

1 **ENTORNO LAW, LLP**

Craig M. Nicholas (SBN 178444)

2 Noam Glick (SBN 251582)

Jake W. Schulte (SBN 293777)

3 Janani Natarajan (SBN 346770)

Gianna E. Tirrell (SBN 358788)

4 225 Broadway, Suite 1900

San Diego, California 92101

5 Tel: (619) 629-0527

Email: craig@entornolaw.com

6 Email: noam@entornolaw.com

Email: jake@entornolaw.com

7 Email: janani@entornolaw.com

Email: gianna@entornolaw.com

8
9 Attorneys for Plaintiff

Environmental Health Advocates, Inc.

10
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 ADVANCED NUTRITION INC, a New York
17 corporation; AMAZON.COM SALES, INC.,
18 a Delaware corporation; and DOES 1 through
100, inclusive

19 Defendants.

Case No. 25 CV 107023

[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 Environmental Health Advocates, Inc.,
4 (“EHA” or “Plaintiff”) and Advanced Nutrition Inc (“Defendant” or “Advanced Nutrition”) with EHA
5 and Advanced Nutrition each individually referred to as a “Party” and collectively referred to as the
6 “Parties.”

7 **1.2 Plaintiff**

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

11 **1.3 Defendant**

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

16 **1.4 General Allegations**

17 EHA alleges that Advanced Nutrition manufactures, imports, sells, and distributes for sale Core
18 Greens - Advanced Plant Based Superfood that contains lead. EHA further alleges that Advanced
19 Nutrition does so without providing a sufficient health hazard warning as required by Proposition 65
20 and related Regulations. Advanced Nutrition denies these allegations and asserts that its products are
21 safe and in compliance with all applicable laws, rules and regulations.

22 **1.5 Notice of Violation**

23 On or around November 1, 2024, EHA served Defendant Advanced Nutrition, Advanced
24 Nutrition Inc., Amazon.com Sales, Inc., the California Attorney General, and all other required public
25 enforcement agencies with a 60-Day Notice of Violation of Proposition 65 (“Notice”). The Notice
26 alleged that Advanced Nutrition had violated Proposition 65 by failing to sufficiently warn consumers
27 in California of the health hazards associated with exposures to lead contained in dietary supplements
28 products, including but not limited to Core Greens - Advanced Plant Based Superfood manufactured

1 or processed by Advanced Nutrition that allegedly contain lead and are imported, sold, shipped,
2 delivered, or distributed for sale to consumers in California by Releasees (as defined in section 4.1).
3 This Notice was subsequently amended on February 28, 2025, to correct Amazon.com Sales, Inc. to
4 Amazon.com Services LLC.

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

7 **1.6 Product Description**

8 The products covered by this Consent Judgment are dietary supplements products, including
9 but not limited to Zahler Core Greens - Advanced Plant Based Superfood manufactured, distributed,
10 sold, or processed by Advanced Nutrition that allegedly contain lead and are imported, sold, shipped,
11 delivered, or distributed for sale to consumers in California by Releasees (as defined in section 4.1)
12 (“Covered Products”).

13 **1.7 State of the Pleadings**

14 On or around January 15, 2025, EHA filed a Complaint against Advanced Nutrition for the
15 alleged violations of Proposition 65 that are the subject of the Notice (“Complaint”).

16 **1.8 No Admission**

17 Advanced Nutrition denies the material factual and legal allegations of the Notice and
18 Complaint and maintains that all of the products it has manufactured, imported, sold, and/or distributed
19 for sale in California, including Covered Products, have been, and are, in compliance with all applicable
20 laws, rules and regulations. Nothing in this Consent Judgment shall be construed as an admission of
21 any fact, finding, conclusion of law, issue of law, or violation of law, nor shall compliance with this
22 Consent Judgment be construed as an admission of any fact, finding, conclusion of law, issue of law,
23 or violation of law. This Section shall not, however, diminish or otherwise affect Advanced Nutrition's
24 obligations, responsibilities, and duties under this Consent Judgment.

25 **1.9 Jurisdiction**

26 For purposes of this Consent Judgment and the Complaint only, the Parties stipulate that this
27 Court has jurisdiction over Advanced Nutrition as to the allegations in the Complaint, that venue is
28

1 proper in the County of Alameda, and that the Court has jurisdiction to enter and enforce the provisions
2 of this Consent Judgment pursuant to Proposition 65 and Code of Civil Procedure section 664.6.

3 **1.10 Effective Date**

4 For purposes of this Consent Judgment, the term “Effective Date” means ten (10) days after the
5 date on which this Consent Judgment is approved by the Court, as discussed in Section 5.

6 **1.11 Compliance Date**

7 For purposes of this Consent Judgment, the term “Compliance Date” means 30 days after the
8 Effective Date.

9 **2. INJUNCTIVE RELIEF**

10 **2.1 Reformulation of the Covered Products**

11 Beginning on or before the Compliance Date, Defendant shall be permanently enjoined from
12 manufacturing, distributing, or directly selling in the State of California, any Covered Product that
13 exposes a person to a “Daily Lead Exposure Level” of more than 0.5 micrograms of lead based on a
14 single serving per day unless such Covered Products comply with the warning requirements of Section
15 2.2. The “Daily Lead Exposure Level” shall be calculated by multiplying the recommended serving
16 size in Covered Product by the concentration of lead in Covered Products. As used in this Section 2,
17 “distributed for sale in CA” means to directly ship Covered Products into California or to sell Covered
18 Products to a distributor Defendant knows will sell Covered Products in California.

19 **2.2 Clear and Reasonable Warnings**

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

1 so as to minimize the risk of consumer confusion.

2 For purposes of this Settlement Agreement, a clear and reasonable warning for the Covered
3 Products shall consist of a product-specific warning via one or more of the following methods: (1) A
4 posted sign, shelf tag, or shelf sign for the consumer product at each point of display of the product;
5 (2) Any electronic device or process that automatically provides the warning to the purchaser (not
6 applicable to internet purchases, which are subject to the provisions of § 25602(b)); (3) A warning
7 directly affixed to the product's label or tag; or (4) A short-form warning on the label that complies
8 with the content requirements set forth in this Consent Judgment. Where a warning is required per this
9 Consent Judgment,), one of the following statements must be utilized:

10
11 **1) "WARNING:" [or] "CA WARNING:" [or] "CALIFORNIA**
12 **WARNING:"** Consuming this product can expose you to lead, which is
13 known to the State of California to cause [cancer and]birth defects or other
14 reproductive harm. For more information go to
15 www.P65Warnings.ca.gov/food.

14 **OR**

15 **SHORT**
16 **FORM**

15 **2) "WARNING:" [or] "CA WARNING:" [or] "CALIFORNIA**
16 **WARNING:"** Risk of [cancer and]reproductive harm from exposure to
17 lead. See www.P65Warnings.ca.gov/food.

17 **OR**

18 **SHORT**
19 **FORM**

18 **3) "WARNING:" [or] "CA WARNING:" [or] "CALIFORNIA**
19 **WARNING:"** Can expose you to lead, a [carcinogen]and reproductive
20 toxicant. See www.P65Warnings.ca.gov/food.

20 **OR**

21 **SHORT FORM ON**
22 **A PRODUCT**
23 **MANUFACTURED**
24 **/LABELED PRIOR**
25 **TO 1/1/28,**
26 **REGARDLESS OF**
27 **DATE OF SALE**

21 **4) WARNING:** [Cancer and]Reproductive Harm –
22 www.P65Warnings.ca.gov/food.

26
27 Advanced Nutrition shall use the phrase "cancer and" or "carcinogen" in the warning statement
28 if the Daily Lead Exposure Level is greater than 15 micrograms of lead or if another Proposition 65

1 chemical is present which may require a cancer warning. Where the warning is provided on the food
2 product label, it must be set off from other surrounding information and enclosed in a box. Where a
3 specific food product sign, label, placard, or shelf tag is used to provide a warning, it must be displayed
4 with such conspicuousness, as compared with other words, statements, or designs as to render it likely
5 to be read and understood by an ordinary individual prior to sale. In no case shall a short-form warning
6 statement appear in a type size smaller than 6-point type. Where a sign, labeling, or label as defined in
7 Section 25600.1 is used to provide a warning that includes consumer information about a product in a
8 language other than English, the warning must also be provided in that language in addition to English.

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

25 **2.3 Sell-Through Period**

26 Notwithstanding anything else in this Consent Judgment, Covered Products that are
27 manufactured, packaged, or put into commerce on or before the Compliance Date shall be subject to
28 the release of liability pursuant to this Consent Judgment, without regard to when such Covered

1 Products were, or are in the future, distributed or sold to customers. As a result, the obligations of
2 Advanced Nutrition, or any Releasees (if applicable), stated in this Section 2 do not apply to Covered
3 Products manufactured, packaged, or put into commerce prior to the Compliance Date.

4 **3. MONETARY SETTLEMENT TERMS**

5 **3.1 Settlement Amount**

6 Advanced Nutrition shall pay fifty-five thousand dollars (\$55,000.00) in settlement and total
7 satisfaction of all the claims referred to in the Notice(s), the Complaint, and this Consent Judgment.
8 This includes civil penalties in the amount of twenty thousand dollars (\$20,000.00) pursuant to Health
9 and Safety Code section 25249.7(b) and attorneys' fees and costs in the amount of thirty-five thousand
10 dollars (\$35,000.00) pursuant to Code of Civil Procedure section 1021.5.

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 twenty thousand dollars
16 (\$20,000.00) in civil penalties shall be paid as follows:

- 17
- One payment of \$15,000.00 to OEHHA, due fourteen (14) days after the Effective Date.
 - One payment of \$5,000.00 to EHA, due fourteen (14) days after the Effective date.
- 18

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

20
21 Environmental Health Advocates
22 225 Broadway, Suite 2100
San Diego, CA 92101

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

25 For United States Postal Service Delivery:

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

1 For Federal Express 2-Day Delivery:

2 Mike Gyurics
3 Fiscal Operations Branch Chief
4 Office of Environmental Health Hazard Assessment
5 1001 I Street
6 Sacramento, CA 95814

7 Advanced Nutrition agrees to provide EHA's counsel with a copy of the check payable to
8 OEHHA, simultaneous with its penalty payment to EHA.

9 Plaintiff and its counsel will provide completed IRS 1099, W-9, or other tax forms as required.

10 Relevant information is set out below:

- 11 • "Environmental Health Advocates, Inc." (EIN: 84-2322975) at the address provided above.
- 12 • "Office of Environmental Health Hazard Assessment" 1001 I Street, Sacramento, CA 95814.

13 All payments referenced in this section shall be paid within fourteen (14) days of the date the Court
14 approves EHA's motion to approve this Consent Judgment.

15 **3.3 Attorney's Fees and Costs**

16 The portion of the settlement attributable to attorneys' fees and costs shall be paid to EHA's
17 counsel, who are entitled to attorneys' fees and costs incurred by it in this action, including but not
18 limited to investigating potential violations, bringing this matter to Advanced Nutrition's attention, as
19 well as litigating and negotiating a settlement in the public interest.

20 Advanced Nutrition shall provide its payment for civil penalty and for attorneys' fees and costs
21 to EHA's counsel by physical check or by electronic means, including wire transfers, at Advanced
22 Nutrition's discretion, as follows: thirty-five thousand dollars (\$35,000.00) in Attorney's Fees and
23 Costs shall be paid as follows:

- 24 • One payment of \$2,000.00, due thirty (30) days after the Effective Date.
- 25 • One payment of \$2,000.00, due sixty (60) days after the Effective Date.
- 26 • One payment of \$2,000.00, due ninety (90) days after the Effective Date.
- 27 • One payment of \$2,000.00, due one hundred twenty (120) days after the Effective Date.
- 28 • One payment of \$2,000.00, due one hundred fifty (150) days after the Effective Date.
- One payment of \$2,000.00, due one hundred eighty (180) days after the Effective Date.
- One payment of \$2,000.00, due two hundred ten (210) days after the Effective Date.

- 1 • One payment of \$2,000.00, due two hundred forty (240) days after the Effective Date.
- 2 • One payment of \$2,000.00, due two hundred seventy (270) days after the Effective Date.
- 3 • One payment of \$2,000.00, due three hundred (300) days after the Effective Date.
- 4 • One payment of \$2,000.00, due three hundred thirty (330) days after the Effective Date.
- 5 • One payment of \$2,000.00, due three hundred sixty (360) days after the Effective Date.
- 6 • One payment of \$2,000.00, due three hundred ninety (390) days after the Effective Date.
- 7 • One payment of \$2,000.00, due four hundred twenty (420) days after the Effective Date.
- 8 • One payment of \$2,000.00, due four hundred fifty (450) days after the Effective Date.
- 9 • One payment of \$2,000.00, due four hundred eighty (480) days after the Effective Date.
- 10 • One payment of \$2,000.00, due five hundred ten (510) days after the Effective Date.
- 11 • One payment of \$1,000.00, due five hundred forty (540) days after the Effective Date.

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

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

15 **4. CLAIMS COVERED AND RELEASE**

16 **4.1 EHA's Public Release of Proposition 65 Claims**

17 Plaintiff, acting on its own behalf and in the public interest, releases Advanced Nutrition, and
18 its parents, subsidiaries, affiliated entities under common ownership or control, its directors, officers,
19 principals, agents, employees, attorneys, insurers, accountants, predecessors, successors, and assigns
20 ("Defendant Entities"), each entity to whom Advanced Nutrition directly or indirectly distributes,
21 ships, or sells the Covered Products, including but not limited to downstream distributors, wholesalers,
22 customers, retailers (including but not limited to Walmart, Inc., Wal-mart.com USA, LLC,
23 Amazon.com Services LLC, and iHerb, LLC), and marketplaces franchisees, franchisors, cooperative
24 members, suppliers, licensees, and licensors, and all of the foregoing entities' owners, directors,
25 officers, agents, principals, employees, attorneys, insurers, accountants, representatives, predecessors,
26 successors, and assigns (collectively referred to as the "Releasees") from all claims for violations of
27 Proposition 65 up through the Effective Date based on exposure to lead from Covered Products as set
28 forth in the Notice(s). Compliance with the terms of this Consent Judgment constitutes compliance

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

8 **4.2 EHA's Individual Release of Claims**

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

15 **4.3 Advanced Nutrition's Release of EHA**

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

22 **4.4 No Other Known Claims or Violations**

23 EHA and EHA's counsel affirm that they are not presently aware of any actual or alleged
24 violations of Proposition 65 by Advanced Nutrition or for which Advanced Nutrition bears legal
25 responsibility other than those that are fully resolved by this Consent Judgment.
26
27
28

1 **5. COURT APPROVAL**

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

5 **6. SEVERABILITY**

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

8 **7. GOVERNING LAW**

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

20 **8. ENFORCEMENT**

21 In any action to enforce the terms of this Consent Judgment, the prevailing party shall be entitled
22 to its reasonable attorneys’ fees and costs. The injunctive terms of this Consent Judgment may be
23 enforced by public agency prosecutors pursuant to California Health and Safety Code section
24 25249.7(c), and/or by private party prosecutors acting “in the public interest” under California Health
25 and Safety Code section 25249.7(d).

26 **9. NOTICE**

27 Unless otherwise specified herein, all correspondence and notice required by this Consent
28 Judgment shall be in writing and sent by: (i) personal delivery; (ii) first-class, registered, or certified

1 mail, return receipt requested; or (iii) a recognized overnight courier; and (iv) with a copy by email; to
2 the following addresses:

3 If to Advanced Nutrition:

4 Matthew R. Orr
5 AMIN WASSERMAN GURNANI,
6 LLP
7 515 South Flower Street, 18th Floor
8 Los Angeles, CA 90071
9 morr@awglaw.com

If to EHA:

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

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

12 **10. COUNTERPARTS; DIGITAL SIGNATURES**

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

16 **11. POST EXECUTION ACTIVITIES**

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

26 **12. MODIFICATION**

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

13. AUTHORIZATION

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

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

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

8 **15. ENTIRE AGREEMENT**

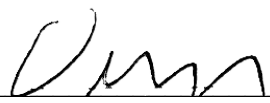
9 This Consent Judgment contains the sole and entire agreement and understanding of the Parties
10 with respect to the entire subject matter herein, and any and all prior discussions, negotiations,
11 commitments, and understandings related hereto. No representations, oral or otherwise, express or
12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

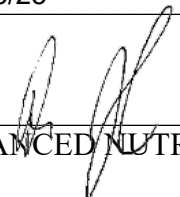
14 **AGREED TO:**

AGREED TO:

15
16 Date: November 5, 2025

Date: 11/3/25

17
18 By: 
19 ENVIRONMENTAL HEALTH
ADVOCATES, INC.

By: 
ADVANCED NUTRITION INC

20
21 **IT IS SO ORDERED.**

22
23 Date: _____

24 JUDGE OF THE SUPERIOR COURT