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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 REVIVE MD SUPPLEMENT COMPANY
17 LLC, a Florida limited liability company;
18 BODY GOODS, LLC, a California limited
19 liability company; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 24CV094244

[PROPOSED] CONSENT JUDGMENT

(Health & Safety Code § 25249.6 *et seq.* and
Code Civ. Proc. § 664.6)

1. INTRODUCTION

1.1 Parties

This Consent Judgment is entered into by and between Environmental Health Advocates, Inc., (“EHA” or “Plaintiff”) and Revive MD Supplement Company LLC (“Defendant” or “Revive”) with EHA and Revive each individually referred to as a “Party” and collectively referred to as the “Parties.”

1.2 Plaintiff

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

1.3 Defendant

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

1.4 General Allegations

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

1.5 Notice of Violation

On or around March 18, 2024, EHA served Defendant Revive, ReviveMD LLC, Body Goods, LLC, the California Attorney General, and all other required public enforcement agencies with a 60-Day Notice of Violation of Proposition 65 (“Notice”). The Notice alleged that Revive had violated Proposition 65 by failing to sufficiently warn consumers in California of the health hazards associated with exposures to lead contained in dietary supplement powder products, including but not limited to Revive MD Daily Greens Powder Fresh Berry, manufactured or processed by Revive that allegedly contain lead and are imported, sold, shipped, 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 dietary supplement powder products,
5 including but not limited to Revive MD Daily Greens Powder Fresh Berry, manufactured or processed
6 by Revive that allegedly contain lead and are imported, sold, shipped, delivered, or distributed for sale
7 to consumers in California by Releasees (as defined in section 4.1) (“Covered Products”).

8 **1.7 State of the Pleadings**

9 On or around October 1, 2024, EHA filed a Complaint against Revive and Body Goods, LLC
10 for the alleged violations of Proposition 65 that are the subject of the Notice (“Complaint”).

11 **1.8 No Admission**

12 Revive denies 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. 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 Revive'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 Revive 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 30 days from the
3 date on which this Consent Judgment is approved and entered as a judgment of the Court, as discussed
4 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 or to sell Covered
14 Products to a distributor Defendant knows will sell Covered Products in California.

15 **2.2 Clear and Reasonable Warnings**

16 For Covered Products that contain lead in a concentration exceeding the Reformulation
17 Standard set forth in section 2.1 above, and which are distributed or directly sold by Revive in the State
18 of California on or after the Compliance Date, Revive shall provide a “clear and reasonable”
19 Proposition 65 warning, within the meaning of Section 2549.6 of the Act, subject to Section 2.3 of this
20 Agreement. Revive agrees that each warning shall be prominently placed with such conspicuousness,
21 as compared with words, statements, designs, or devices as to render it likely to be seen, read, and
22 understood by an ordinary individual under customary conditions before purchase or use. Each warning
23 shall be provided in a manner such that the consumer or user understands to which specific Covered
24 Products the warning applies, and which listed chemical(s) is/are implicated, so as to minimize the risk
25 of consumer confusion.

26 For purposes of this Settlement Agreement, a clear and reasonable warning for the Covered
27 Products shall consist of a product-specific warning via one or more of the following methods: (1) A
28 posted sign, shelf tag, or shelf sign for the consumer product at each point of display of the product;

(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 1/1/28, a retail seller is not responsible under Section 25600.2(e)(4) for conspicuously posting or
13 displaying the new warning online until 60 calendar days after the retailer receives a warning or a written
14 notice under Section 25600.2(b) and (c) which updates a short-form warning compliant with Section
15 25603(c) with content compliant with Section 25603(b). These requirements extend to any websites
16 under the exclusive control of Revive where Covered Products are sold into California.

17 **2.3 Sell-Through Period**

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

25 **3. MONETARY SETTLEMENT TERMS**

26 **3.1 Settlement Amount**

27 Revive shall pay fifty thousand dollars (\$50,000.00) in settlement and total satisfaction of all
28 the claims referred to in the Notice(s), the Complaint, and this Consent Judgment. This includes civil

penalties in the amount of five thousand dollars (\$5,000.00) pursuant to Health and Safety Code section 25249.7(b) and attorneys' fees and costs in the amount of forty-five thousand dollars (\$45,000.00) pursuant to Code of Civil Procedure section 1021.5.

3.2 Civil Penalty and Method of Payment

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

- One payment of \$3,750.00 to OEHHA, due fourteen (14) days after the Effective Date.
- One payment of \$1,250.00 to EHA, due fourteen (14) days after the Effective date.

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

Isaac Fayman
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 Federal Express 2-Day Delivery:

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

Revive 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:

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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.

All payments referenced in this section shall be paid within fourteen (14) 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 Entorno Law, LLP, which is entitled to attorneys' fees and costs incurred by it in this action, including but not limited to investigating potential violations, bringing this matter to Revive's attention, as well as litigating and negotiating a settlement in the public interest.

Revive 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 Revive's discretion. Payments by Revive under this Consent Judgment shall be as paid as follows:

1. One payment of twenty thousand dollars (\$20,000.00) to Entorno Law, LLP, due thirty (30) days after the Effective Date;
2. One payment of five thousand dollars (\$5,000.00) to Entorno Law, LLP, due sixty (60) days after the Effective Date;
3. One payment of five thousand dollars (\$5,000.00) to Entorno Law, LLP, due ninety (90) days after the Effective Date;
4. One payment of five thousand dollars (\$5,000.00) to Entorno Law, LLP, due one hundred twenty (120) days after the Effective Date;
5. One payment of five thousand dollars (\$5,000.00) to Entorno Law, LLP, due one hundred fifty (150) days after the Effective Date; and
6. One payment of five thousand dollars (\$5,000.00) to Entorno Law, LLP, due one hundred fifty (180) days after the Effective Date.

If payment is not issued as set forth in this timeline, counsel for EHA shall give the undersigned counsel for Revive Notice as set forth in Section 9 herein, to include Notice via e-mail. A payment following such Notice shall be deemed timely if received by Entorno Law, LLP within seven (7) days of Revive's receipt of the Notice. If the first five payments are timely are timely paid by Revive, EHA

1 and Entorno Law, LLC agree to waive the seventh (7th) (enumerated as 6. herein) and final payment
2 of five thousand dollars (\$5,000.00), in which event Revive's portion of the Settlement Amount
3 attributable to Attorneys' Fees and costs will total forty thousand dollars (\$40,000.00).

4 EHA shall dismiss or otherwise agree to dismiss the current action with prejudice within thirty
5 (30) days of receipt of the last payment required as set forth herein. This Court, however, shall retain
6 jurisdiction over the matters set forth in this Consent Judgment including, but not limited to, any dispute
7 relating to this Consent Judgment and/or any relief sought pursuant to Section 7 herein.

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

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

12 **4. CLAIMS COVERED AND RELEASE**

13 **4.1 EHA's Public Release of Proposition 65 Claims**

14 Plaintiff, acting on its own behalf and in the public interest, releases Revive, and its parents,
15 subsidiaries, affiliated entities under common ownership or control, its directors, officers, principals,
16 agents, employees, attorneys, insurers, accountants, predecessors, successors, and assigns ("Defendant
17 Entities"), each entity from which Revive purchases the Covered Products at the wholesale level, and
18 each entity to whom Revive directly or indirectly distributes, ships, or sells the Covered Products,
19 including but not limited to downstream distributors, wholesalers, customers, retailers (including but
20 not limited to Revive MD Supplement Company LLC and Body Goods, LLC), and marketplaces
21 franchisees, franchisors, cooperative members, suppliers, licensees, and licensors, and all of the
22 foregoing entities' owners, directors, officers, agents, principals, employees, attorneys, insurers,
23 accountants, representatives, predecessors, successors, and assigns (collectively referred to as the
24 "Releasees") from all claims for violations of Proposition 65 up through the Compliance Date based
25 on exposure to lead from Covered Products. Compliance with the terms of this Consent Judgment
26 constitutes compliance with Proposition 65 with respect to exposures to lead from Covered Products
27 as set forth in the Notice(s). This Consent Judgment is a full, final, and binding resolution of all claims
28

1 under Proposition 65 that were or could have been asserted against Revive and/or Releasees for failure
2 to comply with Proposition 65 for alleged exposure to lead from Covered Products.

3 **4.2 EHA's Individual Release of Claims**

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

10 **4.3 Revive's Release of EHA**

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

16 **4.4 No Other Known Claims or Violations**

17 EHA and EHA's counsel affirm that they are not presently aware of any actual or alleged
18 violations of Proposition 65 by Revive and/or Body Goods, LLC, or for which Revive and/or Body
19 Goods, LLC bear legal responsibility, other than those that are fully resolved by this Consent
20 Judgment.

21 **5. COURT APPROVAL**

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

25 **6. SEVERABILITY**

26 Subsequent to the Court's approval and entry of this Consent Judgment, if any provision is held
27 by a court to be unenforceable, the validity of the remaining provisions shall not be adversely affected.
28

1 **7. GOVERNING LAW**

2 The terms of this Consent Judgment shall be governed by the laws of the state of California as
3 applied within the state of California. In the event that Proposition 65 is repealed, or is otherwise
4 rendered inapplicable for reasons, including but not limited to changes in the law; or in the event the
5 California Office of Health Hazard Assessment adopts a regulation or safe use determination, or issues
6 an interpretive guideline that exempts Covered Products from meeting the requirements of Proposition
7 65; or if lead cases are permanently enjoined by a court of competent jurisdiction; or if Proposition 65
8 is determined to be preempted by federal law or a burden on First Amendment rights with respect to
9 lead in Covered Products or Covered Products substantially similar to Covered Products, then Revive
10 may seek relief from the injunctive obligations imposed by this Consent Judgment to the extent any
11 Covered Products are so affected by modifying the agreement via the mechanisms set forth in Section
12 12. Should the legal and/or regulatory changes set forth in this provision occur, and subject to Section
13 6 herein, EHA shall consent to the injunctive-related relief sought by Revive, and EHA shall execute
14 and file, or agree to the filing of, any document(s) necessary as to memorialize and/or effectuate EHA's
15 consent.

16 **8. ENFORCEMENT**

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

19 **9. NOTICE**

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

24 If to Revive:

25 CL Parker
26 CL Parker, LLC
27 4080 McGinnis Ferry Road, Suite 401
28 Alpharetta, Georgia 30005
29 cl@clparkerllc.com

30 If to EHA:

31 Noam Glick
32 Entorno Law, LLP
33 225 Broadway, Suite 2100
34 San Diego, CA 92101
35 noam@entornolaw.com

36 Any Party may, from time to time, specify in writing to the other, a change of address to which

1 notices and other communications shall be sent.

2 **10. COUNTERPARTS; DIGITAL SIGNATURES**

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

6 **11. POST EXECUTION ACTIVITIES**

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

16 **12. MODIFICATION**

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

20 **13. AUTHORIZATION**

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

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

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

28 ///

1 **15. ENTIRE AGREEMENT**

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

7 **AGREED TO:**

AGREED TO:

8
9 Date: 2025-07-03

Date: 2025-07-03

10 By: 
11 ENVIRONMENTAL HEALTH
12 ADVOCATES, INC.

By: *John West*
11 REVIVE MD SUPPLEMENT COMPANY
12 LLC

13
14 **IT IS SO ORDERED.**

15
16 Date: _____

17 JUDGE OF THE SUPERIOR COURT

CERTIFICATE *of* SIGNATURE

REF. NUMBER
ZTCW4-XYAM3-J27TV-V5H4N

DOCUMENT COMPLETED BY ALL PARTIES ON
03 JUL 2025 14:51:55 UTC

SIGNER

JOHN WEST

EMAIL
JOHNW@REVIVEDX.COM

TIMESTAMP

SENT
02 JUL 2025 19:47:44 UTC

VIEWED
02 JUL 2025 20:59:43 UTC

SIGNED
03 JUL 2025 14:51:55 UTC

SIGNATURE



IP ADDRESS
99.99.137.131

LOCATION
STUART, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
02 JUL 2025 20:59:43 UTC

