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9 Attorneys for Plaintiff

Environmental Health Advocates, Inc.

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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

13 ENVIRONMENTAL HEALTH  
14 ADVOCATES, INC.,

Plaintiff,

15 v.

16 NEW MILANI GROUP LLC, a Delaware  
17 limited liability company; DOE 1: COSMAX  
18 USA, CORPORATION, a Delaware  
19 corporation; and DOES 2 through 100,  
inclusive,

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”).<sup>1</sup> 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 <sup>1</sup> 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. The foregoing notwithstanding, for purposes of compliance with the Octocrylene  
3 Reformulation Standards, the ingredient octocrylene shall not exceed 10% in the finished Covered  
4 Products.

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

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

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

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


28 (h) Settling Defendants shall retain compliance documentation for three years after delivery

of a lot of octocrylene and compliance documentation shall be made available within 30 days of a 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](http://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](http://www.P65Warnings.ca.gov).

OR

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

SHORT FORM  
ON A PRODUCT  
MANUFACTUR  
ED/LABELED  
PRIOR TO  
1/1/28,  
REGARDLESS  
OF DATE OF  
SALE

OR

4)  **WARNING:** Cancer- [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

The triangle above shall be yellow on the warning statement. Where the sign, label, or shelf tag for the product is not printed using the color yellow, the symbol may be printed in black and white. The symbol shall be placed to the left of the warning text, in a size no smaller than the height of the word, “WARNING.” A short-form warning must be provided on a product in a type size that complies with Cal. Code Regs Tit. 27, § 25601(c). In no case shall a warning statement displayed on the Covered Products’ packaging appear in a type size smaller than 6-point type. Where a sign, labeling, or label as defined in Section 256001.1 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 1/1/28, a retail seller is not responsible under Section 25600.2(e)(4) for conspicuously posting or  
2 displaying the new warning online until 60 calendar days after the retailer receives a warning or a  
3 written notice under Section 25600.2(b) and (c) which updates a short-form warning compliant with  
4 Section 25603(c) with content compliant with Section 25603(b). These requirements extend to any  
5 websites under the exclusive control of Settling Defendant(s) where Covered Products are sold into  
6 California. In addition, Settling Defendants shall instruct any third-party website to which it directly  
7 sells its Covered Products to include the same online warning, as set forth above, as a condition of  
8 selling the Covered Products in California.

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

12 (i) Changes in Warning Regulations or Statutes

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

21 **2.3 Sell-Through Period**

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



1 ///

2 ///

3 **3. MONETARY SETTLEMENT TERMS**

4 **3.1 Settlement Amount**

5 Settling Defendants shall have a joint obligation to pay sixty thousand dollars (\$60,000.00) in  
6 settlement and total satisfaction of all the claims referred to in the Notice(s), the Complaint, and this  
7 Consent Judgment. This includes civil penalties in the amount of five thousand dollars (\$5,000.00)  
8 pursuant to Health and Safety Code section 25249.7(b) and attorneys' fees and costs in the amount of  
9 fifty-five thousand dollars (\$55,000.00) pursuant to Code of Civil Procedure section 1021.5. Payment  
10 in full by either Settling Defendant satisfies the joint obligation.

11 **3.2 Civil Penalty**

12 The portion of the settlement attributable to civil penalties shall be allocated according to Health  
13 and Safety Code section 25249.12(c)(1) and (d), with seventy-five percent (75%) of the penalty paid  
14 to the California Office of Environmental Health Hazard Assessment ("OEHHA"), and the remaining  
15 twenty-five percent (25%) of the penalty paid to EHA individually. The five thousand dollars  
16 (\$5,000.00) in civil penalties shall be paid as follows:

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

20 All payments owed to EHA shall be delivered by electronic means, including wire transfer  
21 according to instructions that EHA's counsel will provide if requested, or delivery of a physical check  
22 to the following address:

23 Environmental Health Advocates  
24 225 Broadway, Suite 2100  
25 San Diego, CA 92101

26 All payments owed to OEHHA (EIN: 68-0284486) shall be delivered by electronic wire transfer  
27 or physical check to OEHHA (Memo Line "Prop 65 Penalties") at the following addresses:

28 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 OEHHHA, 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

1 website who, after receiving instruction from either Settling Defendant to include a warning as set forth  
2 above in section 2.2, do not include such a warning.

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

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

#### 10 **4.3 Settling Defendants' Release of EHA**

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

#### 17 **4.4 No Other Known Claims or Violations**

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

#### 21 **4.5 Dismissal with prejudice**

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

### 24 **5. COURT APPROVAL**

25 This Consent Judgment is not effective until it is approved by the Court and shall be null and  
26 void if it is not approved by the Court within one year after it has been fully executed by the Parties, or  
27 by such additional time as the Parties may agree to in writing.  
28

1     **6. SEVERABILITY**

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

4     **7. GOVERNING LAW**

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

16    **8. ENFORCEMENT**

17            In any dispute over or any action to enforce the terms of this Consent Judgment, the prevailing  
18    party shall be entitled to its reasonable attorneys’ fees and costs. The injunctive terms of this Consent  
19    Judgment may be enforced by public agency prosecutors pursuant to California Health and Safety Code  
20    section 25249.7(c), and/or by private party prosecutors acting “in the public interest” under California  
21    Health and Safety Code section 25249.7(d).

22    **9. NOTICE**

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

If to Cosmax:

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

If to EHA:

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

If to New Milani:

Garth Ward  
Lewis Brisbois Bisgaard & Smith LLP  
550 West C Street, Suite 1700  
San Diego, CA 92101  
Garth.Ward@lewisbrisbois.com  
with a copy to: Greg Sperla, DLA  
Piper LLP (US), 555 Mission Street,  
Suite 2400, San Francisco, CA 94105,  
Greg.Sperla@us.dlapiper.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.

**11. POST EXECUTION ACTIVITIES**

EHA agrees to comply with the reporting form requirements referenced in Health and Safety Code section 25249.7(f). The Parties further acknowledge that, pursuant to Health and Safety Code 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, supporting the motion for approval, responding to any objection that any third-party may make, and appearing at the hearing before the 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 a Party's compliance with the terms of this Consent Judgment  
10 entered by the Court, the relevant 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: December 10, 2025

Date: 11/25/2025

22  
23 By:   
24 ENVIRONMENTAL HEALTH  
25 ADVOCATES, INC.

26  
27 By:   
28 COSMAX USA, CORPORATION

**AGREED TO:**

Date: 12/09/2025

By:

NEW MILANI GROUP LLC  
Ben Menezes, CFO / Manager

**IT IS SO ORDERED.**

Date:

JUDGE OF THE SUPERIOR COURT