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Attorneys for Plaintiff

Environmental Health Advocates, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

ENVIRONMENTAL HEALTH
ADVOCATES, INC.,

Plaintiff,

v.

REDCON1, LLC, a Florida limited liability
company; VITAMIN SHOPPE
PROCUREMENT SERVICES, LLC, a
Delaware limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No. 24CV093864

[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 REDCON1, LLC (“Defendant” or “REDCON”) with EHA and REDCON 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

REDCON 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 REDCON manufactures, imports, sells, and distributes for sale GI Juice Supergreens Blend that contains lead. EHA further alleges that REDCON does so without providing a sufficient health hazard warning as required by Proposition 65 and related Regulations. REDCON 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 July 17, 2024, EHA served Defendant REDCON, Vitamin Shoppe Procurement Services, 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 REDCON had violated Proposition 65 by failing to sufficiently warn consumers in California of the health hazards associated with exposures to lead contained in dietary supplements products, including but not limited to GI Juice Supergreens Blend manufactured or processed by REDCON 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 supplements products, including
5 but not limited to GI Juice Supergreens Blend manufactured or processed by REDCON that allegedly
6 contain lead and are imported, sold, shipped, delivered, or distributed for sale to consumers in
7 California by Releasees (as defined in section 4.1) (“Covered Products”).

8 **1.7 State of the Pleadings**

9 On or around September 26, 2024, EHA filed a Complaint against REDCON for the alleged
10 violations of Proposition 65 that are the subject of the Notice (“Complaint”).

11 **1.8 No Admission**

12 REDCON 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 REDCON'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 REDCON 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.
28

1.11 Compliance Date

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

2. INJUNCTIVE RELIEF

2.1 Reformulation of the Covered Products

Beginning on or before the Compliance Date, Defendant shall be permanently enjoined from manufacturing, distributing, or directly selling in the State of California, any Covered Product that exposes a person to a “Daily Lead Exposure Level” of more than 0.5 micrograms of lead based on a single serving per day unless such Covered Products comply with the warning requirements of Section 2.2. The “Daily Lead Exposure Level” shall be calculated by multiplying the recommended serving size in Covered Product by the concentration of lead in Covered Products. As used in this Section 2, “distributed for sale in CA” means to directly ship Covered Products into California or to sell Covered Products to a distributor Defendant knows will sell Covered Products in California.

2.2 Clear and Reasonable Warnings

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

For purposes of this Settlement Agreement, a clear and reasonable warning for the Covered Products shall consist of a product-specific warning via one or more of the following methods: (1) A 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

1 type size smaller than 6-point type. Where a sign, labeling, or label as defined in Section 25600.1 is
2 used to provide a warning that includes consumer information about a product in a language other than
3 English, the warning must also be provided in that language in addition to English.

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

20 **2.3 Sell-Through Period**

21 Notwithstanding anything else in this Consent Judgment, Covered Products that are
22 manufactured, packaged, or put into commerce on or before the date this Agreement is executed shall
23 be subject to the release of liability pursuant to this Consent Judgment, without regard to when such
24 Covered Products were, or are in the future, distributed or sold to customers. As a result, the obligations
25 of REDCON, or any Releasees (if applicable), stated in this Section 2 do not apply to Covered Products
26 manufactured, packaged, or put into commerce between the date this Agreement is executed and the
27 Effective Date.
28

1 **3. MONETARY SETTLEMENT TERMS**

2 **3.1 Settlement Amount**

3 REDCON shall pay fifty-six thousand dollars (\$56,000.00) in settlement and total satisfaction
4 of all the claims referred to in the Notice(s), the Complaint, and this Consent Judgment. This includes
5 civil penalties in the amount of six thousand dollars (\$6,000.00) pursuant to Health and Safety Code
6 section 25249.7(b) and attorneys' fees and costs in the amount of fifty thousand dollars (\$50,000.00)
7 pursuant to Code of Civil Procedure section 1021.5.

8 **3.2 Civil Penalty**

9 The portion of the settlement attributable to civil penalties shall be allocated according to Health
10 and Safety Code section 25249.12(c)(1) and (d), with seventy-five percent (75%) of the penalty paid
11 to the California Office of Environmental Health Hazard Assessment ("OEHHA"), and the remaining
12 twenty-five percent (25%) of the penalty paid to EHA individually. The six thousand dollars
13 (\$6,000.00) in civil penalties shall be paid as follows:

- 14 • One payment of \$4,500.00 to OEHHA, due fourteen (14) days after the Effective Date.
- 15 • One payment of \$1,500.00 to EHA, due fourteen (14) days after the Effective date.

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

17
18 Environmental Health Advocates
19 225 Broadway, Suite 2100
 San Diego, CA 92101

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

22 For United States Postal Service Delivery:

23 Mike Gyurics
24 Fiscal Operations Branch Chief
25 Office of Environmental Health Hazard Assessment
 P.O. Box 4010
 Sacramento, CA 95812-4010

26 For Federal Express 2-Day Delivery:

27 Mike Gyurics
28 Fiscal Operations Branch Chief
 Office of Environmental Health Hazard Assessment
 1001 I Street

Sacramento, CA 95814

REDCON 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:

- "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 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 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 REDCON's attention, as well as litigating and negotiating a settlement in the public interest.

REDCON 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 REDCON's discretion, as follows: fifty thousand dollars (\$50,000.00) in Attorney's Fees and Costs shall be paid as one payment of \$50,000.00, due fourteen (14) days after the Effective Date.

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

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

4. CLAIMS COVERED AND RELEASE

4.1 EHA's Public Release of Proposition 65 Claims

Plaintiff, acting on its own behalf and in the public interest, releases REDCON, and its parents, subsidiaries, affiliated entities under common ownership or control, its directors, officers, principals, agents, employees, attorneys, insurers, accountants, predecessors, successors, and assigns ("Defendant Entities"), each entity to whom Defendant directly or indirectly distributes, ships, or sells the Covered

Products, including but not limited to downstream distributors, wholesalers, customers, retailers (including but not limited to REDCON1, LLC), and marketplaces franchisees, franchisors, cooperative members, suppliers, licensees, and licensors, and all of the foregoing entities' owners, directors, officers, agents, principals, employees, attorneys, insurers, accountants, representatives, predecessors, successors, and assigns (collectively referred to as the "Releasees") from all claims for violations of Proposition 65 up through the Effective Date based on exposure to lead from Covered Products as set forth in the Notice(s). Compliance with the terms of this Consent Judgment constitutes compliance with Proposition 65 with respect to exposures to lead from Covered Products as set forth in the Notice(s). This Consent Judgment is a full, final, and binding resolution of all claims under Proposition 65 that were or could have been asserted against REDCON and/or Releasees for failure to comply with Proposition 65 for alleged exposure to lead from Covered Products. This release does not extend to any third-party retailers selling the product on a website who, after receiving instruction from REDCON to include a warning as set forth above in section 2.2, do not include such a warning.

4.2 EHA's Individual Release of Claims

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

4.3 REDCON's Release of EHA

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

1 **4.4 No Other Known Claims or Violations**

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

5 **5. COURT APPROVAL**

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

9 **6. SEVERABILITY**

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

12 **7. GOVERNING LAW**

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

24 **8. ENFORCEMENT**

25 **8.1 Enforcement**

26 If EHA alleges that any Covered Products fail to qualify as Conforming Covered Product (for
27 which EHA alleges that no Warning has been provided), then EHA shall provide REDCON with a
28 Notice of Violation of Consent Judgment ("NOV") and a copy of any test results which purportedly

support the NOV. The Parties shall then meet and confer in an attempt to resolve it informally, including providing REDCON with a reasonable opportunity of at least thirty (30) days to cure any alleged violation. This Consent Judgment may only be enforced by the Parties.

8.2 Attorneys' Fees

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

9. NOTICE

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

If to REDCON:

Eric Hart
President
Redcon1, LLC
701 Park of Commerce Boulevard
Boca Raton, Florida 33487

If to EHA:

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

With a copy to:
Daniel D Douglas
Christin Kim
Fox Rothschild LLP
345 California Street, Suite 2200
San Francisco, CA 94104
ddouglas@foxrothschild.com
christinkim@foxrothschild.com

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

10. COUNTERPARTS; DIGITAL SIGNATURES

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

1 **11. POST EXECUTION ACTIVITIES**

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

11 **12. MODIFICATION**

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

15 **13. AUTHORIZATION**

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

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

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

23 **15. ENTIRE AGREEMENT**


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


1 **AGREED TO:**

AGREED TO:

2
3 Date: July 18, 2025

Date: 07/17/25

4 By: 
5 ENVIRONMENTAL HEALTH
6 ADVOCATES, INC.

DocuSigned by:
By: 
07D122878478439...
REDCON1, LLC

7
8 **IT IS SO ORDERED.**

9
10 Date: _____

JUDGE OF THE SUPERIOR COURT