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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 NEW MILANI GROUP LLC, a Delaware
24 limited liability company; DOE 1: COSMAX
25 USA, CORPORATION, a Delaware
26 corporation; and DOES 2 through 100,
27 inclusive,

28 Defendants.

Case No. 23 CV 031628

[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 plaintiff Environmental Health
4 Advocates, Inc., (“EHA” or “Plaintiff”) and defendants Cosmax USA, Corporation (“Cosmax”) and
5 New Milani Group LLC (“New Milani”) (together, the “Settling Defendants,” and each a “Settling
6 Defendant”), with EHA and Settling Defendants each individually referred to as a “Party” and
7 collectively referred to as the “Parties.”

8 **1.2 Plaintiff**

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

12 **1.3 Defendants**

13 Each Settling Defendant employs ten or more individuals and for purposes of this Consent
14 Judgment only, is a “person in the course of doing business” for purposes of the Safe Drinking Water
15 and Toxic Enforcement Act of 1986, Health and Safety Code section 25249.6 et seq. (“Proposition
16 65”).

17 **1.4 General Allegations**

18 EHA alleges that Settling Defendants manufacture, import, sell, and distribute for sale Milani,
19 Make it Last, Sunscreen that contains benzophenone. EHA further alleges that Settling Defendants do
20 so without providing a sufficient health hazard warning as required by Proposition 65 and related
21 Regulations. Settling Defendants deny these allegations and assert that their products are safe and in
22 compliance with all applicable laws, rules and regulations.

23 **1.5 Notice of Violation**

24 On or around December 6, 2022, EHA served Defendant New Milani, Target Corporation, the
25 California Attorney General, and all other required public enforcement agencies with a 60-Day Notice
26 of Violation of Proposition 65 (“Notice”). This notice was subsequently amended on June 18, 2024, to
27 add Cosmax as a manufacturer, on July 9, 2024, to name the Chief Executive Officer of Cosmax, and
28 on July 24, 2024 to serve CEOs for all entities listed. The Notices alleged that Settling Defendants had

1 violated Proposition 65 by failing to sufficiently warn consumers in California of the health hazards
2 associated with exposures to benzophenone contained in sunscreen products, including but not limited
3 to Milani, Make it Last, Sunscreen manufactured or processed by Cosmax that allegedly contain
4 benzophenone and are imported, sold, shipped, delivered, or distributed for sale to consumers in
5 California by Settling Defendants or Releasees (as defined in section 4.1).

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

8 **1.6 Product Description**

9 The products covered by this Consent Judgment are sunscreen products, including but not
10 limited to Milani, Make it Last, Sunscreen, manufactured, sold, or processed by Cosmax that allegedly
11 contain benzophenone and are imported, sold, shipped, delivered, or distributed for sale to consumers
12 in California by Releasees (as defined in section 4.1) ("Covered Products").

13 **1.7 State of the Pleadings**

14 On or around April 20, 2023, EHA filed a Complaint against New Milani and Target
15 Corporation for the alleged violations of Proposition 65 that are the subject of the Notice
16 ("Complaint"). This complaint was subsequently amended on October 31, 2024, to add Cosmax as a
17 defendant.

18 **1.8 No Admission**

19 Settling Defendants deny the material factual and legal allegations of the Notice and Complaint
20 and maintain that all of the products they have manufactured, imported, sold, and/or distributed for sale
21 in California, including Covered Products, have been, and are, in compliance with all applicable laws,
22 rules, and regulations. Nothing in this Consent Judgment shall be construed as an admission by any
23 Settling Defendant, including admission of any fact, finding, conclusion of law, issue of law, or
24 violation of law, nor shall compliance with this Consent Judgment be construed as an admission of any
25 fact, finding, conclusion of law, issue of law, or violation of law. This Section shall not, however,
26 diminish or otherwise affect the obligations set forth in this Consent Judgment.

27 **1.9 Jurisdiction**

28 For purposes of this Consent Judgment and the Complaint only, the Parties stipulate that this

1 Court has jurisdiction over Settling Defendants as to the allegations in the Complaint, that venue is
2 proper in the County of Alameda, and that the Court has jurisdiction to enter and enforce the provisions
3 of this Consent Judgment pursuant to Proposition 65 and Code of Civil Procedure section 664.6.

4 **1.10 Effective Date**

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

7 **2. INJUNCTIVE RELIEF**

8 **2.1 Reformulation of the Covered Products**

9 (a) Settling Defendants manufacture, and/or distribute, and/or sell sunscreen products,
10 including SPF sunscreen products. One ingredient used in such products to enhance their ability to
11 provide protection from the sun is octocrylene, an active ingredient approved for use in sunscreens by
12 the Federal Food & Drug Administration (“FDA”).¹ Octocrylene can at times contain benzophenone.
13 Benzophenone (CAS # 119-61-9) is a chemical listed under The Safe Drinking Water and Toxic
14 Enforcement Act of 1986, California Health & Safety Code § 25249.5 et seq. (commonly known as
15 “**Proposition 65**”) as a chemical “known to the state to cause cancer” as Proposition 65 defines that
16 phrase. 27 Cal. Code Reg. § 25000.

17 (b) Beginning thirty (30) days after the Effective Date, Settling Defendants shall only
18 manufacture or cause to be manufactured, either Covered Products containing no more than (i) 35 ppm
19 of benzophenone in the finished Covered Products; or (ii) 350 ppm of benzophenone in the ingredient
20 octocrylene used in the finished Covered Products. These standards are the “**Reformulation**
21 **Standards.**”

22 (c) The dates and reformulations of the Covered Products as listed in Section 2.1 (b) shall
23 be referred to collectively as the “**Reformulation Standards,**” consisting of either the standards set
24 forth in Sections 2.1 (b)(i) (the “**Finished Product Reformulation Standards**”) or Sections 2.1 (b)(ii)
25 (the “**Octocrylene Reformulation Standards**”). Settling Defendants may at any time, at its own
26 election, comply with either, both, or any combination of the applicable Finished Product
27

28 ¹ See 76 Fed. Reg. 35620; 21 C. F.R. §§ 352.10, 352.20 (stayed).

1 Reformulation Standard or the Octocrylene Reformulation Standard with respect to any Covered
2 Product.

3 (d) The Reformulation Standards shall apply to Covered Products which are manufactured
4 by or on behalf of Settling Defendants on or after the applicable Reformulation Standard dates.

5 (e) If Settling Defendants elect to meet the Finished Product Reformulation Standard it
6 may, at its option, either (i) test the Covered Product pursuant to a scientifically appropriate application
7 of U.S. Environmental Protection Agency testing methodologies 3580A, 8270C, or any other
8 scientifically appropriate methodology for determining the benzophenone content in a substance of the
9 form of the specific Covered Product being tested, or (ii) may use the appropriate mathematical
10 calculation based on octocrylene percentage in the Covered Product and the benzophenone
11 concentration in the lot of octocrylene used in the finished Covered Product, based either on testing of
12 the octocrylene lot or on a certificate of analysis, or other similar attestation as to actual octocrylene
13 benzophenone content, documenting benzophenone content from the octocrylene supplier (the
14 **"Certificate of Analysis"**) at the option of the Settling Defendant.

15 (f) If Settling Defendants elect to meet the Octocrylene Reformulation Standard it shall
16 obtain a Certificate of Analysis or analytical testing report for each lot of octocrylene used in the
17 manufacture of Covered Products. If, after Settling Defendants have advised their octocrylene suppliers
18 to include a Certificate of Analysis with each lot of delivered octocrylene, an octocrylene supplier fails
19 to include a Certificate of Analysis, Settling Defendants may correct the lapse upon discovery.


20 (g) Settling Defendants may, absent grounds to question the accuracy, demonstrate
21 compliance with either Reformulation Standard by relying in good faith on an octocrylene supplier's
22 Certificate of Analysis or comparable attested quantitative benzophenone content information. Such
23 good faith reliance establishes compliance with the Octocrylene Reformulation Standard. Octocrylene
24 suppliers may rely on any scientifically appropriate testing methodology for determining the
25 benzophenone content of octocrylene.

26 (h) Settling Defendants shall retain compliance documentation for three years after delivery
27 of a lot of octocrylene and compliance documentation shall be made available within 30 days of a
28 written request by Plaintiff, who may make no more than two such requests annually.


2.2 Clear and Reasonable Warnings

Commencing on the Effective Date, any Covered Product sold or distributed for sale in California by a Settling Defendant that exceeds or otherwise fails to meet one or both of the Reformulation Standards in § 2.1 shall contain a “clear and reasonable” Proposition 65 warning, within the meaning of Section 25249.6 of the Act. Settling Defendants agree that each warning shall be prominently placed with such conspicuousness, as compared with other 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:**” This product can expose you to chemicals including benzophenone, which is known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.


OR

SHORT FORM 2)  **WARNING:**” [or] “**CA WARNING:**” [or] “**CALIFORNIA WARNING:** Cancer risk from exposure to benzophenone. See www.P65Warnings.ca.gov.

OR

1 SHORT FORM 3)  **WARNING:** [or] “CA WARNING:” [or] “CALIFORNIA
2 **WARNING:** Can expose you to benzophenone, a carcinogen.
3 See www.P65Warnings.ca.gov.

4 SHORT FORM
5 ON A PRODUCT OR
6 MANUFACTUR
7 ED/LABELED
8 PRIOR TO
9 1/1/28,
10 REGARDLESS
11 OF DATE OF
12 SALE

4)  **WARNING:** Cancer- www.P65Warnings.ca.gov.

13 The triangle above shall be yellow on the warning statement. Where the sign, label, or shelf tag
14 for the product is not printed using the color yellow, the symbol may be printed in black and white.
15 The symbol shall be placed to the left of the warning text, in a size no smaller than the height of the
16 word, “WARNING.” A short-form warning must be provided on a product in a type size that complies
17 with Cal. Code Regs Tit. 27, § 25601(c). In no case shall a warning statement displayed on the Covered
18 Products’ packaging appear in a type size smaller than 6-point type. Where a sign, labeling, or label as
19 defined in Section 256001.1 is used to provide a warning that includes consumer information about a
20 product in a language other than English, the warning must also be provided in that language in addition
21 to English.

22 As set forth in Cal. Code Regs. Tit. 27, § 25602(b), to the extent Covered Products are sold
23 online, a warning that complies with the content requirements of Cal. Code Regs Tit. 27, § 25603 must
24 be provided via of the following methods: (1) A warning on the product display page; (2) A clearly
25 marked hyperlink using the word “WARNING” or the words “CA WARNING” or “CALIFORNIA
26 WARNING” on the product display page that links to the warning; or (3) An otherwise prominently
27 displayed warning provided to the purchaser prior to completing the purchase. If a warning is provided
28 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

1 written notice under Section 25600.2(b) and (c) which updates a short-form warning compliant with
2 Section 25603(c) with content compliant with Section 25603(b). These requirements extend to any
3 websites under the exclusive control of Settling Defendant(s) where Covered Products are sold into
4 California. In addition, Settling Defendants shall instruct any third-party website to which it directly
5 sells its Covered Products to include the same online warning, as set forth above, as a condition of
6 selling the Covered Products in California.

7 There shall be no obligation for either Settling Defendant to provide a warning for Covered
8 Products that entered the stream of commerce prior to the Effective Date, and the Section 4 release
9 applies to all such Covered Products.

10 (i) Changes in Warning Regulations or Statutes

11 In the event that the Office of Environmental Health Hazard Assessment promulgates one or
12 more regulations requiring or permitting Proposition 65 warning text and/or methods of transmission
13 applicable to the Covered Products and the chemical at issue, which are different than those set forth
14 above, Settling Defendants shall be entitled to use, at their discretion, such other warning text and/or
15 method of transmission without being deemed in breach of this Agreement. If regulations or legislation
16 are enacted providing that Proposition 65 warnings as to benzophenone in this product are no longer
17 required, either Settling Defendant may move for modification of the agreement pursuant to the
18 modification provision in Section 12.

19 **2.3 Sell-Through Period**

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

27 ///

28 ///

3.1 Settlement Amount

3.1 Settlement Amount

3.2 Civil Penalty

- One payment of \$3,750.00 to OEHHA, due 14 (fourteen) days after the date the Court approves EHA's motion to approve this Consent Judgment.
- One payment of \$1,250.00 to EHA, due 14 (fourteen) days after the Effective date.

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

For Wire Transfer:

Account Name: OEHHA
Bank Name: Bank of America
Bank Address: 2000 Clayton Road, Bldg. D, 5th Fl., Concord, CA 94520
Account No.: 01482-80005
ABA/Routing No.: 026009593

For United States Postal Service Delivery:

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

For Federal Express 2-Day Delivery:

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

One or both Settling Defendants, to the extent they are making any payment, shall provide EHA's counsel with a copy of the check or wire transfer payable to OEHHA, simultaneously with the 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 Settling Defendants' attention, as well as litigating and negotiating a settlement in the public interest.

Settling Defendants shall be jointly obligated to provide 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 Settling Defendants' discretion, as follows: fifty-five thousand dollars (\$55,000.00) in Attorney's Fees and Costs shall be paid as follows:

- One payment of \$45,000, due fourteen (14) days after the Effective Date.
- One payment of \$10,000, due thirty (30) days after the Effective Date.

- If the first payment of \$45,000 is timely paid, EHA agrees to waive the last payment of \$10,000.

Timely payment by either Settling Defendant satisfies the joint obligation. The attorney fee payments shall be made by wire transfer to EHA's counsel, which shall provide wire instructions upon request, or by check 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 Settling Defendants, and their parents, subsidiaries, affiliated entities under common ownership or control, its directors, officers, principals, agents, employees, attorneys, insurers, accountants, predecessors, successors, and assigns ("Settling Defendant Entities"), each entity to whom either Settling Defendant directly or indirectly distributes, ships, or sells Covered Products, including but not limited to downstream distributors, wholesalers, customers, retailers, 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 for exposures to benzophenone up through the Effective Date based on exposure to benzophenone 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 benzophenone 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 Settling Defendants and/or Releasees for failure to comply with Proposition 65 for alleged exposure to benzophenone from Covered Products. This release does not extend to any third-party retailers selling the product on a website who, after receiving instruction from either Settling Defendant to include a warning as set forth above in section 2.2, do not include such a warning.

1 **4.2 EHA's Individual Release of Claims**

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

8 **4.3 Settling Defendants' Release of EHA**

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

15 **4.4 No Other Known Claims or Violations**

16 EHA and EHA's counsel affirm that they are not presently aware of any actual or alleged
17 violations of Proposition 65 by Settling Defendants or for which either Settling Defendant bears legal
18 responsibility other than those that are fully resolved by this Consent Judgment.

19 **4.5 Dismissal with prejudice**

20 Within 21 days of the Effective Date (seven days from the first payment under Section 3.3),
21 EHA shall file a voluntary request for dismissal of Defendant Target Corporation.

22 **5. COURT APPROVAL**

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

26 **6. SEVERABILITY**

27 Subsequent to the Court's approval and entry of this Consent Judgment, if any provision is held
28 by a court to be unenforceable, the validity of the remaining 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 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 benzophenone cases are permanently enjoined by a court of competent jurisdiction; or if
8 Proposition 65 is determined to be preempted by federal law or a burden on First Amendment rights
9 with respect to benzophenone in Covered Products or Covered Products substantially similar to
10 Covered Products, then either Settling Defendant may seek relief from the injunctive obligations
11 imposed by this Consent Judgment to the extent any Covered Products are so affected by modifying
12 the agreement via the mechanisms set forth in Section 12.

13 **8. ENFORCEMENT**

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

16 **9. NOTICE**

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

21 If to Cosmax:

22 Greg Sperla
23 DLA Piper LLP (US)
24 555 Mission Street, Suite 2400
25 San Francisco, CA 94105-2933
26 Greg.Sperla@us.dlapiper.com

21 If to EHA:

22 Noam Glick
23 Entorno Law, LLP
24 225 Broadway, Suite 2100
25 San Diego, CA 92101
26 noam@entornolaw.com

25 If to New Milani:

26 Garth Ward
27 Lewis Brisbois Bisgaard & Smith LLP
28 550 West C Street, Suite 1700
29 San Diego, CA 92101
30 Garth.Ward@lewisbrisbois.com

1 with a copy to: Greg Sperla, DLA
2 Piper LLP (US), 555 Mission Street,
3 Suite 2400, San Francisco, CA 94105,
4 Greg.Sperla@us.dlapiper.com

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

7 **10. COUNTERPARTS; DIGITAL SIGNATURES**

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

11 **11. POST EXECUTION ACTIVITIES**

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

21 **12. MODIFICATION**

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

25 **13. AUTHORIZATION**

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

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

If a dispute arises with respect to a Party's compliance with the terms of this Consent Judgment
entered by the Court, the relevant Parties shall meet and confer in person, or by telephone, and/or in

1 writing and endeavor to resolve the dispute in an amicable manner. No action or motion may be filed
2 in the absence of such a good faith attempt to resolve the dispute beforehand.

3 **15. ENTIRE AGREEMENT**

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

9 **AGREED TO:**

AGREED TO:

10
11 Date: 9/17/2025

Date: 09/16/2025

12
13 By: 

14 ENVIRONMENTAL HEALTH
ADVOCATES, INC.

By: 

COSMAX USA, CORPORATION

15 **AGREED TO:**

16
17 Date: _____

18
19 By: _____

NEW MILANI GROUP LLC

20
21
22 **IT IS SO ORDERED.**

23
24 Date: _____

JUDGE OF THE SUPERIOR COURT

1 writing and endeavor to resolve the dispute in an amicable manner. No action or motion may be filed
2 in the absence of such a good faith attempt to resolve the dispute beforehand.

3 **15. ENTIRE AGREEMENT**

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

9 **AGREED TO:**

AGREED TO:

10
11 Date: _____

Date: _____

12
13 By: _____
14 ENVIRONMENTAL HEALTH
ADVOCATES, INC.

By: _____
COSMAX USA, CORPORATION

15 **AGREED TO:**

16
17 Date: September 11, 2025

18
19 By:  _____
20 NEW MILANI GROUP LLC
Ben Menezes, CFO / Manager

21
22 **IT IS SO ORDERED.**

23
24 Date: _____

25 JUDGE OF THE SUPERIOR COURT
26
27
28