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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 HUEL LIMITED, a British limited company;
 22 DOE 1: HUEL, INC., a Delaware corporation;
 23 and DOES 2 through 100, inclusive,

24 Defendants.

Case No. 24CV080982

[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 Defendants Huel Limited and Huel, Inc. (“Defendants” or “Huel”) with
5 EHA and Huel 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 Defendants**

11 The Huel Defendants each employ ten or more individuals and for purposes of this Consent
12 Judgment only, constitute “persons in the course of doing business” for purposes of the Safe Drinking
13 Water and Toxic Enforcement Act of 1986, Health and Safety Code section 25249.6 et seq.
14 (“Proposition 65”).

15 **1.4 General Allegations**

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

20 **1.5 Notice of Violation**

21 On or around March 8, 2024, EHA served Huel Limited, Amazon.com, Inc., the California
22 Attorney General, and all other required public enforcement agencies with a 60-Day Notice of
23 Violation of Proposition 65 (“Notice”). This Notice was subsequently amended on July 8, 2024, to add
24 Huel, Inc. as a manufacturer. The Notice alleged that Huel violated Proposition 65 by failing to
25 sufficiently warn consumers in California of the health hazards associated with exposures to lead
26 contained in dietary supplements products, including but not limited to Huel Daily Greens
27 manufactured or processed by Huel that allegedly contain lead and are imported, sold, shipped,
28 delivered, or distributed for sale to consumers in 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 the pre-2025 formulation of Huel Daily
5 Greens manufactured or processed by Huel that allegedly contain lead and are imported, sold, shipped,
6 delivered, or distributed for sale to consumers in California by Releasees (as defined in section 4.1)
7 (“Covered Products”).

8 **1.7 State of the Pleadings**

9 On or around June 24, 2024, EHA filed a Complaint against Huel for the alleged violations of
10 Proposition 65 that are the subject of the Notice (“Complaint”).

11 **1.8 No Admission**

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

21 **1.9 Jurisdiction**

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

26 **1.10 Effective Date**

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

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3 **2. INJUNCTIVE RELIEF**

4 **2.1 Cessation of Sales into California**

5 Commencing on the Effective Date, and continuing thereafter, Huel shall not sell in California,
6 or distribute for sale in California, the Covered Products unless accompanied by warnings as set forth
7 in Section 2.2 below. As used in Section 2.1, “distribute for sale in California” means to directly ship
8 the Covered Products into California or sell Covered Products to a distributor Huel knows will sell the
9 Covered Products in California. Huel may comply with the terms of this Consent Judgment by ceasing
10 sales of Covered Products in California.

11 **2.2 General Warning Requirements**

12 For Covered Products which are distributed or directly sold by Huel in the State of California
13 on or after the Effective Date, Huel shall provide a “clear and reasonable” Proposition 65 warning,
14 within the meaning of Section 2549.6 of the Act, subject to Section 2.3 of this Agreement. Huel agrees
15 that each warning shall be prominently placed with such conspicuousness, as compared with words,
16 statements, designs, or devices as to render it likely to be seen, read, and understood by an ordinary
17 individual under customary conditions before purchase or use. Each warning shall be provided in a
18 manner such that the consumer or user understands to which specific Covered Products the warning
19 applies, and which listed chemical(s) is/are implicated, so as to minimize the risk of consumer
20 confusion.

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1 For purposes of this Settlement Agreement, a clear and reasonable warning for the Covered
2 Products shall consist of a product-specific warning via one or more of the following methods: (1) A
3 posted sign, shelf tag, or shelf sign for the consumer product at each point of display of the product;
4 (2) Any electronic device or process that automatically provides the warning to the purchaser (not
5 applicable to internet purchases, which are subject to the provisions of § 25602(b)); (3) A warning
6 directly affixed to the product’s label or tag; or (4) A short-form warning on the label that complies
7 with the content requirements set forth in §§ 25603(b) and 25603(a). Specifically, pursuant to §
8 25603(a) – (d), one of the following statements must be utilized:

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12 **1) “WARNING:” [or] “CA WARNING:” [or] “CALIFORNIA**
13 **WARNING:”:** Consuming this product can expose you to lead, which is
14 known to the State of California to cause cancer and birth defects or other
15 reproductive harm. For more information go to [www.P65Warnings.ca.gov/](http://www.P65Warnings.ca.gov/food)
16 [food](http://www.P65Warnings.ca.gov/food).

17 **OR**

18 **SHORT**
19 **FORM**

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

23 **OR**

24 **SHORT**
25 **FORM**

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

OR

29 **SHORT FORM ON**
30 **A PRODUCT**
31 **MANUFACTURED**
32 **/LABELED PRIOR**
33 **TO 1/1/28,**
34 **REGARDLESS OF**
35 **DATE OF SALE**

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

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

9 As set forth in Cal. Code Regs. Tit. 27, § 25602(b), to the extent Covered Products are sold
10 online, a warning that complies with the content requirements of Cal. Code Regs Tit. 27, § 25603 must
11 be provided via of the following methods: (1) A warning on the product display page; (2) A clearly
12 marked hyperlink using the word “**WARNING**” or the words “**CA WARNING**” or “**CALIFORNIA**
13 **WARNING**” on the product display page that links to the warning; or (3) An otherwise prominently
14 displayed warning provided to the purchaser prior to completing the purchase. If a warning is provided
15 using the short-form label content pursuant to Section 25602(a)(4), the warning provided on the website
16 may use the same content. For purposes of this section, a warning is not prominently displayed if the
17 purchaser must search for it in the general content of the website. For internet purchases made prior to
18 1/1/28, a retail seller is not responsible under Section 25600.2(e)(4) for conspicuously posting or
19 displaying the new warning online until 60 calendar days after the retailer receives a warning or a written
20 notice under Section 25600.2(b) and (c) which updates a short-form warning compliant with Section
21 25603(c) with content compliant with Section 25603(b). These requirements extend to any websites
22 under the exclusive control of Huel where Covered Products are sold into California. In addition, Huel
23 shall instruct any third-party website to which it directly sells its Covered Products to include the same
24 online warning, as set forth above, as a condition of selling the Covered Products in California.

1 **2.3 Grace Period for Existing Inventory / Sell-Through Period**

2 Covered Products that are manufactured, packaged, or put into the stream of commerce on or
3 before the Effective Date shall be subject to the release of liability pursuant to this Consent Judgment,
4 without regard to when such Covered Products were, or are in the future, distributed or sold to
5 customers. As a result, the injunctive relief obligations of Huel, or any Releasees (if applicable), stated
6 in this Section 2, do not apply to Covered Products manufactured, packaged, or put into the stream of
7 commerce prior to the Effective Date.

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16 **3. MONETARY SETTLEMENT TERMS**

17 **3.1 Settlement Amount**

18 Huel shall pay ninety thousand dollars (\$90,000) in settlement and total satisfaction of all the
19 claims referred to in the Notice(s), the Complaint, and this Consent Judgment. This includes civil
20 penalties in the amount of nine thousand dollars (\$9,000) pursuant to Health and Safety Code section
21 25249.7(b) and attorneys’ fees and costs in the amount of eighty-one thousand dollars (\$81,000)
22 pursuant to Code of Civil Procedure section 1021.5.

23 **3.2 Civil Penalty**

24 The portion of the settlement attributable to civil penalties shall be allocated according to Health
25 and Safety Code section 25249.12(c)(1) and (d), with seventy-five percent (75%) of the penalty paid
26 to the California Office of Environmental Health Hazard Assessment (“OEHHA”), and the remaining
27 twenty-five percent (25%) of the penalty paid to EHA individually. The \$9,000 in civil penalties shall
28 be paid as follows:

- One payment of \$6,750 to OEHHA, due fourteen (14) days after the Effective Date.
- One payment of \$2,250 to EHA, due fourteen (14) days after the Effective date.

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

Environmental Health Advocates
225 Broadway, Suite 2100
San Diego, CA 92101

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

For United States Postal Service Delivery:

Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
P.O. Box 4010
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

Huel 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:

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

3 All payments referenced in this section shall be paid within fourteen (14) days of the date the Court
4 approves EHA’s motion to approve this Consent Judgment.

5 **3.3 Attorneys’ Fees and Costs**

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

10 Huel shall provide its payment for civil penalty and for attorneys’ fees and costs to EHA’s
11 counsel by physical check or by electronic means, including wire transfers, at Huel's discretion, as
12 follows: \$81,000 in Attorney’s Fees and Costs shall be paid as one payment of \$81,000, due fourteen
13 (14) days after the Effective Date.

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

15
16 Isaac Fayman
17 Entorno Law, LLP
225 Broadway, Suite 1900
18 San Diego, CA 92101
19
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21 **4. CLAIMS COVERED AND RELEASE**

22 **4.1 EHA’s Public Release of Proposition 65 Claims**

23 Plaintiff, acting on its own behalf and in the public interest, releases Huel, and its parents,
24 subsidiaries, affiliated entities under common ownership or control, its directors, officers, principals,
25 agents, employees, attorneys, insurers, accountants, predecessors, successors, and assigns (“Defendant
26 Entities”), each entity to whom Defendant directly or indirectly distributes, ships, or sells the Covered
27 Products, including but not limited to downstream distributors, wholesalers, customers, retailers
28 (including but not limited to Huel), and marketplaces franchisees, franchisors, cooperative members,

1 suppliers, licensees, and licensors, and all of the foregoing entities' owners, directors, officers, agents,
2 principals, employees, attorneys, insurers, accountants, representatives, predecessors, successors, and
3 assigns (collectively referred to as the "Releasees") from all claims for violations of Proposition 65 up
4 through the Effective Date based on exposure to lead from Covered Products as set forth in the
5 Notice(s). Compliance with the terms of this Consent Judgment constitutes compliance with
6 Proposition 65 with respect to exposures to lead from Covered Products as set forth in the Notice(s).
7 This Consent Judgment is a full, final, and binding resolution of all claims under Proposition 65 that
8 were or could have been asserted against Huel and/or Releasees for failure to comply with Proposition
9 65 for alleged exposure to lead from Covered Products. This release does not extend to any third-party
10 retailers selling the product on a website who, after receiving instruction from Huel to include a warning
11 as set forth above in section 2.2, do not include such a warning.

12 **4.2 EHA's Individual Release of Claims**

13 EHA, in its individual capacity, also provides a release to Huel and/or Releasees, which shall
14 be a full and final accord and satisfaction of, as well as a bar to, all actions, causes of action, obligations,
15 costs, expenses, attorneys' fees, damages, losses, claims, liabilities, and demands of every nature,
16 character, and kind, whether known or unknown, suspected or unsuspected, arising out of alleged or
17 actual exposures to lead in Covered Products manufactured, imported, sold, or distributed by Huel
18 before the Effective Date.

19 **4.3 Huel's Release of EHA**

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

25 **4.4 No Other Known Claims or Violations**

26 EHA and EHA's counsel affirm that they are not presently aware of any actual or alleged
27 violations of Proposition 65 by Huel or for which Huel bears legal responsibility other than those that
28 are fully resolved by this Consent Judgment.

1 **5. COURT APPROVAL**

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

5 **6. SEVERABILITY**

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

8 **7. GOVERNING LAW**

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

20 **8. ENFORCEMENT**

21 In any action to enforce the terms of this Consent Judgment, the prevailing party shall be entitled
22 to its reasonable attorneys’ fees and costs. The injunctive terms of this Consent Judgment may be
23 enforced by public agency prosecutors pursuant to California Health and Safety Code section
24 25249.7(c), and/or by private party prosecutors acting “in the public interest” under California Health
25 and Safety Code section 25249.7(d).

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

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

3 If to Huel:

4 David H. Kwasniewski
5 BraunHagey & Borden LLP
6 747 Front Street, 4th floor
7 San Francisco, CA 94111
8 kwasniewski@braunhagey.com

If to EHA:

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

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

11 **10. COUNTERPARTS; DIGITAL SIGNATURES**

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

15 **11. POST EXECUTION ACTIVITIES**

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

25 **12. MODIFICATION**

26 This Consent Judgment may be modified by: (i) a written agreement of the Parties and entry of
27 a modified consent judgment thereon by the Court; or (ii) a successful motion or application of any
28 Party, and the entry of a modified consent judgment thereon by the Court.

1 **13. AUTHORIZATION**

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

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

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

9 **15. ENTIRE AGREEMENT**

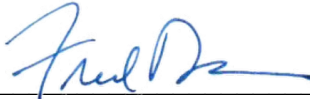
10 This Consent Judgment contains the sole and entire agreement and understanding of the Parties
11 with respect to the entire subject matter herein, and any and all prior discussions, negotiations,
12 commitments, and understandings related hereto. No representations, oral or otherwise, express or
13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

15 **AGREED TO:**

AGREED TO:

16
17 Date: 5/21/26

Date: 5/21/2026

18
19 By: 
20 ENVIRONMENTAL HEALTH
21 ADVOCATES, INC.

DocuSigned by:
22 
23 HUEL, INC.
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24 **IT IS SO ORDERED.**

25 Date: _____

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28 JUDGE OF THE SUPERIOR COURT