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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO

ENVIRONMENTAL HEALTH
ADVOCATES, INC.,

Plaintiff,

v.

THE OLD FASHIONED KITCHEN, INC., a
New Jersey corporation; VALLEY FARM
MARKET LA JOLLA, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. CGC-26-633567

[PROPOSED] CONSENT JUDGMENT

(Health & Safety Code § 25249.6 *et seq.* and
Code Civ. Proc. § 664.6)

1
2 **1. INTRODUCTION**

3 **1.1 Parties**

4 This Consent Judgment is entered into by and between Environmental Health Advocates, Inc.,
5 (“EHA” or “Plaintiff”) and The Old Fashioned Kitchen, Inc. (“Defendant” or “The Old Fashioned
6 Kitchen”) with EHA and The Old Fashioned Kitchen 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 Defendant**

13 The Old Fashioned Kitchen 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 The Old Fashioned Kitchen manufactures, imports, sells, and distributes for
19 sale Golden Pierogies- Potato & Onion that contains cadmium. EHA further alleges that The Old
20 Fashioned Kitchen does so without providing a sufficient health hazard warning as required by
21 Proposition 65 and related Regulations. The Old Fashioned Kitchen denies these allegations and asserts
22 that its products are safe and in compliance with all applicable laws, rules and regulations.

23 **1.5 Notice of Violation**

24 On or around April 4, 2025, EHA served Defendant The Old Fashioned Kitchen, Valley Farm
25 Market La Jolla, Inc., the California Attorney General, and all other required public enforcement
26 agencies with a 60-Day Notice of Violation of Proposition 65 (“Notice”). The Notice alleged that The
27 Old Fashioned Kitchen had violated Proposition 65 by failing to sufficiently warn consumers in
28 California of the health hazards associated with exposures to cadmium contained in pierogies products,

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2 including but not limited to Golden Pierogies- Potato & Onion manufactured or processed by The Old
3 Fashioned Kitchen that allegedly contain cadmium and are imported, sold, shipped, delivered, or
4 distributed for sale to consumers in California by Releasees (as defined in section 4.1).

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 pierogies and frozen filled flour-based and
9 pancake products, including but not limited to Golden Pierogies- Potato & Onion, manufactured or
10 processed by The Old Fashioned Kitchen that allegedly contain cadmium and are imported, sold,
11 shipped, delivered, or distributed for sale to consumers in California by Releasees (as defined in section
12 4.1) ("Covered Products").

13 **1.7 State of the Pleadings**

14 On or around February 4, 2026, EHA filed a Complaint against The Old Fashioned Kitchen for
15 the alleged violations of Proposition 65 that are the subject of the Notice ("Complaint").

16 **1.8 No Admission**

17 The Old Fashioned Kitchen 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, in this or any other pending or future legal proceeding. This Section shall not,
24 however, diminish or otherwise affect The Old Fashioned Kitchen's obligations, responsibilities, and
25 duties under this Consent Judgment.

26 **1.9 Jurisdiction**

27 For purposes of this Consent Judgment and the Complaint only, the Parties stipulate that this
28 Court has jurisdiction over The Old Fashioned Kitchen as to the allegations in the Complaint, that

venue is proper in the County of San Francisco, and that the Court has jurisdiction to enter and enforce the provisions of this Consent Judgment pursuant to Proposition 65 and Code of Civil Procedure section 664.6.

1.10 Effective Date

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

1.11 Compliance Date

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

2. INJUNCTIVE RELIEF

2.1 Reformulation Standard

Beginning on or before the Compliance Date, Old Fashioned Kitchen shall be permanently enjoined from manufacturing, distributing, or directly selling in the State of California, any Covered Product that exposes a person to a “Daily Cadmium Exposure Level” of more than 4.1 micrograms of cadmium based on a single serving per day unless such Covered Products comply with the warning requirements of Section 2.2. The “Daily Cadmium Exposure Level” shall be calculated by multiplying the recommended serving size in Covered Product by the concentration of cadmium in Covered Products. As used in this Section 2, “distributed for sale in CA” means to directly ship Covered Products into California or to sell Covered Products to a distributor Old Fashioned Kitchen knows will sell Covered Products in California.

2.2 Enforcement Procedure

The Parties to this Consent Judgment shall have the exclusive right to enforce this Consent Judgment. This Court shall have exclusive jurisdiction over all matters regarding enforcement of the Consent Judgment. Prior to bringing any motion or the issuance of an order to show cause to enforce the terms of this Consent Judgment, a Party seeking to enforce shall provide the alleged violating party sixty (60) days advance written notice of the alleged violation (“Meet and Confer Notice”), sent to the

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2 person(s) identified in Section 9 receive notice for the respective Party. The Parties shall meet and
3 confer during such sixty (60) day period in an effort to reach agreement on whether a violation occurred
4 and/or an appropriate cure for the alleged violation. After such sixty (60) day period, the Party seeking
5 to enforce may, by motion or order to show cause before the Superior Court of the County of San
6 Francisco, seek to enforce the terms and conditions contained in this Consent Judgment.

7 2.2.1 Meet and Confer Notice

8 After the Compliance Date, EHA may issue The Old Fashioned Kitchen a Meet and Confer
9 Notice, in compliance with Section 2.2.2, alleging that EHA manufactured a Covered Product in
10 violation of Section 2.

11 2.2.2 Contents of Meet and Confer Notice for Alleged Exceedances

12 A Meet and Confer Notice alleging that The Old Fashioned Kitchen manufactured a Covered
13 Product in violation of Section 2 must include, at a minimum:

- 14 (i) the date the Covered Product was purchased,
15 (ii) a copy of EHA's receipt of purchase for the Covered Product; |
16 (iii) if not visible on the receipt, the name and address of the retail entity from which
17 the Covered Product was purchased, or for online purchases, the name of the website
18 from which the Covered Product was purchased and the address to which the product
19 was shipped;
20 (iv) photos of the Covered Product, including but not limited to, photos showing the
21 production date code and best-by date;
22 (v) EHA's test report on the Covered Product sample, conducted by use of a test
23 performed by an accredited laboratory. Any samples of a Covered Product tested shall
24 be homogenized before testing.

25 2.2.3 The Old Fashioned Kitchen's Sampling

26 Upon receipt of a Meet and Confer Notice from EHA that alleges a violation of the Lead Level,
27 The Old Fashioned Kitchen shall have forty-five (45) days to collect and sample a minimum of three
28 samples of the Covered Product. Samples collected by The Old Fashioned Kitchen must have

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2 production date codes and/or best-by date dated within sixty (60) days of the corresponding production
3 date code and/or best-by date of the sample identified in EHA's Meet and Confer Notice. The Old
4 Fashioned Kitchen shall provide EHA with all test data for these samples, which shall be conducted
5 using the test methodology set forth above.

6 2.2.4 Assessment of Exposure Levels

7 The determination of compliance with Section 2.1 will be established by averaging The Old
8 Fashioned Kitchen's three or more test results and EHA's single test result.

9 **2.3 Clear and Reasonable Warnings**

10 For Covered Products that contain cadmium in a concentration exceeding the limitations set
11 forth in Section 2.1 above, and which are distributed or directly sold by The Old Fashioned Kitchen in
12 the State of California on or after the Compliance Date, The Old Fashioned Kitchen will provide a
13 "clear and reasonable" Proposition 65 warning, within the meaning of Section 2549.6, subject to
14 Section 2.3 of this Agreement. The Old Fashioned Kitchen agrees that each warning shall be
15 prominently placed with such conspicuousness, as compared with words, statements, designs, or
16 devices as to render it likely to be seen, read, and understood by an ordinary individual under customary
17 conditions before purchase or use. Each warning shall be provided in a manner such that the consumer
18 or user understands to which specific Covered Products the warning applies, and which listed
19 chemical(s) is/are implicated, so as to minimize the risk of consumer confusion.

20 For purposes of this Settlement Agreement, a clear and reasonable warning for the Covered
21 Products shall consist of a product-specific warning via one or more of the following methods: (1) A
22 posted sign, shelf tag, or shelf sign for the consumer product at each point of display of the product;
23 (2) Any electronic device or process that automatically provides the warning to the purchaser (not
24 applicable to internet purchases, which are subject to the provisions of § 25602(b)); (3) A warning
25 directly affixed to the product's label or tag; or (4) A short-form warning on the label that complies
26 with the content requirements set forth in §§ 25603(b) and 25603(a). Specifically, pursuant to §
27 25603(a) – (d), one of the following statements must be utilized:
28

1) **“WARNING:” [or] “CA WARNING:” [or] “CALIFORNIA WARNING:”**: Consuming this product can expose you to cadmium, which is known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov/food.

OR

2) **“WARNING:” [or] “CA WARNING:” [or] “CALIFORNIA WARNING:”** Risk of reproductive harm from exposure to cadmium. See www.P65Warnings.ca.gov/food.

OR

3) **“WARNING:” [or] “CA WARNING:” [or] “CALIFORNIA WARNING:”** Can expose you to cadmium, a reproductive toxicant. See www.P65Warnings.ca.gov/food.

OR

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

4) **WARNING: Reproductive Harm –** www.P65Warnings.ca.gov/food.

Pursuant to Section 25607.1, where the warning is provided on the food product label, it must be set off from other surrounding information and enclosed in a box. Where a specific food product sign, label, placard, or shelf tag is used to provide a warning, it must be displayed with such conspicuousness, as compared with other words, statements, or designs as to render it likely to be read and understood by an ordinary individual prior to sale. In no case shall a warning statement appear in a type size smaller than 6-point type. Where a sign, labeling, or label as defined in Section 25600.1 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**

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2 **WARNING”** on the product display page that links to the warning; or (3) An otherwise prominently
3 displayed warning provided to the purchaser prior to completing the purchase. If a warning is provided
4 using the short-form label content pursuant to Section 25602(a)(4), the warning provided on the website
5 may use the same content. For internet purchases made prior to 1/1/28, a retail seller is not responsible
6 under Section 25600.2(e)(4) for conspicuously posting or displaying the new warning online until 60
7 calendar days after the retailer receives a warning or a written notice under Section 25600.2(b) and (c)
8 which updates a short-form warning compliant with Section 25603(c) with content compliant with
9 Section 25603(b). These requirements extend to any websites under the exclusive control of The Old
10 Fashioned Kitchen where Covered Products are sold into California. In addition, The Old Fashioned
11 Kitchen shall instruct any third-party website to which it directly sells its Covered Products to include
12 the same online warning, as set forth above, as a condition of selling the Covered Products in California.

13 Alternatively, the Covered Products are deemed compliant with the warning requirements of this
14 Section 2.2 provide they comply with the applicable warning requirements, if any, imposed by the then-
15 current provisions of Proposition 65.

16 **2.4 Sell-Through Period**

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

24 **3. MONETARY SETTLEMENT TERMS**

25 **3.1 Settlement Amount**

26 The Old Fashioned Kitchen shall pay fifty-two thousand dollars (\$52,000) in settlement and
27 total satisfaction of all the claims referred to in the Notice(s), the Complaint, and this Consent
28 Judgment. This includes civil penalties in the amount of five thousand dollars (\$5,000), pursuant to

Health and Safety Code section 25249.7(b), and attorneys' fees and costs in the amount of forty-seven thousand dollars (\$47,000), pursuant to Code of Civil Procedure section 1021.5

3.2 Civil Penalty

The portion of the settlement attributable to civil penalties shall be allocated according to Health and Safety Code section 25249.12(c)(1) and (d), with seventy-five percent (75%) of the penalty paid to the California Office of Environmental Health Hazard Assessment ("OEHHA"), and the remaining twenty-five percent (25%) of the penalty paid to EHA individually. The five thousand dollars (\$5,000) in civil penalties shall be paid as follows:

- One payment of \$3,750 to OEHHA, due fourteen (14) days after the Effective Date.
- One payment of \$1,250 to EHA, due fourteen (14) days after the Effective date.

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

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

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

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

The Old Fashioned Kitchen agrees to provide EHA's counsel with a copy of the check payable to OEHHA, simultaneous with its penalty payment to EHA.

Plaintiff and its counsel will provide completed IRS 1099, W-9, or other tax forms as required. Relevant information is set out below:

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

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

3.3 Attorney’s Fees and Costs

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

The Old Fashioned Kitchen 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 Old Fashioned Kitchen’s discretion, as follows: forty-seven thousand dollars (\$47,000) in Attorney’s Fees and Costs shall be paid as one payment of \$47,000, due sixty (60) days after the Effective Date.

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

Isaac Fayman
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 The Old Fashioned Kitchen, and its parents, subsidiaries, affiliated entities under common ownership or control, its directors, officers, principals, agents, employees, attorneys, insurers, accountants, predecessors, successors, and assigns (“Defendant Entities”), each entity to whom Defendant directly or indirectly distributes, ships, or sells the Covered Products, including but not limited to downstream distributors,

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2 wholesalers, customers, retailers (including but not limited to Valley Farm Market La Jolla, Inc.; Valley
3 Farm Market Del Mar, Inc.; The Kroger Company dba Ralphs; Albertson's Inc.; and B&G Foods North
4 America, Inc.), and marketplaces, franchisees, franchisors, cooperative members, suppliers, licensees,
5 and licensors, and all of the foregoing entities' owners, directors, officers, agents, principals,
6 employees, attorneys, insurers, accountants, representatives, predecessors, successors, and assigns
7 (collectively referred to as the "Releasees") from all claims for violations of Proposition 65 prior to
8 and up through the Effective Date based on exposure to cadmium from Covered Products as set forth
9 in the Notice(s).¹ Compliance with the terms of this Consent Judgment constitutes compliance with
10 Proposition 65 with respect to exposures to cadmium from Covered Products as set forth in the
11 Notice(s). This Consent Judgment is a full, final, and binding resolution of all claims under Proposition
12 65 that were or could have been asserted against The Old Fashioned Kitchen and/or Releasees for
13 failure to comply with Proposition 65 for alleged exposure to cadmium from Covered Products.
14 Compliance with the terms of this Consent Judgment by The Old Fashioned Kitchen and the other
15 Releasees shall constitute compliance with Proposition 65 by The Old Fashioned Kitchen and the other
16 Releasees with respect to any alleged failure warn about alleged exposures to cadmium in Covered
17 Products that were manufactured, sold, distributed or offered for sale after the Effective Date.

18 **4.2 EHA's Individual Release of Claims**

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

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¹ For purposes of this Consent Judgment and release only, The Old Fashioned Kitchen waives
28 any affirmative defense based on any potentially applicable statute of limitations or repose.

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2 With respect to the foregoing waivers and releases in this paragraph, EHA hereby specifically
3 waives any and all rights and benefits which it now has, or in the future may have, conferred by virtue
4 of the provisions of § 1542 of the California Civil Code, which provides as follows:

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

12 **4.3 The Old Fashioned Kitchen's Release of EHA**

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

19 **4.4 No Other Known Claims or Violations**

20 EHA and EHA's counsel affirm that they are not presently aware of any actual or alleged
21 violations of Proposition 65 by The Old Fashioned Kitchen or for which The Old Fashioned Kitchen
22 bears legal responsibility other than those that are fully resolved by this Consent Judgment.

23 **5. COURT APPROVAL**

24 This Consent Judgment is not effective until it is approved by the Court and shall be null and
25 void if it is not approved by the Court within one year after it has been fully executed by the Parties, or
26 by such additional time as the Parties may agree to in writing. If the Consent Judgment is not entered
27 by the Court, it shall be of no further force or effect and shall not be introduced into evidence or
28 otherwise used in any proceeding for any purpose other than to allow the Court to determine if there
was a material breach of this section.

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2 Upon approval of the Consent Judgment by the Court, retailer co-defendant Valley Farm
3 Market La Jolla, Inc. is dismissed with prejudice as to the claims in EHA's Complaint.

4 **6. SEVERABILITY**

5 Subsequent to the Court's approval and entry of this Consent Judgment, if any provision, except
6 for Section 4.1, is held by a court to be unenforceable, the validity of the remaining provisions shall
7 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 cadmium cases are permanently enjoined by a court of competent jurisdiction; or if Proposition
15 65 is determined to be preempted by federal law or a burden on First Amendment rights with respect
16 to cadmium in Covered Products or Covered Products substantially similar to Covered Products, then
17 The Old Fashioned Kitchen may seek relief from the injunctive obligations imposed by this Consent
18 Judgment to the extent any Covered Products are so affected by modifying the agreement via the
19 mechanisms set 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 only be
23 enforced by 1) the parties to this Consent Judgment, and 2) only those other parties who are required
24 by law to be permitted to enforce this Consent Judgment.

25 **9. NOTICE**

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

If to The Old Fashioned Kitchen:

Jason Moberly Caruso
Newmeyer & Dillion LLP
895 Dove Street, 2nd Floor
Newport Beach, CA 92660
Jason.Caruso@ndlf.com

If to EHA:

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

12. MODIFICATION

This Court shall retain jurisdiction to implement, modify, or enforce this Consent Judgment. This Consent Judgment may be modified by: (i) a written agreement of the Parties and entry of 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

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

14. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES

If a dispute arises with respect to either Party's compliance with the terms of this Consent Judgment entered by the Court, the Parties shall meet and confer in person, or by telephone, and/or in writing and endeavor to resolve the dispute in an amicable manner. No action or motion may be filed in the absence of such a good faith attempt to resolve the dispute beforehand and the expiration of sixty (60) days.

15. ENTIRE AGREEMENT

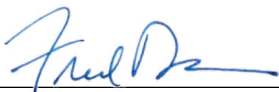
This Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter herein, and any and all prior discussions, negotiations, commitments, and understandings related hereto. No representations, oral or otherwise, express or implied, other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

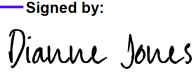
AGREED TO:

AGREED TO:

Date: 8/26/26

Date: 8/21/2026

By: 
ENVIRONMENTAL HEALTH
ADVOCATES, INC.

Signed by:

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THE OLD FASHIONED KITCHEN, INC.

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

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