

ENTORNO LAW, LLP

Craig M. Nicholas (SBN 178444)

Noam Glick (SBN 251582)

Jake W. Schulte (SBN 293777)

Janani Natarajan (SBN 346770)

Gianna E. Tirrell (SBN 358788)

225 Broadway, Suite 1900

San Diego, California 92101

Tel: (619) 629-0527

Email: craig@entornolaw.com

Email: noam@entornolaw.com

Email: jake@entornolaw.com

Email: janani@entornolaw.com

Email: gianna@entornolaw.com

Attorneys for Plaintiff

Environmental Health Advocates, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

ENVIRONMENTAL HEALTH
ADVOCATES, INC.,

Plaintiff,

v.

GALDERMA LABORATORIES, L.P., a
Texas limited partnership; and DOES 1
through 100, inclusive,

Defendants.

Case No. CGC-25-629875

[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 Galderma Laboratories, L.P. (“Defendant” or “Galderma”) with EHA and Galderma 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

Galderma employs ten or more individuals and for purposes of this Consent Judgment only, is alleged to be 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 Defendant manufactures, imports, sells, and/or distributes for sale in California Differin Oil Absorbing Moisturizer with Sunscreen that contains diethanolamine (“DEA”). EHA further alleges that Defendant does so without providing a sufficient health hazard warning as required by Proposition 65 and related Regulations. Defendant 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 October 18, 2024, EHA served Galderma, Target Corporation, 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 Defendant had violated Proposition 65 by failing to sufficiently warn consumers in California of the health hazards associated with exposures to DEA contained in moisturizer lotion products, including but not limited to Differin Oil Absorbing Moisturizer with Sunscreen manufactured or processed by Defendant that allegedly contain DEA 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 moisturizer lotion products, including but
5 not limited to Differin Oil Absorbing Moisturizer with Sunscreen manufactured or processed by
6 Defendant that allegedly contain DEA and are imported, sold, shipped, delivered, or distributed for sale
7 to consumers in California by Releasees (as defined in section 4.1) (“Covered Products”).

8 **1.7 State of the Pleadings**

9 On or around October 3, 2025, EHA filed a Complaint against Defendant for the alleged
10 violations of Proposition 65 that are the subject of the Notice (“Complaint”).

11 **1.8 No Admission**

12 Defendant 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 constitute or be construed as an admission of any fact, finding, conclusion of law, issue of
18 law, or violation of law, such being specifically denied by Defendant. This Section shall not, however,
19 diminish or otherwise affect Galderma’s obligations, responsibilities, and duties under this Consent
20 Judgment.

21 **1.9 Jurisdiction**

22 For purposes of this Consent Judgment and the Complaint only, the Parties stipulate that this
23 Court has jurisdiction over Defendant as to the allegations in the Complaint, that venue is proper in the
24 County of San Francisco, and that the Court has jurisdiction to enter and enforce the provisions of this
25 Consent Judgment pursuant to Proposition 65 and Code of Civil Procedure section 664.6. This Court
26 shall retain jurisdiction of this matter to implement or modify the Consent Judgment.

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1.10 Effective Date

For purposes of this Consent Judgment, the term “Effective Date” means 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 thirty (30) days after the Effective Date, Defendant shall be permanently enjoined from manufacturing, distributing, or directly selling in the State of California any Covered Product that has a DEA content above the Reporting Limit (defined herein) of 10 mg/kg¹ when analyzed pursuant to liquid chromatography/tandem mass spectrometry (LC/MS/MS), inductively coupled mass-spectroscopy (ICP-MS) or other method of analysis utilized by the International Organization for Standardization (ISO) for qualitative and quantitative screening of cosmetics and cosmetic raw materials (“Reformulation Standard”).

2.2 Clear and Reasonable Warnings/Cease of Sale

Commencing on the Effective Date, Defendant shall not sell in California, or distribute for sale in California, the Covered Products exceeding the Reformulation Standard set forth in section 2.1 above unless accompanied by a “clear and reasonable” Proposition 65 warning, within the meaning of Section 25249.6 of the Act. As used in § 2.2, “distribute for sale in California” means to directly ship the Covered Products into California or sell Covered Products to a distributor Defendant knows will sell the Covered Products in California. The warning requirements set forth in § 2.2 shall not apply to any Covered Product not exceeding the Reformulation Standard set forth in section 2.1 above. Defendant may also comply with the terms of this Consent Judgment by ceasing sales of the Covered Products in California.

Defendant agrees 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

¹ The “Reporting Limit” is the lowest concentration at which DEA can be detected in a sample of a Covered Product by an accredited testing laboratory employing LC/MS/MS analysis or other method of analysis utilized by the ISO for qualitative and quantitative screening of cosmetics and cosmetic raw materials.


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 Consent Judgment, 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 diethanolamine ("DEA"), 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 diethanolamine ("DEA"). See www.P65Warnings.ca.gov.

OR

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

OR

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

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

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

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

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1 There shall be no obligation for Defendant to provide a warning for Covered Products that
2 entered the stream of commerce prior to the Effective Date, and the Section 4 release applies to all such
3 Covered Products.

4 (i) Changes in Warning Regulations or Statutes

5 In the event that the Office of Environmental Health Hazard Assessment promulgates
6 one or more regulations requiring or permitting Proposition 65 warning text and/or methods of
7 transmission applicable to the Covered Products and the chemical at issue, which are different than
8 those set forth above, Defendant shall be entitled to use, at its discretion, such other warning text and/or
9 method of transmission without being deemed in breach of this Consent Judgment. If regulations or
10 legislation are enacted providing that Proposition 65 warnings as to DEA in this product are no longer
11 required, Defendant shall move for modification of the agreement pursuant to the modification
12 provision in Section 12.

13 **2.3 Sell-Through Period**

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

21 **3. MONETARY SETTLEMENT TERMS**

22 **3.1 Settlement Amount**

23 Defendant shall pay fifty thousand dollars (\$50,000) in settlement and total satisfaction of all
24 the claims referred to in the Notice, the Complaint, and this Consent Judgment. This includes civil
25 penalties in the amount of five thousand dollars (\$5,000) pursuant to Health and Safety Code section
26 25249.7(b) and attorneys' fees and costs in the amount of forty-five thousand dollars (\$45,000)
27 pursuant to Code of Civil Procedure section 1021.5.

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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) business 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 Defendant’s attention, as well as litigating and negotiating a settlement in the public interest.

Defendant 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 Defendant’s discretion, as follows: forty-five thousand dollars (\$45,000) in Attorney’s Fees and Costs shall be paid as follows:

- One payment of \$40,000 due fourteen (14) business days after the Effective Date.
- One payment of \$5,000, due thirty (30) business days after the Effective Date.

If the 1st payment is timely paid by Defendant, EHA agrees to waive the 2nd payment, in which event Defendant’s portion of the Settlement Amount attributable to Attorney’s Fees and Costs will total forty thousand dollars (\$40,000).

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 Defendant and its parent companies, sister companies, subsidiaries, divisions, affiliated entities under common ownership or control, their respective directors, officers, principals, agents, employees, representatives, attorneys, insurers, accountants, and their predecessors, successors, and assigns (“Defendant Entities”), each

1 entity from whom they obtain and to whom they directly or indirectly distribute, ship, or sell the
2 Covered Products, including but not limited to manufacturers, suppliers, downstream distributors,
3 wholesalers, customers, retailers (including but not limited to Defendant), and marketplaces,
4 franchisees, franchisors, cooperative members, suppliers, licensees, and licensors, and all of the
5 foregoing entities' owners, directors, officers, agents, principals, employees, attorneys, insurers,
6 accountants, representatives, predecessors, successors, and assigns (collectively referred to as the
7 "Releasees") from all claims for violations of Proposition 65 based on exposure to DEA from use of
8 the Covered Products manufactured, sold, or distributed for sale in California by Defendant up through
9 the Effective Date. Compliance with the terms of this Consent Judgment constitutes compliance with
10 Proposition 65 with respect to exposures to DEA from Covered Products as set forth in the Notice.

11 It is Defendant's understanding that the commitments it has agreed to herein, and actions to be
12 taken by Defendant under this Consent Judgment confer a significant benefit to the general public, as
13 set forth in Code of Civil Procedure § 1021.5 and Cal. Admin. Code tit. 11, § 3201. As such, it is the
14 Parties' intention that this Consent Judgment shall have preclusive effect such that no other actions by
15 private enforcers, whether purporting to act in his, her, or its interests or the public interest shall be
16 permitted to pursue and take any action with respect to any violation of Proposition 65 based on
17 exposure to DEA from use of the Covered Products that was alleged in the Notice and/or Complaint,
18 or that could have been brought pursuant to the Notice and/or Complaint against Defendant, Defendant
19 Entities, and/or the Releasees. Defendant's compliance with the terms of this Consent Judgment
20 constitutes compliance with Proposition 65 by Defendant with regard to exposure to DEA from use of
21 the Covered Products.

22 This Consent Judgment is a full, final, and binding resolution of all claims under Proposition
23 65 that were or could have been asserted against Defendant, Defendant Entities, and/or Releasees for
24 failure to comply with Proposition 65 for alleged exposure to DEA from Covered Products. This release
25 does not extend to any third-party retailers selling the product on a website who, after receiving
26 instruction from Defendant to include a warning as set forth above in section 2.2, do not include such
27 a warning.

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4.2 EHA's Individual Release of Claims

EHA, in its individual capacity, also provides a release to Defendant, Defendant Entities, 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, rights, suits, obligations, costs, fines, penalties, expenses including, but not exclusively, investigation fees, expert fees, and attorneys' fees, damages, charges, losses, claims, promises, liabilities, and demands of every nature, character, and kind, whether known or unknown, in law or equity, fixed or contingent, now or in the future, suspected or unsuspected, arising out of alleged or actual exposures to DEA in the Covered Products manufactured, imported, sold, or distributed by Defendant, Defendant Entities, and/or Releasees before the Effective Date.

It is possible that other claims not known to the Parties arising out of the facts alleged in the Notice and/or Complaint and relating to the Covered Products will develop or be discovered. EHA, on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees, acknowledges that this Consent Judgment is expressly intended to cover and include all such claims up through the Effective Date. With respect to the foregoing waivers and releases in this paragraph, EHA acknowledges that the claims released in this paragraph may include unknown claims, and nevertheless specifically waives any and all rights and benefits which it now has, or in the future may have as to any such unknown claims, conferred by virtue of the provisions of § 1542 of the California Civil Code, which provides as follows:

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

EHA acknowledges and understands the significance and consequences of this specific waiver of California Civil Code § 1542 and expressly acknowledges having consulted with its attorneys regarding this specific waiver.

4.3 Galderma's Release of EHA

Defendant on its own behalf, and on behalf of 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

1 and other representatives, whether in the course of investigating claims, otherwise seeking to enforce
2 Proposition 65 against them, in this matter or with respect to the Covered Products.

3 **4.4 No Other Known Claims or Violations**

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

7 **5. COURT APPROVAL**

8 This Consent Judgment is not effective until it is approved and entered by the Court and shall
9 be null and void if, for any reason, it is not approved by the Court within one year after it has been fully
10 executed by the Parties, or by such additional time as the Parties may agree to in writing. In such a
11 case, the Parties agree to meet and confer on how to proceed.

12 **6. SEVERABILITY**

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

15 **7. GOVERNING LAW**

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

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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 if determined to be appropriate by a court or arbitrator. The
4 injunctive terms of this Consent Judgment may be enforced by public agency prosecutors pursuant to
5 California Health and Safety Code section 25249.7(c), and/or by private party prosecutors acting "in
6 the public interest" under California Health and Safety Code section 25249.7(d).

7 **9. NOTICE**

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

12 If to Galderma:

13 Ashley Vinson Crawford
14 Akin Gump Strauss Hauer & Feld LLP
15 100 Pine Street, Suite 3200
16 San Francisco, CA 94104
17 avcrawford@akingump.com

12 If to EHA:

13 Noam Glick
14 Entorno Law, LLP
15 225 Broadway, Suite 2100
16 San Diego, CA 92101
17 noam@entornolaw.com

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

20 **10. COUNTERPARTS; DIGITAL SIGNATURES**

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

24 **11. POST EXECUTION ACTIVITIES**

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

1 purposes of this Section, “best efforts” shall include, at a minimum, supporting the motion for approval,
2 responding to any objection that any third-party may make, and appearing at the hearing before the
3 Court if so requested.

4 **12. MODIFICATION**

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

8 **13. AUTHORIZATION**

9 The undersigned are authorized to execute this Consent Judgment on behalf of their respective
10 Parties and acknowledge that they have read, understand, and agree to all of the terms and conditions
11 contained herein, and certify that he or she is fully authorized by the Party he or she represents to
12 execute the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as
13 explicitly provided herein each Party is to bear its own fees and costs.

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

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

19 **15. ENTIRE AGREEMENT**

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

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1 **AGREED TO:**

2 Date: 2/6/26

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4 By: 

5 ENVIRONMENTAL HEALTH
6 ADVOCATES, INC.

AGREED TO:

Date: Feb 5, 2026

DocuSigned by:
Devon Sharp
16ECB598CD944CB...

By: _____

GALDERMA LABORATORIES, L.P.

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8 **IT IS SO ORDERED.**

9 Date: _____

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JUDGE OF THE SUPERIOR COURT