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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF ALAMEDA

13
14 **THE PEOPLE OF THE STATE OF CALIFORNIA,**

15 Plaintiff,

16 v.

17
18 **21ST CENTURY HEALTHCARE, INC., et al.**

19 Defendants.

Case No.: RG08426937

ASSIGNED FOR ALL PURPOSES TO:
JUDGE ROBERT B. FREEDMAN
DEPARTMENT 20

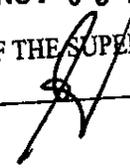
**CONSENT JUDGMENT AS TO
DEFENDANT 24 HOUR FITNESS USA,
INC. (SUED AS "APEX FITNESS
GROUP, A DIVISION OF 24 HOUR
FITNESS USA, INC.")**

Trial Date: None set
Action Filed: December 23, 2008

FILED
ALAMEDA COUNTY

NOV 05 2010

CLERK OF THE SUPERIOR COURT

By  Deputy

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1 **1. INTRODUCTION**

2 **1.1 Introduction**

3 This Consent Judgment is entered pursuant to a stipulation by and between Plaintiff
4 People of the State of California and Defendant 24 Hour Fitness USA, Inc., sued as “Apex Fitness
5 Group, a Division of 24 Hour Fitness USA, Inc.” (“24 Hour Fitness,” or “Defendant”). Plaintiff
6 and Defendant are collectively referred to as the “parties,” and individually as a “party,” in this
7 Consent Judgment.

8 **1.2 Plaintiff**

9 Plaintiff is the People of the State of California. The Safe Drinking Water and Toxic
10 Enforcement Act of 1986, California Health and Safety Code section 25249.5 et seq.
11 (“Proposition 65”), at section 25249.7, subdivision (c), provides that actions to enforce
12 Proposition 65 may be brought by the Attorney General in the name of the People of the State of
13 California or by any district attorney. California Business and Professions Code sections 17200
14 et seq. also provide that actions to prohibit unfair and unlawful business practices may be brought
15 in the name of the People of the State of California by the Attorney General or by any district
16 attorney.

17 **1.3 Defendant**

18 The settling defendant is 24 Hour Fitness USA, Inc., a California corporation, with its
19 principal place of business at San Ramon, California. 24 Hour Fitness USA, Inc. is settling on
20 behalf of the party named in the Complaint as “Apex Fitness Group, a Division of 24 Hour
21 Fitness USA, Inc.” The Complaint is hereby amended by this Consent Judgment to substitute 24
22 Hour Fitness USA, Inc. in place of “Apex Fitness Group, a Division of 24 Hour Fitness USA,
23 Inc.” For purposes of this Consent Judgment, Defendant acknowledges that it is a corporation
24 with ten or more employees, and that it therefore is a “person in the course of doing business”
25 within the meaning of Proposition 65.

26 **1.4 General Allegation**

27 The People’s Complaint alleges that, through the manufacture, distribution, and/or sale of
28 vitamin supplements to consumers in California, Defendant violated the provisions of Proposition

1 65 and Business and Professions Code section 17200 et seq. by knowingly exposing persons to
2 lead, a chemical known to cause cancer and reproductive toxicity, without providing a clear and
3 reasonable warning to such individuals.

4 **1.5 Covered Products**

5 The term "Covered Products" means products manufactured, distributed, and/or sold by
6 Defendant for human ingestion for the primary purpose of supplementing the intake of essential
7 vitamins and minerals that are available for purchase by California consumers and that are (1) are
8 identified on the label as "vitamin," "vitamin-mineral," "multivitamin," or "multivitamin-multi-
9 mineral," or (2) contain as an intended constituent or additive, and for which the presence of the
10 ingredient(s) is stated on the "Supplement Facts" portion of the label, one or more of the
11 following: calcium, copper, chlorine, chloride, iodine, iodide, iodate, iron, magnesium,
12 manganese, molybdenum, phosphorus, potassium, selenium, zinc, Vitamin A, beta carotene,
13 retinol, Vitamin D, Vitamin E, Vitamin K, Vitamin B-1, thiamin, Vitamin B-2, riboflavin,
14 Vitamin B-6, pyridoxine, Vitamin B-12, cyanocobalamin, Vitamin C, ascorbic acid, biotin,
15 choline, folic acid, folate (Vitamin B9), niacin, Vitamin B-3, and/or pantothenic acid (Vitamin B-
16 5). Covered Products do not include (1) "fortified foods," i.e., foods to which additional vitamins
17 and minerals have been added, including but not limited to cereal or pasta with vitamins and
18 minerals added, or iodized salt; (2) beverages that otherwise would fall within the definition; or
19 (3) meal replacement products, i.e., products that are intended to provide calories sufficient to
20 replace a meal. The presence of substances such as herbs, herbal extracts, or amino acids does
21 not preclude a product from falling within the definition of Covered Products if it otherwise falls
22 within the terms set forth. A list of the Covered Products manufactured, distributed, and/or sold
23 by Defendant is set forth in Exhibit A. Any product manufactured, distributed, and/or sold by
24 Defendant that is not set forth in Exhibit A is not covered by the injunctive relief provisions of
25 Section 2, except as specifically provided in Section 9 below.

26 **1.6 Released Products**

27 The term "Released Products" means the Covered Products set forth in Exhibit B.
28

1 **1.7 Complaint**

2 On December 23, 2008, the People filed a complaint in the Superior Court in and for the
3 County of Alameda against Defendant and certain other vitamin supplement manufacturers,
4 distributors, and sellers, alleging violations of Proposition 65 and Business and Professions Code
5 section 17200 based on the alleged exposures to lead contained in the vitamin supplements. On
6 March 27, 2009, the People filed a First Amended Complaint (“Complaint” or “Action”).
7 Defendant filed an answer to the Complaint on July 24, 2009.

8 **1.8 Complaint Deemed Amended**

9 The Complaint is hereby amended by this Consent Judgment so that all allegations in the
10 Complaint regarding “vitamin supplements” sold, manufactured, and/or distributed by Defendant
11 are replaced by allegations regarding the Released Products.

12 **1.9 No Admissions or Findings**

13 Defendant denies the material, factual and legal allegations contained in Plaintiff’s
14 Complaint and maintains that all Covered Products that it sold and distributed in California have
15 been and are in compliance with all laws, including Proposition 65. The parties enter into this
16 Consent Judgment pursuant to a settlement of certain disputed claims between the parties as
17 alleged in the Complaint for the purpose of avoiding prolonged and costly litigation between the
18 parties hereto. By execution of this Consent Judgment, Defendant does not admit any facts or
19 conclusions of law suggesting or demonstrating any violations of Proposition 65, the Unfair
20 Competition Act, or any other statutory, common law or equitable requirements relating to the
21 Covered Products. Nothing in this Consent Judgment shall be construed as an admission by
22 Defendant of any fact, issue of law, or violation of law. Except as expressly set forth herein,
23 nothing in this Consent Judgment shall prejudice, waive, or impair any right, remedy, or defense
24 Defendant may have in this or any other or future legal proceedings. However, this paragraph
25 shall not diminish or otherwise affect the obligations, responsibilities, and duties of Defendant
26 under this Consent Judgment. By execution of this Consent Judgment, the People do not admit
27 any facts or conclusions of law concerning any violations of Proposition 65, the Unfair
28 Competition Act, or any other statutory, common law or equitable requirements relating to the

1 Covered Products. Nothing in this Consent Judgment shall be construed as an admission by the
2 People of any fact or issue of law, nor shall entering into the Consent Judgment constitute or be
3 construed as an admission by the People of any fact or issue of law. Except as expressly set forth
4 herein, nothing in this Consent Judgment shall prejudice, waive, or impair any right, remedy, or
5 argument the People may have in this or any other or future legal proceedings.

6 **1.10 Consent to Jurisdiction**

7 For purposes of this Consent Judgment only, the parties stipulate that this Court has
8 jurisdiction over Defendant as to the allegations contained in the Complaint, that venue is proper
9 in the County of Alameda, and that this Court has jurisdiction to enter and enforce the provisions
10 of this Consent Judgment. This Consent Judgment shall have no application or effect on
11 Defendant for Covered Products or other products manufactured, distributed or sold by or on
12 behalf of Defendant to consumers outside of the state of California.

13 **1.11 Effective Date**

14 For purposes of this Consent Judgment, the term "Effective Date" shall mean the date this
15 Consent Judgment is entered by the Court.

16 **2. INJUNCTIVE RELIEF/ PERMANENT INJUNCTION**

17 **2.1.** On and after the Effective Date of this Consent Judgment, Defendant shall not
18 manufacture for sale in California, distribute into California, or directly sell in California any
19 Covered Product for which the maximum dose recommended on the label contains more than 0.5
20 micrograms of lead, unless (a) such Covered Product complies with the warning requirement set
21 forth in Section 2.2 below, or (b) such Covered Product was in the stream of commerce prior to
22 the date that is ninety (90) days after the Effective Date. "In the stream of commerce" means the
23 Covered Product was either manufactured and put into final packaging for consumer sale,
24 distributed, or sold by Defendant. "Distribute into California" means to directly ship a Covered
25 Product into California for sale in California or to sell a Covered Product to a distributor that
26 Defendant knows will sell the Covered Product in California. Defendant shall not reduce the
27 recommended dose (by size, number of tablets, volume, weight, or frequency) of a Covered
28 Product solely to bring a Covered Product into compliance with this Consent Judgment. Nothing

1 in this Consent Judgment shall impair or limit the ability of Defendant to reformulate any
2 Covered Product for other reasons.

3 2.2. For Covered Products that contain more than 0.5 micrograms of lead per suggested
4 daily dose, except those in the stream of commerce as defined above, Defendant shall provide the
5 following warning as specified below (the text in brackets in the warning below is optional):

6 **WARNING:** This product contains [lead,] a chemical known [to the State of California]
7 to cause [cancer and] birth defects or other reproductive harm.

8 The above warning may be provided by any of the following methods:

- 9 (1) affixing the warning to or printing the warning on the Covered Product container, cap,
10 label, or unit package at the point of manufacture, prior to shipment to California, or prior
11 to distribution within California,
12 (2) including the warning on a “hang tag” attached to the Covered Product, or
13 (3) displaying the warning at the point of sale (including Internet or catalog sales) of the
14 Covered Products.

15 2.3 The warning required by paragraph 2.2 above shall be prominently affixed to,
16 printed on, or displayed proximately to the point of sale of each Covered Product with such
17 conspicuousness, as compared with other words, statements, designs, or devices on the labeling as
18 to render it likely to be read and understood by an ordinary individual under customary conditions
19 of purchase or use. If the warning is displayed on the product container or labeling, the warning
20 shall be at least the same size as the largest of any other health or safety warnings on the product
21 container or labeling, and the word “warning” shall be in all capital letters and in bold print. If
22 printed on the labeling itself, the warning shall be contained in the same section of the labeling
23 that states other safety warnings concerning the use of the product. The requirement for product
24 labeling set forth herein is imposed pursuant to the terms of this Consent Judgment and is
25 recognized by the parties as not being the exclusive method of providing a warning for the
26 Covered Products under Proposition 65 and its implementing regulations.
27
28

1 2.4. Testing.

2 (a) Once a year, on or before the anniversary of the entry of the Consent Judgment (or, in
3 the case of a New Product deemed to be a Covered Products pursuant to Section 9, prior to the
4 time it is distributed into or directly sold in California), Defendant shall test, or require its
5 supplier to test, randomly-selected samples of each Covered Product (in the form intended for
6 sale to the end-user) for lead content. The method of selecting samples for testing must comply
7 with the regulations of the Food and Drug Administration as set forth in Title 21, Part 111,
8 Subpart E of the Code of Federal Regulations, including section 111.80(c).

9 (b) Testing for lead shall be performed using Inductively Coupled Plasma-Mass
10 Spectrometry (ICP-MS) and closed-vessel, microwave-assisted digestion employing high-purity
11 reagents¹ or any other testing method agreed upon in writing by the parties.

12 (c) Defendant shall provide any test results and documentation within ten working days
13 of any written request from the People, and shall retain all test results and documentation for a
14 period of four years from the date of the test. All test results for lead content, once provided to
15 the Attorney General, shall be public documents, but Defendant may redact any test reports to
16 remove results of tests for chemicals other than (1) lead and (2) substances listed on the
17 Supplement Facts portion of the product's label.

18 (d) Nothing in this Consent Judgment shall limit Defendant's ability to conduct, or
19 require that others conduct, additional testing of the Covered Products, including the raw
20 materials used in their manufacture.

21 (e) This Consent Judgment, including the testing and sampling methodology set forth in
22 this Section, is the product of negotiation and compromise, and is accepted by the parties for
23 purposes of settling, compromising, and resolving issues disputed in this action, including future
24 compliance by Defendant with Section 2 of this Consent Judgment, and shall not be used for any
25 other purpose, or in any other matter and, except for the purpose of determining future
26 compliance with this Consent Judgment, shall not constitute an adoption or employment of a

27 ¹ See Mindak, W.R., Cheng, J., Canas, B.J., & Bolger, P.M. Lead in Women's and
28 Children's Vitamins, J. Agric. Food Chem. 2008, 56, 6892-96.

1 method of analysis for a listed chemical in a specific medium as set forth in California Code of
2 Regulations, title 27, section 25900, subdivision (g).

3 **3. SETTLEMENT PAYMENTS**

4 **3.1 Settlement Amount and Allocation**

5 The total settlement amount to be paid by Defendant shall be \$65,000.00, allocated more
6 specifically as follows:

7 (1) Defendant is hereby ordered to pay, at the time of the filing of this judgment, pursuant
8 to California Health & Safety Code section 25249.12, a civil penalty of Twenty-Two Thousand
9 Two Hundred Thirty Dollars (\$22,230.00);

10 (2) Defendant is hereby ordered to pay, at the time of the filing of this judgment, pursuant
11 to Business & Professions Code §17206, a civil penalty of Eleven Thousand One Hundred Fifteen
12 Dollars (\$11,115.00) to the Marin County District Attorney's Office, which office shall distribute
13 this amount pursuant to a written agreement of the District Attorney offices in this action;

14 (3) Defendant is hereby ordered to pay, at the time of the filing of this judgment, Thirty-
15 One Thousand Six Hundred Fifty-Five Dollars (\$31,655.00) to reimburse the People for the costs
16 and expenses incurred in investigating, bringing, and resolving this action, allocated more
17 specifically as follows:

18 (a) Defendant is hereby ordered to pay, at the time of the filing of this judgment,
19 Twenty-Five Thousand Four Hundred Fifty-Nine Dollars (\$25,459.00) to the Marin County
20 District Attorney's Office, to reimburse the Craig Thompson Environmental Protection
21 Prosecution Fund for funds granted to the People;

22 (b) Defendant is hereby ordered to pay, at the time of the filing of this judgment,
23 pursuant to Business and Professions Code §17203, investigative costs in the amount of Three
24 Thousand Ninety-Eight Dollars (\$3,098.00), to the Marin County District Attorney's Office,
25 which office shall distribute this amount pursuant to a written agreement of the District Attorney
26 offices in this action; the portion provided to the Napa County District Attorney's Office shall be
27 deposited into the Napa District Attorney's Environmental Protection Trust Fund;

1 (c) Defendant is hereby ordered to pay, at the time of the filing of this judgment,
2 Three Thousand Ninety-Eight Dollars (\$3,098.00), to the California Department of Justice as
3 reimbursement for the costs and expenses incurred in investigating, bringing, and resolving this
4 action, which will be applied by the Attorney General to the enforcement of Proposition 65
5 ("Enforcement Fund Payment").

6 **3.2 Enforcement Fund Payment**

7 Money designated above in paragraph 3.1(3)(c) as "Enforcement Fund Payment" shall be
8 placed in an interest-bearing Special Deposit Fund established by the Attorney General. These
9 funds, including any interest, shall be used by the Attorney General, until all funds are exhausted,
10 for the costs and expenses associated with the enforcement and implementation of Proposition 65,
11 including investigations, enforcement actions, other litigation or activities as determined by the
12 Attorney General to be reasonably necessary to carry out his duties and authority under
13 Proposition 65. Such funding may be used for the costs of the Attorney General's investigation,
14 filing fees and other court costs, payment to expert witnesses and technical consultants, purchase
15 of equipment, travel, purchase of written materials, laboratory testing, sample collection, or any
16 other cost associated with the Attorney General's duties or authority under Proposition 65.
17 Funding placed in the Special Deposit Fund pursuant to this paragraph, and any interest derived
18 therefrom, shall solely and exclusively augment the budget of the Attorney General's Office and
19 in no manner shall supplant or cause any reduction of any portion of the Attorney General's
20 budget.

21 **3.3 Payment Instructions**

22 Defendant shall pay the entire settlement amount within thirty (30) days following the
23 Effective Date. The payments required by this Consent Judgment shall be made through the
24 delivery of a two separate checks as follows:

25 (a) A single check in the amount of Twenty-Five Thousand Three Hundred Twenty-Eight
26 (\$25,328.00), comprising the amounts described above in paragraphs 3.1(1) and 3.1(3)(c), shall
27 be made payable to "California Department of Justice" and sent by certified or express mail to the
28 attention of:

1 Laura J. Zuckerman
2 Deputy Attorney General
3 California Department of Justice
4 1515 Clay Street, 20th Floor
Oakland, CA 94612-0550

5 A copy of the check shall be sent to:

6 Robert Thomas
7 Legal Analyst
8 California Department of Justice
1515 Clay St., 20th Floor
P.O. Box 70550
Oakland, California 94612-0550

9 (b) A single check in the amount of Thirty-Nine Thousand Six Hundred Seventy-Two
10 Dollars (\$39,672.00), comprising the amounts described above in paragraphs 3.1(2), 3.1(3)(a),
11 and 3.1(3)(b), shall be made payable to "Marin District Attorney Consumer Trust Account" and
12 sent by certified or express mail to the attention of:

13 Robert Nichols
14 Deputy District Attorney
15 Marin County District Attorney's Office
3501 Civic Center Dr.
San Rafael CA 94903

16 **4. ENFORCEMENT OF CONSENT JUDGMENT**

17 In the event that the People believe that Defendant is in violation of any provision of this
18 Consent Judgment, the People shall provide written notice of such alleged violation to Defendant.
19 The Parties must meet and confer regarding the alleged violation within twenty (20) business
20 days of Defendant's receipt of the notice. After sending such a notice of alleged violation, and
21 notwithstanding the meet-and-confer obligation in the preceding sentence, the People may, by
22 motion or order to show cause before the Superior Court of Alameda County, enforce the terms
23 and conditions contained in this Consent Judgment. In any action brought by the People to
24 enforce this Consent Judgment, the People may seek whatever fines, costs, penalties, or remedies
25 as provided by law for failure to comply with the Consent Judgment. Where said failure to
26 comply constitutes future violations of Proposition 65, Business and Professions Code section
27 17200, or other laws, the People are not limited to enforcement of this Consent Judgment, but
28 may seek in another action whatever fines, costs, penalties, or remedies are provided by law for

1 failure to comply with Proposition 65, Business and Professions Code section 17200 et seq., or
2 other laws. The rights of Defendant to defend itself and its actions in law or equity shall not be
3 abrogated or reduced in any fashion by the terms of this paragraph.

4 **5. COVERED CLAIMS**

5 This Consent Judgment is a full, final, and binding resolution between the People and
6 Defendant, its parents, shareholders, divisions, subdivision, subsidiaries, sister companies,
7 affiliates, cooperative members, licensors, licensees, retailers, distributors, wholesalers, agents
8 and representatives, and the officers, directors, employees, attorneys, agents, representatives,
9 predecessors, successors, and assigns of any of them, of any violation of Proposition 65 or its
10 implementing regulations, Business and Professions Code sections 17200 et seq., or any other
11 statutory or common law claims that have been or could have been asserted in the Action for
12 failure to provide clear and reasonable warnings required by Proposition 65 of exposure to lead
13 from use of the Released Products, or any other claim based on the facts or conduct alleged in the
14 Complaint as to such Released Products. Defendant waives any claims against the People based
15 on the filing or prosecution of the Action. Compliance with all of the requirements of paragraphs
16 2.1, 2.2, and 2.3 constitutes compliance with Proposition 65 and Business and Professions Code
17 sections 17200 et seq. with respect to any obligation of Defendant to provide a warning as to the
18 lead content of any Covered Product.

19 **6. COURT APPROVAL**

20 The People shall submit this Consent Judgment to the Court for its approval and entry in
21 the Action.

22 **7. RETENTION OF JURISDICTION**

23 This Court shall retain jurisdiction of this matter to implement the Consent Judgment, and
24 to enable plaintiff to apply to the Court upon noticed motion for additional civil penalties, within
25 three years after entry of judgment, in the event there are any material misrepresentations in
26 Defendant's Responses to Plaintiff's First Set of Interrogatories, dated June 23, 2010, submitted
27 to the People and on which the People relied in executing this Consent Judgment.

1 **8. MODIFICATION**

2 **8.1** This Consent Judgment may be modified from time to time by express written
3 agreement of the parties, with the approval of the Court, or by an order of this Court. Before
4 filing an application with the Court for a modification to this Consent Judgment, the Parties shall
5 meet and confer with each other to determine whether each will consent to the proposed
6 modification. If a proposed modification is agreed upon, then the Parties will present the
7 modification to the Court by means of a stipulated modification to the Consent Judgment.
8 Grounds for considering modification shall include any that are permitted by law, including but
9 not limited to the grounds set forth below.

10 **8.2** If the Attorney General subsequently agrees in a settlement or judicially-entered
11 injunction or consent judgment that vitamin supplements do not require a warning under
12 Proposition 65, or that a modified warning for vitamin supplements is appropriate that differs
13 from that imposed in this Consent Judgment, or establishes allowances for naturally-occurring
14 lead; or a court of competent jurisdiction renders a final judgment in a case brought by the
15 Attorney General that eliminates the warning requirement for vitamin supplements or that
16 modifies the warning requirement for vitamin supplements, either by establishing allowances for
17 naturally-occurring lead or otherwise, then Defendant shall be entitled to seek to modify the terms
18 of this Consent Judgment to make it consistent with the Attorney General agreement or Court
19 judgment described herein.

20 **9. NEW PRODUCTS**

21 A "New Product" is a product that is intended to substantially replace or be substantially
22 duplicative of a Covered Product identified on Exhibit A hereto. Each New Product is deemed
23 also to be a Covered Product. Defendant shall not manufacture for sale in California, distribute
24 into California, or directly sell in California any New Product unless the New Product adheres to
25 the requirements of this Consent Judgment with respect to Covered Products. On or prior to
26 April 1st of each year Defendant shall send written notice to the Office of the Attorney General
27 listing any New Products it manufactured for sale in California, distributed into California, or
28 directly sold in California during the previous calendar year for which such notice has not

1 previously been provided. (The notice requirement in the preceding sentence terminates ten years
2 from the effective date of this Consent Judgment.) Defendant may seek the People's agreement to
3 add a New Product to the list of Released Products in Exhibit B. If the People do not object
4 within 45 days of receiving the request, such New Product shall be deemed a Released Product.
5 If the People do not agree, the parties will meet and confer for a period of 45 days to determine if
6 an agreement can be reached. If no agreement is reached after the 45-day meet-and-confer
7 period, Defendant may file a motion pursuant to Section 8 seeking to modify the Consent
8 Judgment to add the New Product to the list of Released Products in Exhibit B on the ground that
9 the New Product substantially replaces or is substantially duplicative of a Covered Product
10 identified on Exhibit A.

11 **10. SEVERABILITY**

12 If, subsequent to the execution of this Consent Judgment, any of the provisions of this
13 Consent Judgment are held by a Court to be unenforceable, the validity of the enforceable
14 provisions remaining shall not be adversely affected.

15 **11. ENTIRE AGREEMENT**

16 This Consent Judgment contains the sole and entire agreement and understanding of the
17 parties with respect to the entire subject matter hereof, and any and all prior discussions,
18 negotiations, commitments, and understandings related hereto. No representations, oral or
19 otherwise, express or implied, other than those contained herein have been made by any party
20 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be
21 deemed to exist or to bind any of the parties.

22 **12. GOVERNING LAW**

23 The terms of this Consent Judgment shall be governed by the laws of the State of
24 California and apply within the State of California.

25 **13. NOTICES**

26 Unless specified herein, all correspondence and notices required to be provided pursuant
27 to this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-class,
28

1 registered or certified mail, return receipt requested; or (ii) overnight courier on any party at the
2 following addresses:

3 To 24 Hour Fitness:

4 Brent G. Cheney, Esq.
5 Parker, Milliken, Clark, O'Hara & Samuelian
6 555 S. Flower St., 30th Floor
7 Los Angeles, CA 90071-2440

8 Barry De Vilbiss
9 Vice President, Retail Products & Services
10 24 Hour Fitness USA, Inc.
11 12647 Alcosta Blvd., Suite 500
12 San Ramon, CA 94583

13 24 Hour Fitness USA, Inc.
14 Attn: Legal Department
15 12647 Alcosta Blvd., Suite 500
16 San Ramon, CA 94583

17 To the Office of the Attorney General:

18 Laura J. Zuckerman, Esq.
19 Timothy E. Sullivan, Esq.
20 California Department of Justice
21 P.O. Box 70550
22 1515 Clay Street, Suite 2000
23 Oakland, CA 94612

24 Any party, from time to time, may specify in writing to the other a change of address to which all
25 notices and other communications shall be sent.

26 **IT IS SO ORDERED, ADJUDGED, AND DECREED:**

27 Dated: Nov 5, 2014

28 
JUDGE OF THE SUPERIOR COURT

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EXHIBIT A: Covered Products

- Apex FIT Multivitamin – 50 Plus
- Apex FIT Multivitamin – Performance
- Apex FIT Multivitamin - Women's
- Apex FIT Advanced Calcium
- Apex FIT Super'Anti-Oxidant
- Apex Omega-3 Fish Oil

EXHIBIT B: Released Products

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FIT Multivitamin - Women's