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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 GORILLA MIND LLC, an Idaho limited  
 22 liability company; AMAZON.COM, INC., a  
 23 Delaware corporation; and DOES 1 through  
 24 100, inclusive,

25 Defendants.

Case No. 24CV089264

**[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 Gorilla Minds LLC (“Defendant” or “Gorilla Mind”) with EHA and Gorilla  
5 Mind 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 Gorilla Mind employs ten or more individuals and for purposes of this Consent Judgment only,  
12 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 Gorilla Mind manufactures, imports, sells, and distributes for sale Gorilla  
16 Mind Respawn dietary supplements that contain lead. EHA further alleges that Gorilla Mind does so  
17 without providing a sufficient health hazard warning as required by Proposition 65 and related  
18 Regulations. Gorilla Mind 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 December 1, 2023, EHA served Defendant Gorilla Mind, Amazon.com Inc., the  
22 California Attorney General, and all other required public enforcement agencies with a 60-Day Notice  
23 of Violation of Proposition 65 (“Notice”). An amended notice correcting the product category was  
24 served on or around June 7, 2024 (“Amended Notice”). Collectively, the Notice and Amended Notice  
25 will be referred to as “Notices.” The Notices alleged that Gorilla Mind had violated Proposition 65 by  
26 failing to sufficiently warn consumers in California of the health hazards associated with exposures to  
27 lead contained in Gorilla Mind Respawn dietary supplements that are manufactured or processed by  
28 Gorilla Mind that allegedly contain lead and are imported, sold, shipped, delivered, or distributed for

1 sale to consumers in California.

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

4 **1.6 Product Description**

5 The products covered by this Consent Judgment are expressly limited to Gorilla Mind Respawn  
6 dietary supplements manufactured or processed by Gorilla Mind (“Covered Products”).

7 **1.7 State of the Pleadings**

8 On or around August 28, 2024, EHA filed a Complaint against Gorilla Mind for the alleged  
9 violations of Proposition 65 that are the subject of the Notices (“Complaint”).

10 **1.8 No Admission**

11 Gorilla Mind denies the material factual and legal allegations of the Notices and Complaint and  
12 maintains that all of the products it has manufactured, imported, sold, and/or distributed for sale in  
13 California, including Covered Products, have been, and are, in compliance with all applicable laws,  
14 rules and regulations. The Parties have entered into this Consent Judgment in order to settle,  
15 compromise, and resolve disputed claims and thus avoid prolonged and costly litigation. Nothing in  
16 this Consent Judgment nor compliance with this Consent Judgment shall be construed as an admission  
17 by any of the Parties or their respective officers, directors, shareholders, employees, agents, parent  
18 companies, subsidiaries, divisions, franchisees, licensees, customers, suppliers, distributors,  
19 wholesalers, or retailers of any fact, finding, conclusion of law, issue of law, or violation of law. Except  
20 as expressly set forth herein, nothing in this Consent Judgment shall prejudice, waive, or impair any  
21 right, remedy, argument, or defense the Parties may have in any current or future legal proceeding  
22 unrelated to these proceedings.

23 **1.9 Jurisdiction**

24 For purposes of this Consent Judgment and any further court action that may become necessary  
25 to enforce this Consent Judgment, the Parties stipulate that this Court has jurisdiction over the  
26 allegations of violations contained in the Complaint and personal jurisdiction over Gorilla Mind as to  
27 the acts alleged in the Complaint, that venue is proper in the County of Alameda, and that the Court  
28 has jurisdiction to enter and enforce the provisions of this Consent Judgment as a full and final

1 resolution of all claims up through and including the Effective Date that were or could have been  
2 asserted in this action based on the facts alleged in the Notices and Complaint.

3 **1.10 Effective Date**

4 For purposes of this Consent Judgment, the term “Effective Date” means the date on which this  
5 Consent Judgment is entered as a Judgment by this Court.

6 **1.11 Compliance Date**

7 For purposes of this Consent Judgment, the term “Compliance Date” means 30 days after the  
8 Effective Date.

9 **2. INJUNCTIVE RELIEF, REFORMULATION, AND WARNINGS**

10 **2.1 Reformulation of the Covered Products**

11 Beginning on or before the Compliance Date, Gorilla Mind shall be permanently enjoined from  
12 manufacturing for sale in the State of California, “Distributing into the State of California,” or directly  
13 selling in the State of California, any Covered Product that exposes a person to a “Daily Lead Exposure  
14 Level” of more than 0.5 micrograms of lead based on a single serving per day unless such Covered  
15 Products comply with the warning requirements of Section 2.2.

16 **2.1.1** As used in this Consent Judgment, the term “Distributing into the State of  
17 California” shall mean to directly ship Covered Products into California or to sell Covered Products to  
18 a distributor or retailer Gorilla Mind knows will sell Covered Products in California.

19 **2.1.2.** For purpose of this Consent Judgment, the term “Daily Lead Exposure Level”  
20 shall be measured in micrograms, and shall be calculated using the following formula: micrograms of  
21 lead per gram of product, multiplied by grams of product per serving of the product (using the largest  
22 serving size appearing on the product label), multiplied by servings of the product per day (using the  
23 largest number of recommended daily servings appearing on the label), which equals micrograms of  
24 lead exposure per day. If the label contains no recommended daily servings, then the number of  
25 recommended daily servings shall be one.

26 **2.2 Clear and Reasonable Warnings**

27 If Gorilla Mind is required to provide a warning pursuant to Section 2.1, one of the following  
28 warnings must be utilized (“Warning”):

1  
2  
3       **OPTION 1:**

4       **WARNING:** Consuming this product can expose you to chemicals including [lead] which is  
5       known to the State of California to cause [cancer and] birth defects or other reproductive harm.  
6       For more information go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

7       OR

8       **OPTION 2:**

9       **WARNING:** [Cancer and] Reproductive Hann - [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

10       Gorilla Mind shall use the phrase “cancer and” in the Warning if Gorilla Mind has reason to  
11       believe that the “Daily Lead Exposure Level” is greater than 15 micrograms of lead or if Gorilla Mind  
12       knows that another Proposition 65 chemical is present which may require a cancer warning.

13       The Warning shall be securely affixed to or printed upon the label of each Covered  
14       Product, and it must be set off from other surrounding information and enclosed in a box. In  
15       addition, for any Covered Product sold over the internet, the Warning shall appear on the  
16       checkout page when a California delivery address is indicated for any purchase of any Covered  
17       Product. An asterisk or other identifying method must be utilized to identify which products on  
18       the checkout page are subject to the Warning. The Warning provided for internet sales may be  
19       provided with a conspicuous hyperlink stating “**WARNING**” in all capital and bold letters so  
20       long as the hyperlink goes directly to a page prominently displaying the Warning without  
21       content that detracts from the Warning.

22       The Warning shall be at least the same size as the largest of any other health or safety  
23       warnings also appearing on the website or on the label and the word “**WARNING**” shall be in all  
24       capital letters and in bold print. No statements intended to or likely to have the effect of diminishing  
25       the impact of the Warning on the average lay person shall accompany the Warning. Further no  
26       statements may accompany the Warning that state or imply that the source of the listed chemical has  
27       an impact on or results in a less harmful effect of the listed chemical.

1 Gorilla Mind must display the above Warning with such conspicuousness, as compared with  
2 other words, statements or designs on the label, or on its website, if applicable, to render the Warning  
3 likely to be read and understood by an ordinary individual under customary conditions of purchase or  
4 use of the product.

5 For purposes of this Consent Judgment, the term “label” means a display of written, printed or  
6 graphic material that is printed on or affixed to a Covered Product or its immediate container or  
7 wrapper.

8 **2.3. Steam of Commerce:** The requirements of Sections 2.1 and 2.2 do not apply to Covered  
9 Products that “enter the stream of commerce” prior to the Effective Date. For purposes of this Consent  
10 Judgment, the term “enter the stream of commerce” means that Covered Products are put into final  
11 packaging for consumer sale and are no longer in the possession or under the control of Gorilla Mind.

12 **2.4 Conforming Covered Products:** A Conforming Covered Product is a Covered Product  
13 for which the “Daily Lead Exposure Level: is no greater than 0.5 micrograms of lead per day as  
14 determined by the exposure methodology set forth in Section 2.1.2.

15 **2.5 Sell-Through Period**

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

1     **3.     MONETARY SETTLEMENT TERMS**

2             **3.1     Settlement Amount**

3             In full and total satisfaction of all potential civil penalties, additional settlement payments,  
4 attorney’s fees, and costs of all claims that were or could have been asserted in this action based on the  
5 facts alleged in the Notices and Complaint, Gorilla Mind shall make a total payment of fifty thousand  
6 dollars (\$50,000.00). This includes civil penalties in the amount of five thousand dollars (\$5,000.00)  
7 pursuant to Health and Safety Code section 25249.7(b) and attorneys’ fees and costs in the amount of  
8 forty-five thousand dollars (\$45,000.00) pursuant to Code of Civil Procedure section 1021.5.

9             **3.2     Civil Penalty**

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

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

For Federal Express 2-Day Delivery:

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

Gorilla Mind 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 reasonably 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 fourteen (14) days of the Effective Date.

**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 Gorilla Mind's attention, as well as litigating and negotiating a settlement in the public interest.

Gorilla Mind 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 Gorilla Mind's discretion, as one payment of forty-five thousand dollars (\$45,000.00) in Attorney’s Fees and Costs, due fourteen (14) 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

**4. APPLICATION OF CONSENT JUDGMENT**

This Consent Judgment may apply to, be binding upon, and benefit the Parties and their respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,



1 divisions, franchisees, licensees, customers (excluding private labelers), distributors, wholesalers,  
2 retailers, predecessors, successors, and assigns. This Consent Judgment shall have no application  
3 to any Covered Product that is distributed or sold exclusively outside the State of California and  
4 that is not used by California consumers.

## 5 **5. BINDING EFFECT, CLAIMS COVERED AND RELEASED**

### 6 **5.1 Binding Effect**

7 This Consent Judgment is a full, final, and binding resolution of all claims between EHA, on  
8 behalf of itself and in the public interest, and Gorilla Mind and its respective officers, directors,  
9 shareholders, affiliated entities under common ownership or control, employees, agents, attorneys,  
10 insurers, accountants, parent companies, subsidiaries, divisions, suppliers, franchisees, licensees,  
11 customers (not including private label customers of Gorilla Mind), distributors, wholesalers,  
12 retailers, and all other upstream and downstream entities in the distribution chain of any Covered  
13 Product, and the predecessors, successors, and assigns of any of them (collectively, “Released  
14 Parties”). This release does not extend to any third-party retailers selling the product on a website  
15 who, after the Effective Date and after receiving instruction from Gorilla Mind to include a warning  
16 as set forth above in section 2.2, do not include such a warning.

### 17 **5.2 EHA’s Public Release of Proposition 65 Claims**

18 EHA, acting in the public interest, releases the Released Parties from any and all claims for  
19 violations of Proposition 65 up through the Effective Date based on exposure to lead from the Covered  
20 Products as set forth in the Notice. EHA, on behalf of itself only, hereby fully releases and discharges  
21 the Released Parties from any and all claims, actions, causes of action, suits, demands, liabilities,  
22 damages, penalties, fees, costs, and expenses asserted, or that could have been asserted from the  
23 handling, use, or consumption of the Covered Products, as to any alleged violation of Proposition 65  
24 or its implementing regulations arising from the failure to provide Proposition 65 warnings on the  
25 Covered Products regarding lead up to and including the Effective Date.

### 26 **5.3 EHA and Gorilla Mind Mutual Release of Claims**

27 EHA, in its individual capacity and on its own behalf, and acting in the public interest, and  
28 Gorilla Mind, on its own behalf, further waive and release any and all claims they may have against

1 each other for all actions or statements made or undertaken in the course of seeking or opposing  
2 enforcement of Proposition 65 in connection with the Notices and Complaint up through and  
3 including the Effective Date, provided, however, that nothing in Section 5 shall affect or limit any  
4 Party's right to seek to enforce the terms of this Consent Judgment. This waiver release shall be a full  
5 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 the Notices  
8 and Complaint.

9 **5.3 No Other Known Claims or Violations**

10 EHA and EHA's counsel affirm that they are not presently aware of any actual or alleged  
11 violations of Proposition 65 by Gorilla Mind or for which Gorilla Mind bears legal responsibility  
12 other than those that are fully resolved by this Consent Judgment.

13 It is possible that other claims not known to the Parties, arising out of the facts alleged in the  
14 Notices and Complaint, and relating to the Covered Products, will develop or be discovered. EHA on  
15 behalf of itself only, and Gorilla Mind on behalf of itself only, acknowledge that this Consent  
16 Judgment is expressly intended to cover and include all such claims up through and including the  
17 Effective Date, including all rights of action therefore. EHA and Gorilla Mind acknowledge that the  
18 claims released in Sections 5.2 and 5.3 above may include unknown claims, and nevertheless waive  
19 California Civil Code section 1542 as to any such unknown claims. California Civil Code section  
20 1542 reads as follows:  
21  
22  
23  
24  
25  
26  
27  
28

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

7 EHA on behalf of itself only, and Gorilla Mind on behalf of itself only, acknowledge and  
8 understand the significance and consequences of this specific waiver of California Civil Code section  
9 1542.

10 **5.4** Compliance with the terms of this Consent Judgment shall be deemed to constitute  
11 compliance with Proposition 65 by any of the Released Parties regarding alleged exposures to lead in  
12 the Covered Products as set forth in the Notices and Complaint.

13 **5.5.** Nothing in this Consent Judgment is intended to apply to any of Gorilla Mind's products  
14 other than the Covered Products.

15 **6. COURT APPROVAL**

16 **6.1** Upon execution of this Consent Judgment by the Parties, EHA shall notice a Motion for  
17 Court Approval. The Parties shall use their best efforts to support entry of this Consent Judgment.

18 **6.2.** If the California Attorney General objects to any term in this Consent Judgment, the Parties  
19 shall use their best efforts to resolve the concern in a timely manner, and if possible prior to the hearing  
20 on the motion.

21 **6.3** If this Stipulated Consent Judgment is not approved by the Court, it shall be void and have  
22 no force or effect.

23 **6.4.** This Consent Judgment is not effective until it is approved by the Court and shall be null  
24 and void if it is not approved by the Court within one year after it has been fully executed by the Parties,  
25 or by such additional time as the Parties may agree to in writing.

26 **6. SEVERABILITY AND UNENFORCEABLE PROVISIONS**

27 In the event that any of the provisions of this Consent Judgment are held by a court to be  
28 unenforceable, the remaining enforceable provisions shall not be adversely affected.

1     **7. GOVERNING LAW**

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

12     **8. ENFORCEMENT**

13             **8.1** The Court shall retain jurisdiction of this matter to enforce, modify, or terminate this  
14 Consent Judgment.

15             **8.2** If EHA alleges that any Covered Product fails to qualify as a Conforming Covered Product  
16 (for which EHA alleges that no Warning has been provided), then EHA shall inform Gorilla Mind in a  
17 reasonably prompt manner of its test results, including information sufficient to permit Gorilla Mind  
18 to identify the Covered Products at issue. Gorilla Mind shall, within thirty (30) days following such  
19 notice, provide EHC with testing information demonstrating Gorilla Mind's compliance with the  
20 Consent Judgment. The Parties shall first attempt to resolve the matter prior to EHA taking any further  
21 legal action

22             **8.3** In any action to enforce the terms of this Consent Judgment, the prevailing party shall be  
23 entitled to its reasonable attorneys' fees and costs.

1 **9. NOTICE**

2 All correspondence and notice required by this Consent Judgment shall be in writing and sent  
3 by: (i) personal delivery; (ii) first-class, registered, or certified mail, return receipt requested; or (iii) a  
4 recognized overnight courier; and (iv) with a copy by email; to the following addresses:

5 If to Gorilla Mind:

6 Teresa Bock  
7 Legal Counsel  
8 Gorilla Mind LLC  
9 7080 N. Spurwing Way  
10 Meridian, ID 83646  
11 Email: teresa.bock@gorillamind.com

If to EHA:

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

12 With copy to:

13 Monty Agarwal  
14 Vallejo, Antolin, Agarwal, Kanter LLP  
15 3021 Citrus Circle, Suite 220  
16 Walnut Creek, CA 94598  
17 magarwal@vaakllp.com

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

20 **10. COUNTERPARTS; DIGITAL SIGNATURES**

21 This Consent Judgment may be executed in counterparts and by facsimile of .pdf signature,  
22 each of which shall be deemed an original, and all of which, when taken together, shall constitute one  
23 and the same document. A facsimile or .pdf signature shall be construed to be as valid as the original  
24 signature.

25 **11. POST EXECUTION ACTIVITIES**

26 EHA agrees to comply with the reporting form requirements referenced in Health and Safety  
27 Code section 25249.7(f). The Parties further acknowledge that, pursuant to Health and Safety Code  
28 section 25249.7(f), a noticed motion is required to obtain judicial approval of the settlement, which  
motion EHA shall draft and file. In furtherance of obtaining such approval, the Parties agree to mutually  
employ their reasonable best efforts, including those of their counsel, to support the entry of this  
agreement as judgment, and to obtain judicial approval of their settlement in a timely manner. For  
purposes of this Section, “best efforts” shall include, at a minimum, reasonably supporting the motion

1 for approval, responding to any objection that any third-party may make, and appearing at the hearing  
2 before the Court if so requested.

3 **12. MODIFICATION**

4 This Consent Judgment may be modified only as to injunctive terms by: (i) written stipulation  
5 of the Parties and upon entry by the Court of the modified consent judgment; or (ii) a successful motion  
6 or application of either Party, and the entry of a modified consent judgment thereon by the Court.

7 **13. AUTHORIZATION**

8 Each signatory to this Consent Judgment certifies that he or she has read, understands, and  
9 agrees to all of the terms and conditions contained herein, and that that he or she is fully authorized by  
10 the Party he or she represents to stipulate to this Consent Judgment.

11 **14. DRAFTING**

12 The terms of this Consent Judgment have been reviewed by the respective counsel for each  
13 Party prior to its signing, and each Party has had an opportunity to fully discuss the terms and conditions  
14 with legal counsel. The Parties agree that, in any subsequent interpretation and construction of this  
15 Consent Judgment, no inference, assumption, or presumption shall be drawn, and no provision of this  
16 Consent Judgment shall be construed against any Party, based on the fact that one of the Parties and/or  
17 one of the Parties' legal counsel prepared and/or drafted all or any portion of the Consent Judgment. It  
18 is conclusively presumed that all of the Parties participated equally in the preparation and drafting of  
19 this Consent Judgment.

20 **15. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

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

25 **16. ENTIRE AGREEMENT**

26 This Consent Judgment contains the sole and entire agreement and understanding of the Parties  
27 with respect to the entire subject matter herein, including any and all prior discussions, negotiations,  
28 commitments, and understandings related thereto. No representations, oral or otherwise, express or

1 implied, other than those contained herein have been made by any Party. No other agreements, oral or  
2 otherwise, unless specifically referred to herein, shall be deemed to exist or to bind any Party.

3 **17. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF**  
4 **CONSENT JUDGMENT**

5 This Consent Judgment has come before the Court upon the request of the Parties. The Parties  
6 request the Court fully review this Consent Judgment and, being fully informed regarding the matters  
7 which are the subject of this action, to:

8 (1) Find that the terms and provisions of this Consent Judgment represent a fair and  
9 equitable settlement of all matters raised by the allegations of the Complaint that the matter has  
10 been diligently prosecuted, and that the public interest is served by such settlement; and

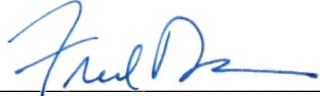
11 (2) Make the findings pursuant to California Health and Safety Code section  
12 25249.7(1)(4), approve the Settlement, and approve this Consent Judgment.

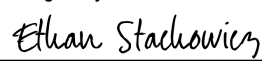
13 **AGREED TO:**

**AGREED TO:**

14 Date: 10/10/2024

Date: 10/11/2024 | 2:53 PM MDT

15  
16 By:   
17 ENVIRONMENTAL HEALTH  
18 ADVOCATES, INC.

Signed by:  
16 By:   
17 GORILLA MIND LLC

19 **IT IS SO ORDERED.**

20  
21 Date: \_\_\_\_\_

22  
23 \_\_\_\_\_  
24 JUDGE OF THE SUPERIOR COURT