn about alleged exposure to 1,4-Dioxane contained in Covered Products
3 that were sold by Settling Defendant prior to the Effective Date. For purposes hereof, Defendant
4 Releasees, Upstream Releasees, and Downstream Defendant Releasees shall be collectively
5 referred to as “Releasees”.

6 7.2 Provided that Settling Defendant complies in full with its obligations under
7 Section 5, CEH, for itself, its agents, successors and assigns, releases, waives, covenants not to
8 sue, and forever discharges any and all claims against Settling Defendant and all Releasees
9 arising from any violation of Proposition 65 or any other statutory or common law claims that
10 have been or could have been asserted by CEH individually regarding the failure to warn about
11 exposure to 1,4-Dioxane contained in Covered Products (i) sold by Settling Defendant prior to the
12 Compliance Date or (ii) which Settling Defendant purchased prior to the Effective Date.

13 7.3 Compliance with the terms of this Consent Judgment by Settling Defendant
14 and Defendant Releasees shall constitute compliance with Proposition 65 by Settling Defendant,
15 Defendant Releasees, Upstream Releasees, and Downstream Defendant Releasees with respect to
16 any alleged failure to warn about 1,4-Dioxane in Covered Products manufactured, distributed, or
17 sold by Settling Defendant after the Effective Date.

18 7.4 Nothing in this Section 7 affects CEH’s right to commence or prosecute an
19 action under Proposition 65 against any person other than Settling Defendant, Upstream
20 Releasees, Defendant Releasees, or Downstream Defendant Releasees.

21 **8. NOTICE**

22 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
23 notice shall be sent by first class and electronic mail to:
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Mark N. Todzo
Lexington Law Group
503 Divisadero Street
San Francisco, CA 94117
mtodzo@lexlawgroup.com

8.2 When Settling Defendant is entitled to receive any notice under this Consent Judgment, the notice shall be sent by first class and electronic mail to:

David M. Barnes
Hogan Lovells US LLP
4 Embarcadero Center, Suite 3500
San Francisco, CA 94111
david.barnes@hoganlovells.com

8.3 Any Party may modify the person and address to whom the notice is to be sent by sending the other Party notice by first class and electronic mail.

9. COURT APPROVAL

9.1 This Consent Judgment shall become effective upon entry by the Court. CEH shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant shall support entry of this Consent Judgment.

9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or effect and shall never be introduced into evidence or otherwise used in any proceeding for any purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

10. GOVERNING LAW AND CONSTRUCTION

10.1 The terms of this Consent Judgment shall be governed by the laws of the State of California.

11. ATTORNEYS' FEES

11.1 Should CEH prevail on any motion, application for an order to show cause, or other proceeding to enforce a violation of this Consent Judgment, CEH shall be entitled to its reasonable attorneys' fees and costs incurred as a result of such motion or application. Should Settling Defendant prevail on any motion application for an order to show cause or other proceeding, Settling Defendant shall be awarded its reasonable attorneys' fees and costs as a result of such motion or application upon a finding by the Court that CEH's prosecution of the

1 motion or application lacked substantial justification. For purposes of this Consent Judgment, the
2 term substantial justification shall carry the same meaning as used in the Civil Discovery Act of
3 1986, California Code of Civil Procedure §§ 2016, *et seq.* This section is not intended to
4 preclude the ordinary operation of California Civil Code §1717.

5 11.2 Except as otherwise provided in this Consent Judgment, each Party shall bear
6 its own attorneys' fees and costs.

7 11.3 Nothing in this Section 11 shall preclude a Party from seeking an award of
8 sanctions pursuant to law.

9 **12. ENTIRE AGREEMENT**

10 12.1 This Consent Judgment contains the sole and entire agreement and
11 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior
12 discussions, negotiations, commitments or understandings related thereto, if any, are hereby
13 merged herein and therein. There are no warranties, representations or other agreements between
14 the Parties except as expressly set forth herein. No representations, oral or otherwise, express or
15 implied, other than those specifically referred to in this Consent Judgment have been made by any
16 Party hereto. No other agreements not specifically contained or referenced herein, oral or
17 otherwise, shall be deemed to exist or to bind any of the Parties hereto. Any agreements
18 specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind
19 any of the Parties hereto only to the extent that they are expressly incorporated herein. No
20 supplementation, modification, waiver or termination of this Consent Judgment shall be binding
21 unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions
22 of this Consent Judgment shall be deemed or shall constitute a waiver of any of the other
23 provisions hereof whether or not similar, nor shall such waiver constitute a continuing waiver.

24 **13. SUCCESSORS AND ASSIGNS**

25 13.1 This Consent Judgment shall apply to and be binding upon CEH and Settling
26 Defendant, and their respective divisions, subdivisions and subsidiaries, and the successors or
27 assigns of any of them. This Consent Judgment shall not apply to and is not binding upon Family
28 Dollar Stores, Inc., Family Dollar, LLC, and Midwood Brands, LLC.

1 **14. RETENTION OF JURISDICTION**

2 1.14 This Court shall retain jurisdiction of this matter to implement or modify the
3 Consent Judgment.

4 **15. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

5 15.1 Each signatory to this Consent Judgment certifies that he or she is fully
6 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into
7 and execute the Consent Judgment on behalf of the Party represented and legally to bind that
8 Party.

9 **16. NO EFFECT ON OTHER SETTLEMENTS**

10 16.1 Nothing in this Consent Judgment shall preclude CEH from resolving any
11 claim against an entity other than Settling Defendant on terms that are different than those
12 contained in this Consent Judgment.

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15 **IT IS SO ORDERED:**

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18 Dated: _____, 2025

Judge of the Superior Court

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IT IS SO STIPULATED:

Dated: July 9, 2025

CENTER FOR ENVIRONMENTAL HEALTH



Kizzy Charles-Guzman
Chief Executive Officer

Dated: _____, 2025

DOLLAR TREE STORES, INC.

Signature

Printed Name

Title

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IT IS SO STIPULATED:

Dated: _____, 2025

CENTER FOR ENVIRONMENTAL HEALTH

Kizzy Charles-Guzman
Chief Executive Officer

Dated: 7/10, 2025

DOLLAR TREE STORES, INC.


Signature

David Hartnett
Printed Name

Associate General Counsel
Title

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EXHIBIT A

Payee	Type	Amount Reformulation Level (10ppm)	Amount Optional Lower Reformulation Level (3ppm)	Amount Clear and Reasonable Warning	Deliver To
OEHHA	Penalty	\$7,627.50	\$3,502.50	\$13,252.50	OEHHA per Section 5.1.1
Center For Environmental Health	Penalty	\$2,542.50	\$1,167.50	\$4,417.50	LLG
Center For Environmental Health	ASP	\$6,980	\$3,480	\$12,980	LLG
Lexington Law Group	Fee and Cost	\$24,100	\$22,600	\$24,100	LLG
Center For Environmental Health	Fee and Cost	\$4,250	\$4,250	\$4,250	LLG