

1 **ENTORNO LAW, LLP**  
2 Craig M. Nicholas (SBN 178444)  
3 Noam Glick (SBN 251582)  
4 Jake W. Schulte (SBN 293777)  
5 Janani Natarajan (SBN 346770)  
6 Gianna E. Tirrell (SBN 358788)  
7 225 Broadway, Suite 1900  
8 San Diego, California 92101  
9 Tel: (619) 629-0527  
10 Email: craig@entornolaw.com  
11 Email: noam@entornolaw.com  
12 Email: jake@entornolaw.com  
13 Email: janani@entornolaw.com  
14 Email: gianna@entornolaw.com

15 Attorneys for Plaintiff  
16 Environmental Health Advocates, Inc.

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

18 **IN AND FOR THE COUNTY OF ALAMEDA**

19 ENVIRONMENTAL HEALTH  
20 ADVOCATES, INC.,

21 Plaintiff,

22 v.

23 GOYA FOODS OF CALIFORNIA, INC., a  
24 California corporation; NORTH PARK  
25 PRODUCE, INC., a California corporation;  
26 and DOES 1 through 100, inclusive,

27 Defendants.

Case No. 25 CV106776

**[PROPOSED] AMENDED 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 Goya Foods of California, Inc. (“Defendant” or “Goya”) with EHA and  
5 Goya each individually referred to as a “Party” and collectively referred to as the “Parties.”

6 **1.2 General Allegations**

7 EHA alleges that Goya manufactures, imports, sells, and distributes for sale Goya - Frozen  
8 Chopped Spinach that contains lead and cadmium. EHA further alleges that Goya does so without  
9 providing a sufficient health hazard warning as required by Proposition 65 and related Regulations.  
10 Goya denies these allegations and asserts that its products are safe and in compliance with all applicable  
11 laws, rules and regulations.

12 **1.3 Notice of Violation**

13 On or around June 21, 2024, EHA served Defendant Goya, North Park Produce, Inc., the  
14 California Attorney General, and all other required public enforcement agencies with a 60-Day Notice  
15 of Violation of Proposition 65 (“Notice”). The Notice alleged that Goya had violated Proposition 65  
16 by failing to sufficiently warn consumers in California about their exposures to lead in the Covered  
17 Products (as defined in section 1.4). This Notice was subsequently amended on August 9, 2024 to  
18 properly serve the Chief Executive Officers of the notices parties and add cadmium as a violating  
19 chemical.

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

22 **1.4 Product Description**

23 The products covered by this Consent Judgment are Goya frozen spinach products, including  
24 but not limited to Goya - Frozen Chopped Spinach manufactured or processed for and distributed by  
25 Goya that allegedly contain lead and cadmium and are imported, sold, shipped, delivered, or distributed  
26 for sale to consumers in California by Releasees (as defined in section 4.1) (“Covered Products”).

27 **1.5 State of the Pleadings**

28

1 On or around January 14, 2025, EHA filed a Complaint against Goya for the alleged violations  
2 of Proposition 65 that are the subject of the Notice (“Complaint”).

3 **1.6 No Admission**

4 Goya denies the material factual and legal allegations of the Notice and Complaint and  
5 maintains that all Covered Products manufactured, imported, sold, and/or distributed for sale in  
6 California, including Covered Products, have been, and are, in compliance with all applicable laws,  
7 rules and regulations. Nothing in this Consent Judgment shall be construed as an admission of any fact,  
8 finding, conclusion of law, issue of law, or violation of law, nor shall compliance with this Consent  
9 Judgment be construed as an admission of any fact, finding, conclusion of law, issue of law, or violation  
10 of law. This Section shall not, however, diminish or otherwise affect Goya’s obligations,  
11 responsibilities, and duties under this Consent Judgment.

12 **1.7 Jurisdiction**

13 For purposes of this Consent Judgment and the Complaint only, the Parties stipulate that this  
14 Court has jurisdiction over Goya as to the allegations in the Complaint, that venue is proper in the  
15 County of Alameda, and that the Court has jurisdiction to enter and enforce the provisions of this  
16 Consent Judgment pursuant to Proposition 65 and Code of Civil Procedure section 664.6.

17 **1.10 Effective Date**

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

20 **1.11 Compliance Date**

21 For purposes of this Consent Judgment, the term “Compliance Date” means 30 days from the  
22 date on which this Consent Judgment is approved and entered as a judgment of the Court, as discussed  
23 in Section 5.

24 **2. INJUNCTIVE RELIEF**

25 **2.1 Reformulation of the Covered Products**

26 Beginning on or before the Compliance Date, Goya shall be permanently enjoined from  
27 manufacturing, distributing, or directly selling in the State of California any Covered Product that  
28 exposes a person to a “Daily Lead Exposure Level” of more than 0.5 micrograms of lead or a “Daily

1 Cadmium Exposure Level” of more than 4.1 micrograms of cadmium based on a single serving of  
2 Covered Products per day, unless such Covered Products comply with the warning requirements of  
3 Section 2.2. The “Daily Lead Exposure Level” shall be calculated by multiplying the daily  
4 recommended serving size in Covered Products by the concentration of lead in Covered Products. The  
5 “Daily Cadmium Exposure Level” shall be calculated by multiplying the daily recommended serving  
6 size in Covered Products by (the concentration of cadmium in Covered Products. As used in this  
7 Section 2, “distributed for sale in California” means to directly ship Covered Products into California  
8 or to sell Covered Products to a distributor Goya knows will sell Covered Products in California.

9 **2.2 Clear and Reasonable Warnings**

10 For purposes of this Settlement Agreement, a clear and reasonable warning for the Covered  
11 Products shall consist of a product-specific warning via one or more of the following methods: (1) A  
12 posted sign, shelf tag, or shelf sign for the consumer product at each point of display of the product;  
13 (2) Any electronic device or process that automatically provides the warning to the purchaser (not  
14 applicable to internet purchases, which are subject to the provisions of § 25602(b)); (3) A warning  
15 directly affixed to the product’s label or tag; or (4) A short-form warning on the label that complies  
16 with the content requirements set forth in §§ 25603(b) and 25603(a). Specifically, pursuant to §  
17 25603(a) – (d), one of the following statements must be utilized:

18  
19 1) **“WARNING:” [or] “CA WARNING:” [or]**  
20 **“CALIFORNIA WARNING:”**: Consuming this  
21 product can expose you to chemicals including lead,  
22 which are known to the State of California to cause  
23 cancer and birth defects or other reproductive harm.  
24 For more information go to  
25 [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

26 **OR**

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

**OR**

SHORT  
FORM

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**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](http://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](http://www.P65Warnings.ca.gov/food).

Alternatively, if the Covered Products contain only cadmium, one of the following statements must be utilized:

1) **“WARNING:” [or] “CA WARNING:” [or] “CALIFORNIA WARNING:”**: Consuming this product can expose you to chemicals including cadmium, which are known to the State of California to cause birth defects or other reproductive harm. For more information go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

**OR**

**SHORT  
FORM**

2) **“WARNING:” [or] “CA WARNING:” [or] “CALIFORNIA WARNING:”** Risk of reproductive harm from exposure to cadmium. See [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

**OR**

**SHORT  
FORM**

3) **“WARNING:” [or] “CA WARNING:” [or] “CALIFORNIA WARNING:”** Can expose you to cadmium, a reproductive toxicant. See [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

1 **SHORT FORM ON**  
2 **A PRODUCT**  
3 **MANUFACTURED**  
4 **/LABELED PRIOR**  
5 **TO 1/1/28,**  
6 **REGARDLESS OF**  
7 **DATE OF SALE**

**OR**

4) **WARNING: Reproductive Harm –**

[www.P65Warnings.ca.gov/food](http://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 used to provide a warning that includes consumer information about a product in a language other than English, the warning must also be provided in that language in addition to English.

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

1 shall instruct any third-party website to which it directly sells its Covered Products to include the same  
2 online warning, as set forth above, as a condition of selling the Covered Products in California.

3 Defendant shall be deemed to be in compliance with this Consent Judgment after the Effective  
4 Date by (A) adhering to Paragraphs 2.1 through 2.2, or (B) upon obtaining Court approval to modify  
5 this Consent Judgment, by complying with any future warning requirements adopted by the State of  
6 California's Office of Environmental Health Hazard Assessment ("OEHHA) applicable to the Covered  
7 Products and chemicals at issue. If after the Effective Date a California Court of Appeal or the California  
8 Supreme Court holds that it is required or allowed under Proposition 65 to calculate food-based  
9 exposures using a different frequency than specified in Section 2.1 (i.e., other than a single  
10 recommended serving size per day), Defendant may seek a Court-approved modification of this Consent  
11 Judgment to use the Court-approved frequency for purposes of Section 2.1. If regulations or legislation  
12 are enacted or issued providing that a Proposition 65 warning for the Covered Products is no longer  
13 required, Defendant may seek a Court-approved modification of this Consent Judgment to be relieved  
14 from the duty to warn.

### 15 **2.3 Sell-Through Period**

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

## 23 **3. MONETARY SETTLEMENT TERMS**

### 24 **3.1 Settlement Amount**

25 Goya shall pay fifty thousand dollars (\$50,000.00) in settlement and total satisfaction of all the  
26 claims referred to in the Notice(s), the Complaint, and this Consent Judgment. This includes civil  
27 penalties in the amount of five thousand dollars (\$5,000.00) pursuant to Health and Safety Code section  
28

1 25249.7(b) and attorneys' fees and costs in the amount of forty-five thousand dollars (\$45,000.00)  
2 pursuant to Code of Civil Procedure section 1021.5.

3 **3.2 Civil Penalty**

4 The portion of the settlement attributable to civil penalties shall be allocated according to Health  
5 and Safety Code section 25249.12(c)(1) and (d), with seventy-five percent (75%) of the penalty paid  
6 to the California Office of Environmental Health Hazard Assessment ("OEHHA"), and the remaining  
7 twenty-five percent (25%) of the penalty paid to EHA individually. The five thousand dollars  
8 (\$5,000.00) in civil penalties shall be paid as follows:

- 9
- 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.
- 10

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

12  
13 Environmental Health Advocates  
225 Broadway, Suite 2100  
14 San Diego, CA 92101

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

16 For United States Postal Service Delivery:

17  
18 Mike Gyurics  
Fiscal Operations Branch Chief  
Office of Environmental Health Hazard Assessment  
19 P.O. Box 4010  
Sacramento, CA 95812-4010

20 For Federal Express 2-Day Delivery:

21 Mike Gyurics  
Fiscal Operations Branch Chief  
Office of Environmental Health Hazard Assessment  
22 1001 I Street  
23 Sacramento, CA 95814

24 Goya agrees to provide EHA's counsel with a copy of the check payable to OEHHA,  
25 simultaneous with its penalty payment to EHA.

26 Plaintiff and its counsel will provide completed IRS 1099, W-9, or other tax forms as required.  
27 Relevant information is set out below:  
28

- 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 Attorney’s 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 Goya's attention, as well as litigating  
9 and negotiating a settlement in the public interest.

10 Goya 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 Goya's discretion, as  
12 follows: forty-five thousand dollars (\$45,000.00) in Attorney’s Fees and Costs shall be paid as one  
13 payment of \$45,000.00, due fourteen (14) days after the Effective Date.

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

15  
16 Noam Glick  
17 Entorno Law, LLP  
225 Broadway, Suite 1900  
San Diego, CA 92101

## 18 **4. CLAIMS COVERED AND RELEASE**

### 19 **4.1 EHA’s Public Release of Proposition 65 Claims**

20 Plaintiff, acting on its own behalf and in the public interest, releases Goya, and its parents,  
21 subsidiaries, affiliated entities under common ownership or control, its directors, officers, principals,  
22 agents, employees, attorneys, insurers, accountants, predecessors, successors, and assigns (“Defendant  
23 Entities”), each entity to whom Defendant directly or indirectly distributes, ships, or sells the Covered  
24 Products, including but not limited to downstream distributors, wholesalers, customers, retailers  
25 (including but not limited to North Park Produce, Inc.), and marketplaces franchisees, franchisors,  
26 cooperative members, suppliers, licensees, and licensors, and all of the foregoing entities’ owners,  
27 directors, officers, agents, principals, employees, attorneys, insurers, accountants, representatives,  
28 predecessors, successors, and assigns (collectively referred to as the “Releasees”) from all claims for

1 violations of Proposition 65 up through the Effective Date based on exposure to lead and cadmium  
2 from Covered Products as set forth in the Notice(s). Compliance with the terms of this Consent  
3 Judgment constitutes compliance with Proposition 65 with respect to exposures to lead and cadmium  
4 from Covered Products as set forth in the Notice(s). This Consent Judgment is a full, final, and binding  
5 resolution of all claims under Proposition 65 that were or could have been asserted against Goya and/or  
6 Releasees for failure to comply with Proposition 65 for alleged exposure to lead and cadmium from  
7 Covered Products. This release does not extend to any third-party retailers selling the product on a  
8 website who, after receiving instruction from Goya to include a warning as set forth above in section  
9 2.2, do not include such a warning.

#### 10 **4.2 EHA's Individual Release of Claims**

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

#### 17 **4.3 Goya's Release of EHA**

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

#### 23 **4.4 No Other Known Claims or Violations**

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

27 **4.5 California Civil Code Section 1542.** It is possible that other claims not known to the  
28 Parties, arising out of the facts alleged in the Notice and Complaint, and relating to the Covered

1 Products, will develop or be discovered. Plaintiff and Defendant acknowledge that this Consent  
2 Judgment is expressly intended to cover and include all such claims up through and including the  
3 Effective Date, including all rights of action therefore. Plaintiff and Defendant acknowledge that the  
4 claims released in Section 4 above may include unknown claims, and nevertheless waive California  
5 Civil Code § 1542 as to any such unknown claims. California *Civil Code* § 1542 reads as follows:

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

10 **5. COURT APPROVAL**

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

14 **6. SEVERABILITY**

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

17 **7. GOVERNING LAW**

18 The terms of this Consent Judgment shall be governed by the laws of the state of California as  
19 applied within the state of California. In the event that Proposition 65 is repealed, or is otherwise  
20 rendered inapplicable for reasons, including but not limited to changes in the law; or in the event the  
21 California Office of Health Hazard Assessment adopts a regulation or safe use determination, or issues  
22 an interpretive guideline that exempts Covered Products from meeting the requirements of Proposition  
23 65; or if lead and cadmium cases are permanently enjoined by a court of competent jurisdiction; or if  
24 Proposition 65 is determined to be preempted by federal law or a burden on First Amendment rights  
25 with respect to lead and cadmium in Covered Products or products substantially similar to Covered  
26 Products, then Goya may seek relief from the injunctive obligations imposed by this Consent Judgment  
27 to the extent any Covered Products are so affected by modifying the agreement via the mechanisms set  
28 forth in Section 12.

1 **8. ENFORCEMENT**

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

4 **9. NOTICE**

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

9 If to Goya:

10 Thomas V. Wynsma  
11 Shook, Hardy & Bacon L.L.P.  
12 5 Park Plaza, Suite 1600  
Irvine, CA 92614  
twynsma@shb.com

If to EHA:

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

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

15 **10. COUNTERPARTS; DIGITAL SIGNATURES**

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

19 **11. POST EXECUTION ACTIVITIES**

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

1 **12. MODIFICATION**

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

5 **13. AUTHORIZATION**

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

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

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

13 **15. ENTIRE AGREEMENT**

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

19 **AGREED TO:**

**AGREED TO:**

20  
21 Date: 3/12/26

Date: 3/19/26

22  
23 By:   
24 ENVIRONMENTAL HEALTH  
ADVOCATES, INC.

22  
23 B:   
24 GOYA FOODS OF CALIFORNIA, INC.

25  
26  
27  
28

**IT IS SO ORDERED.**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Date: \_\_\_\_\_

\_\_\_\_\_

JUDGE OF THE SUPERIOR COURT