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5 Attorneys for Plaintiff

ENVIRONMENTAL RESEARCH CENTER

6 **SEDGWICK LLP**

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10 Attorneys for Defendants

11 ALLERGY RESEARCH GROUP, INC.

and NUTRICOLOGY, INC.

12
13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 COUNTY OF SAN FRANCISCO

15 ENVIRONMENTAL RESEARCH CENTER,
a California non-profit corporation,

16 Plaintiff,

17 v.

18 ALLERGY RESEARCH GROUP, INC.,
19 NUTRICOLOGY, INC. and DOES 1-100,

20 Defendants.

CASE NO. CGC-11-512615

**AMENDED [PROPOSED] CONSENT
JUDGMENT; [PROPOSED] ORDER**

Health & Safety Code § 25249.5 *et seq.*

ACTION FILED: July 19, 2011

TRIAL DATE: Not Set

21
22 **1. INTRODUCTION**

23 1.1 On July 19, 2011, Plaintiff Environmental Research Center (“ERC”), a non-profit
24 corporation, as a private enforcer, and in the public interest, initiated this action by filing a
25 Complaint for Injunctive and Declaratory relief and Civil Penalties pursuant to the provisions of
26 Cal. Health & Safety Code Section 25249.5 *et seq.* (“Proposition 65”), against Allergy Research
27 Group, Inc. and Nutricology, Inc. and DOES 1-100 (“Defendants”). ERC and Defendants shall
28 sometimes be referred to individually as a “Party” or collectively as the “Parties.”

1 **1.2** The Complaint is based on allegations contained in ERC's Notices of Violation
2 dated January 14, 2011, March 11, 2011 and May 9, 2012 ("the Notices") that were served on
3 the California Attorney General, other public enforcers and Defendants. True and correct copies
4 of these Notices are attached hereto as Exhibit A. More than 60-days have passed since the
5 Notices were mailed and no designated entity has filed a complaint against Defendants with
6 regard to the Covered Products or the alleged violations.

7 **1.3** In this action, ERC alleges that the products manufactured, distributed or sold by
8 Defendants contain lead, a chemical listed under Proposition 65 as a carcinogen and reproductive
9 toxin, and that such products expose consumers at a level requiring a Proposition 65 warning.
10 The following products were noticed in these Notices: Nutricology Inc. ProGreens with
11 Advanced Probiotic Formula 15 StickPacks 132 g; Nutricology Inc. ProGreens with Advanced
12 Probiotic Formula 30 Day Supply 265 g; Allergy Research Group Calm/Recharge 250 Grams;
13 Allergy Research Group PhytoCort 120 Vegetarian Capsules; Allergy Research Group AllerAid
14 Herbal 90 Tablets; Allergy Research Group Steady On 300 Grams; Allergy Research Group Liver
15 Saver 120 Tablets; Allergy Research Group GastroCleanse with Psyllium Husks 100 Vegetarian
16 Capsules; Nutricology Inc. Licorice Solid Extract (114 g); Nutricology Inc. FibroBoost 75
17 Vegetarian Capsules; Nutricology Inc. Sugar Balance Formula 90 Vegetarian Capsules; Nutricology
18 Inc. Chitosan 90 Vegetarian Capsules; Nutricology Inc. Slumberol 100 Vegetarian Capsules;
19 Nutricology Inc. SlimGreens Powder 180 grams; Allergy Research Group Earth Dragon 150
20 Capsules; and Allergy Research Group Cell Saver 150 Capsules ("Covered Products").

21 **1.4** ERC is a California non-profit corporation dedicated to, among other causes,
22 helping safeguard the public from health hazards by bringing about a reduction in the use and
23 misuse of hazardous and toxic chemicals, facilitating a safe environment for consumers and
24 employees and encouraging corporate responsibility.

25 **1.5** Defendants are business entities that at all times relevant for purposes of this
26 Consent Judgment employ ten or more persons.

27 **1.6** ERC's Notices and the Complaint allege that use of the Covered Products exposes
28 persons in California to lead without first providing clear and reasonable warnings in violation of

1 Cal. Health & Safety Code Section 25249.6. Defendants deny violation of Proposition 65 and
2 expressly assert that all detectible levels of lead in the Covered Products are the result of
3 naturally occurring lead levels, as provided for in California Code of Regulations, Title 27,
4 Section 25501 (a). Nothing in the Consent Judgment shall be construed as an admission by
5 Defendants of any fact, issue of law or violation of law, nor shall compliance with the Consent
6 Judgment constitute or be construed as an admission by Defendants of any fact, issue of law or
7 violation of law, at any time, for any purpose. Nothing in the Consent Judgment shall prejudice,
8 waive or impair any right, remedy or defense that Defendants may have in any other or further
9 legal proceedings.

10 **1.7** The Parties have entered into this Consent Judgment in order to settle,
11 compromise and resolve disputed claims and thus avoid prolonged and costly litigation. Nothing
12 in this Consent Judgment shall constitute or be construed as an admission by any of the Parties,
13 or by any of their respective officers, directors, shareholders, employees, agents, parent
14 companies, subsidiaries, divisions, affiliates, franchises, licensees, customers, suppliers,
15 distributors, wholesalers, , or retailers, or any fact, conclusion of law, issue of law, violation of
16 law, fault, wrongdoing, or liability, including without limitation, any admission concerning any
17 alleged violation of Proposition 65; provided, however, nothing in this Section shall affect the
18 enforceability of this Consent Judgment.

19 **1.8** Except as expressly set forth herein, nothing in this Consent Judgment shall
20 prejudice, waive or impair any right, remedy, argument, or defense the Parties may have in any
21 other or future legal proceeding unrelated to these proceedings.

22 **1.9** The Effective Date of this Consent Judgment shall be the date on which it is
23 entered as a Judgment by this Court.

24 **1.10** Immediately after receiving ERC's first Notice of Violation, Defendants stopped
25 all Covered Product shipments into California. On or about January 28, 2011, Defendants
26 notified its distributors and retailers concerning Proposition 65, and advised them that any
27 Covered Product inventory in stock should not be shipped to California consumers unless
28 Proposition 65 warnings were placed on the label. Proposition 65 warning stickers were

1 provided with the notification letters for the distributors' convenience. Beginning February
2 2011, Defendants created two labeled versions of Covered Products. Beginning February 2011,
3 Covered Products shipped for sale in California contain Proposition 65 warnings on the labels
4 (California Products), as set forth in paragraph 3.2 below. Covered Products for sale and
5 distribution in the other 49 states and internationally are labeled "Not for Sale in California." On
6 or about July 11, 2011, Defendants arranged for its distributors and retailers to attend a
7 comprehensive Proposition 65 compliance training session for foods and dietary supplements
8 conducted by legal counsel.

9 **2. JURISDICTION AND VENUE**

10 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
11 jurisdiction over the allegations of violations contained in the Complaint and personal
12 jurisdiction over Defendants as to the acts alleged in the Complaint, that venue is proper in San
13 Francisco County, and that this Court has jurisdiction to enter this Consent Judgment as a full
14 and final resolution of all claim which were or could have been asserted in his action based on the
15 facts alleged in the Notices of Violation and the Complaint.

16 **3. INJUNCTIVE RELIEF, REFORMULATION, TESTING AND WARNINGS**

17 **3.1** On or after the Effective Date, Defendants shall be enjoined from manufacturing
18 for sale in California, "distributing into California" (as that phrase is defined below in Section
19 3.4) or directly selling to a consumer in California any Covered Product without a Proposition 65
20 warning as set forth in Paragraph 3.5, unless Defendants can demonstrate that the Covered
21 Product does not expose any person to a daily dose of more than 0.5 micrograms of lead when
22 the maximum daily dose is taken as directed on the product label, as verified by the exposure
23 formula set forth in Section 3.6 and using the testing methodology set forth in Section 3.6.

24 **3.2** Prior to selling any Covered Product in California (e.g. "California Covered
25 Products") without a Proposition 65 warning in the future, Defendants shall undertake testing of
26 the Covered Products, as defined by the quality control methodology set forth in Paragraph 3.6.
27 The testing shall continue for so long as any of the California Covered Products are sold directly
28 to California consumers or sold to a third party for retail sale in California (hereinafter

1 “distributing into California”).

2 **3.3 Best Efforts to Reduce Lead Levels in Covered Products**

3 While continuing to provide Proposition 65 warnings for the California Covered
4 Products, Defendants shall engage in best efforts to reduce lead levels in the Covered Products,
5 including requiring all suppliers and vendors to comply with Proposition 65, federal Food Drug
6 and Cosmetic Act requirements and best manufacturing practices. Nothing in this Consent
7 Judgment shall be construed to require reformulation of Covered Products in a manner that
8 would reduce their medicinal value or efficacy.

9 **3.4** As used in this Consent Judgment, the term “distributing into California” shall
10 mean to directly ship a Covered Product into California for sale in California or to sell a Covered
11 Product to a distributor that Defendants knows will sell the Covered Product in California.
12 “Distributed into the stream of commerce” shall mean Defendants sold the Covered Product to a
13 customer and no longer determines further distribution, sale or use. Where Defendants have 1)
14 informed a distributor who may distribute or sell into California that it must only ship California
15 Products to California consumers, and 2) has shipped Non-California Products to said distributor,
16 Defendants shall be deemed to have distributed in the stream of commerce, and have violated
17 this Consent Judgment.

18 **3.5 Clear and Reasonable Warnings**

19 Defendants shall provide the following Proposition 65 warning as specified below:

20 **[California Proposition 65] WARNING: This product contains lead, a**
21 **chemical known to the State of California to cause [cancer and] birth defects**
22 **or other reproductive harm.**

23 The term “cancer” shall be used in the warning only if the maximum daily dose
24 recommended on the label contains more than 15 micrograms of lead as determined by the
25 quality control methodology set forth in Section 3.6. The words “California Proposition 65”
26 shall be at Defendants’ option.

27 **3.5.1** The warning shall be securely affixed to or printed upon the container or
28 the label of the Covered Product. The warning shall be displayed with such conspicuousness, as
compared with other words, statements, or design of the label or container, as applicable, to

1 render the warning likely to be read and understood by an ordinary individual under customary
2 conditions of purchase or use of the product. The warning appearing on the label or container
3 shall be at least the same size as the largest of any other health or safety warnings
4 correspondingly appearing on the label or container, as applicable, of such product, and the
5 words "warning" shall be in all capital letters and in bold print and, if used, the words
6 "California Proposition 65" shall be in bold print. The labels currently being used shall be
7 deemed to comply with this provision.

8 **3.6 Testing and Quality Control Methodology**

9 **3.6.1** For purposes of this Consent Judgment, daily lead exposure levels shall be
10 measured in micrograms, and shall be calculated using the following formula: micrograms of
11 lead per gram of product, multiplied by grams of product per serving of the product (using the
12 largest serving size appearing on the product label), multiplied by servings of the product per day
13 (using the largest number of servings in a recommended dosage appearing on the product label),
14 which equals micrograms of lead exposure per day.

15 **3.6.2** Prior to selling any Covered Product in California without a Proposition
16 65 warning, Defendants shall test the Covered Products for lead content to ensure lead levels are
17 below 0.5 micrograms per day. Testing for lead shall be performed using closed-vessel,
18 microwave-assisted digestion employing high-purity reagents followed by Inductively Coupled
19 Plasma-Mass Spectrometry (ICP-MS) achieving a limit of quantification of less than or equal to
20 0.010 mg/kg or any other testing method subsequently agreed upon in writing by the Parties.
21 All testing pursuant to this Consent Judgment shall be performed by a laboratory certified by the
22 California Environmental Laboratory Accreditation Program for the analysis of heavy metals or
23 a laboratory that is approved by, accredited by, or registered with the United States Food & Drug
24 Administration for the analysis of heavy metals. Defendants may test the Covered Products if
25 they are a qualified laboratory as described above. The laboratory shall follow this testing
26 methodology and the Agreed Formula. The method of selecting samples for testing must comply
27 with the regulations of the Food and Drug Administration as set forth in Title 21, Part 111,
28 Subpart E of the Code of Federal Regulations, including section 111.80 (c). Nothing in this

1 Consent Judgment shall limit Defendants ability to conduct, or require that others conduct,
2 additional testing of the Covered Products, including the raw materials used in their manufacture.

3 **3.6.3** Prior to selling any Covered Product in California without a Proposition
4 65 warning, Defendants shall arrange for the lead testing of five (5) randomly selected samples
5 of each Covered Product (in the form intended for sale to the end-user) to be distributed or sold
6 to California. Before Defendants' first distribution or sale of a Covered Product, and continuing
7 for at least four (4) years thereafter, at least once every year, Defendants shall test the Covered
8 Products. The testing shall continue so long as the Covered Products are sold in California or
9 sold to a third party for retail sale in California. The testing requirements do not apply to a
10 Covered Product for which Defendants have provided the warning specified in Section 3.5.

11 **3.6.4** Defendants shall provide ERC with a minimum of thirty (30) days notice
12 prior to selling any Covered Product without a Proposition 65 warning. Prior to selling any
13 Covered Product in California without a Proposition 65 warning, upon written request by ERC,
14 Defendants shall provide to ERC any test results and documentation of testing undertaken by
15 Defendants within ten working days of receipt by Defendants of ERC's request. Defendants
16 shall retain all test results and documentation for a period of four years from the date of each test.
17 However, if after the four-year period, Defendants change ingredient suppliers for any of the
18 Covered Products and/or reformulates any of the Covered Products, Defendants shall test that
19 Covered Product at least once after such change or reformulation is made. ERC may not request
20 copies of product tests, and Defendants shall have no obligation to provide such tests, unless
21 Covered Products are sold in California without a Proposition 65 warning.

22 **3.6.5** No Proposition 65 warning is required if the test results from all five (5)
23 samples indicate the Covered Product contains no more than 0.5 micrograms of lead per day. If
24 any of the test results contain more than 0.5 micrograms of lead per day, Defendants shall either
25 continue to provide Proposition 65 warnings for such Covered Product pursuant to Section 3.5 or
26 reformulate the Covered Product to levels below 0.5 micrograms per day.

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1 **3.6.6** If testing conducted pursuant to this Consent Judgment demonstrates that
2 no Proposition 65 warning is required for a Covered Product during each of four consecutive
3 years, then the testing requirements are no longer required as to that Covered Product.
4

5 **3.6.7** Defendant shall have no obligation to comply with Paragraphs 3.6.1 –
6 3.6.6 unless Defendants elect to sell Covered Products in California without a Proposition 65
7 warning.

8 **4. SETTLEMENT PAYMENT**

9 **4.1** In full satisfaction of all potential civil penalties, payment in lieu of civil
10 penalties, attorney's fees and costs, Defendants shall make a total payment of \$152,500 within
11 ten (10) business days of receiving the Notice of Entry of Judgment. Said payment shall be for
12 the following:

13 **4.2** \$21,000 shall be payable as civil penalties pursuant to Health & Safety Code
14 Section 25249.7 (b) (1). Of this amount, \$15,750 shall be payable to the Office of
15 Environmental Health Hazard Assessment ("OEHHA") and \$ 5,250 shall be payable to
16 Environmental Research Center. Cal. Health & Safety Code Section 25249.12 (c) (1) & (d).
17 Defendants shall send both civil penalty payments to ERC's counsel who shall be responsible to
18 forward the civil penalty payment to OEHHA along with a copy of the transmittal to counsel for
19 Defendants.

20 **4.3** \$24,835 payable to Environmental Research Center as reimbursement to ERC for
21 (A) reasonable costs associated with the enforcement of Proposition 65 and other costs incurred
22 as a result of bringing this action and (B) \$55,124 payable to Environmental Research Center in
23 lieu of further civil penalties, for activities such; (1) analysis, researching, and testing consumer
24 products that may contain Proposition 65 chemicals; (2) the continued monitoring of past
25 consent judgments and settlements to ensure companies are in compliance with Proposition 65;

26 **4.4** \$44,091 payable to Michael Freund as reimbursement of ERC's attorney's fees

27 **4.5** \$7,450 payable to Alameda County Lead Poisoning Prevention Program.

28 Defendants shall provide ERC a copy of its receipt for in lieu payment to this Program.

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1 4.6 Defendants' payments pursuant to paragraphs 4.2 - 4.4 shall be mailed to the Law
2 Office of Michael Freund. Defendants shall be provided with taxpayer identification information
3 to enable Defendants to process the payments.

4 **5. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT JUDGMENT**

5 5.1 This Court shall retain jurisdiction of this matter to enforce, modify or terminate
6 this Consent Judgment for a period of five years from the date of entry of judgment. However,
7 Defendants' obligation to comply with Proposition 65 shall continue as long as Proposition 65 is
8 in force as to Covered Products.

9 5.2 Only after it complies with Section 14 below, any Party may, by motion or
10 application for an order to show cause filed with this Court, enforce the terms and conditions
11 contained in this Consent Judgment.

12 **6. APPLICATION OF CONSENT JUDGMENT**

13 This Consent Judgment may apply to, be binding upon and benefit the Parties, and their
14 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,
15 divisions, affiliates, franchisees, licensees, customers, distributors, wholesalers, retailers (not
16 including private labels), and all predecessors, successors and assigns of any of them and ERC
17 on its own behalf and in the public interest as set forth in Section 8. This Consent Judgment
18 shall have no application to Covered Products which are manufactured, distributed or sold
19 outside the State of California and which are not used by California consumers. This Consent
20 Judgment shall terminate without further action by any Party when Defendants no longer
21 manufacture, distributes or sells all of the Covered Products and all of such Covered Products
22 previously "distributed into the stream of commerce" have reached their expiration dates and are
23 no longer sold.

24 **7. BINDING EFFECT, CLAIMS COVERED AND RELEASED**

25 7.1 This Consent Judgment is a full, final, and binding resolution between ERC, on
26 behalf of itself, and in the public interest, and Defendants, of any alleged violation of Proposition
27 65 or its implementing regulations for failure to provide Proposition 65 warnings of exposure to
28 lead from the handling, use or consumption of the Covered Products and fully and finally

1 resolves all claims that have been or could have been asserted in this action up to and including
2 the date of entry of Judgment for failure to provide Proposition 65 warnings for the Covered
3 Products.

4 ERC, on behalf of itself, and in the public interest, hereby discharges Defendants and
5 each of their respective officers, directors, shareholders, employees, agents, parent companies,
6 subsidiaries, divisions, affiliates, suppliers, franchisees, licensees, customers other than private
7 label customers of Defendants, distributors, wholesalers, retailers, and all other upstream and
8 downstream entities in the distribution chain down of any Covered Product, and the
9 predecessors, successors and assigns of any of them (collectively, "Released Parties"), from any
10 and all claims asserted, or that could have been asserted, in this action arising from or related to
11 the alleged failure to provide Proposition 65 warnings for the Covered Products regarding lead.

12 **7.2** ERC, on behalf of itself only, hereby releases and discharges the Released Parties
13 from any and all known and unknown Claims for alleged violations of Proposition 65, or for any
14 other statutory or common law, arising from or relating to alleged exposures to lead and lead
15 compounds in the Covered Products as set forth in the Notices. It is possible that other Claims
16 not known to the Parties arising out of the facts alleged in the Notices of Violation or the
17 Complaint and relating to the Covered Products will develop or be discovered. ERC, on behalf
18 of itself only, acknowledges that this Consent Judgment is expressly intended to cover and
19 include all such Claims, including all rights of action therefor. ERC has full knowledge of the
20 contents of Cal. Civil Code Section 1542. ERC, on behalf of itself only, acknowledges that the
21 Claims released in Section 8.1 and 8.2 above may include unknown Claims, and nevertheless
22 waives Cal. Civil Code Section 1542 as to any such unknown claims. Cal. Civil Code Section
23 1542 reads as follows:

24 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
25 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
26 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF
27 KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS
28 OR HER SETTLEMENT WITH THE DEBTOR.

ERC, on behalf of itself only, acknowledges and understands the significance and
consequences of this specific waiver of Cal. Civil Code Section 1542.

1 7.3 ERC, on one hand, and Defendants, on the other hand, release and waive all
2 claims they may have against each other for any statements of actions made or undertaken by
3 them in connection with the Notices of Violation or the Complaint. Provided however, nothing
4 in Section 7 shall affect or limit any Party's right to seek to enforce the terms of this Consent
5 Judgment.

6 **8. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

7 In the event that any of the provisions of this Consent Judgment are held by a court to be
8 unenforceable, the validity of the enforceable provisions shall not be adversely affected.

9 **9. GOVERNING LAW**

10 The terms and conditions of this Consent Judgment shall be governed by and construed in
11 accordance with the laws of the state of California.

12 **10. PROVISION OF NOTICE**

13 All notices required to be given to either Party to this Consent Judgment by the other
14 shall be in writing and sent to the following agents listed below by (a) first-class, registered, or
15 certified mail, (b) overnight courier, or (c) personal delivery. Courtesy copies via email may
16 also be sent.

17 **FOR ENVIRONMENTAL RESEARCH CENTER:**

18 Chris Heptinstall, Executive Director
19 Environmental Research Center
20 3111 Camino del Rio North, Suite 400
21 San Diego, CA 92108

22 Michael Bruce Freund
23 Law Offices of Michael Freund
24 1919 Addison Street, Suite 105
25 Berkeley, CA 94704
26 Telephone: (510) 540-1992
27 Facsimile: (510) 540-5543

28 Karen Evans
29 Coordinating Counsel
30 Environmental Research Center
31 4218 Biona Place
32 San Diego, CA 92116
33 Telephone: (619) 640-8100

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1 **FOR ALLERGY RESEARCH GROUP, INC. AND NUTRICOLOGY, INC.**

2 Fred Salomon
3 Allergy Research Group, Inc./Nutricology, Inc.
4 2300 North Loop Road
5 Alameda, CA 94502

6 Carol Brophy
7 Sedgwick LLP
8 333 Bush Street, 30th Floor
9 San Francisco, CA 94104-2834

10 **11. COURT APPROVAL**

11 **11.1** If this Stipulated Consent Judgment is not approved by the Court, it shall be void
12 and have no force or effect.

13 **11.2** ERC shall comply with California Health & Safety Code Section 25249.7 (f) and
14 with Title II of the California Code Regulations, Section 3003.

15 **12. EXECUTION AND COUNTERPARTS**

16 This Consent Judgment may be executed in counterparts, which taken together shall be
17 deemed to constitute one document. A facsimile or pdf signature shall be construed as valid as
18 the original signature.

19 **13. DRAFTING**

20 The terms of this Consent Judgment have been reviewed by the respective counsel for the
21 Parties to this Settlement prior to its signing, and each Party has had an opportunity to fully
22 discuss the terms with counsel. The Parties agree that, in any subsequent interpretation and
23 construction of this Consent Judgment entered thereon, the terms and provisions shall not be
24 construed against any Party.

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

26 In the event a dispute arises with respect to either Party's compliance with the terms of
27 this Consent Judgment entered by the Court, the Parties shall meet either in person or by
28 telephone 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. In the
event an action or motion is filed, however, the prevailing party may seek to recover costs and
reasonable attorney's fees. As used in the preceding sentence, the term "prevailing party" means

1 a party who is successful in obtaining relief more favorable to it than the relief that the other
2 party was amenable to providing during the parties' good faith attempt to resolve the dispute that
3 is the subject of such enforcement action.

4 **15. ENTIRE AGREEMENT, AUTHORIZATION**

5 **15.1** This Consent Judgment contains the sole and entire agreement and understanding
6 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
7 negotiations, commitments and understandings related hereto. No representations, oral or
8 otherwise, express or implied, other than those contained herein have been made by any Party.
9 No other agreements not specifically referred to herein, oral or otherwise, shall be deemed to
10 exist or to bind any of the Parties.

11 **15.2** Each signatory to this Consent Judgment certifies that he or she is fully authorized
12 by the Party he or she represents to stipulate to this Consent Judgment, to enter into and execute
13 this Consent Judgment on behalf of the Party represented, and legally to bind that Party to this
14 Consent Judgment. The undersigned have read, understand and agree to all of the terms and
15 conditions of this Consent Judgment. Except as explicitly provided herein, each Party shall bear
16 its own fees and costs.

17 **16. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF**
18 **CONSENT JUDGMENT**

19 This Consent Judgment has come before the Court upon the request of the Parties. The
20 Parties request the Court to fully review this Consent Judgment and, being fully informed
21 regarding the matters which are the subject of this action, to:

- 22 (1) Find that the terms and provisions of this Consent Judgment represent a fair and
23 equitable settlement of all matters raised by the allegations of the Complaint, that
24 the matter has been diligently prosecuted, and that the public interest is served by
25 such settlement; and
26 (2) Make the findings pursuant to Health & Safety Code § 25249.7 (f) (4), approve
27 the Settlement and approve this Consent Judgment.
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IT IS SO STIPULATED:

ENVIRONMENTAL RESEARCH CENTER

DATED: _____, 2012

By: _____
Chris Hepstinstall, Executive Director

**ALLERGY RESEARCH GROUP, INC. and
NUTRICOLOGY, INC.**

DATED: 11-28-, 2012

Fred Salomon
Chief Operating Officer

APPROVED AS TO FORM:

DATED: _____, 2012

LAW OFFICE OF MICHAEL FREUND

By: _____
Michael Freund
Attorney for Environmental Research Center

DATED: Nov. 28, 2012

SEDGWICK LLP

By: _____
Carol Brophy
Attorneys for Allergy Research Group, Inc. and
Nutricology, Inc.

ORDER AND JUDGMENT

Based upon the Parties' Stipulation, and good cause appearing, this Consent Judgment is approved and Judgment is hereby entered according to its terms.

DATED: _____, 2012

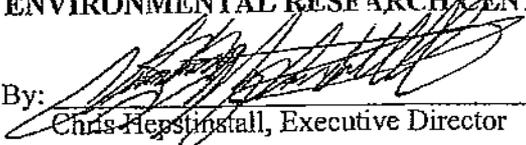
Judge, Superior Court of the State of California

Sedgwick..

1 IT IS SO STIPULATED:

2 ENVIRONMENTAL RESEARCH CENTER

3
4 DATED: 11/21, 2012

By: 
Chris Hepstingfall, Executive Director

6 ALLERGY RESEARCH GROUP, INC. and
7 NUTRICOLOGY, INC.

8 DATED: _____, 2012

Fred Salomon
Chief Operating Officer

10 APPROVED AS TO FORM:

11 DATED: 11/28, 2012

LAW OFFICE OF MICHAEL FREUND

12
13 By: 

Michael Freund
Attorney for Environmental Research Center

15 DATED: _____, 2012

SEDGWICK LLP

17 By: _____
18 Carol Brophy
19 Attorneys for Allergy Research Group, Inc. and
20 Nutricology, Inc.

21 ~~ORDER AND JUDGMENT~~

22 Based upon the Parties' Stipulation, and good cause appearing, this Consent Judgment is
23 approved and Judgment is hereby entered according to its terms.

24 DATED: DEC 04 2012, 2012

A. JAMES ROBERTSON, II
Judge, Superior Court of the State of California



Environmental Research Center

5694 Mission Center Road #199
San Diego, CA 92108
619.309.4194

January 14, 2011

VIA CERTIFIED MAIL

Current President or CEO
Allergy Research Group, Inc.
2300 North Loop Road
Alameda, CA 94502

Current President or CEO
Nutricology, Inc.
2300 North Loop Road
Alameda, CA 94502

Office of the California Attorney General
Prop 65 Enforcement Reporting
1515 Clay Street, Suite 2000
P.O. Box 70550
Oakland, CA 94612-0550

VIA PRIORITY MAIL

District Attorneys of All California Counties
and Select City Attorneys
(See Attached Certificate of Service)

Re: Notice of Violations of California Health & Safety Code Section 25249.5 *et seq.*

Dear Addressees:

I am the Executive Director of the Environmental Research Center ("ERC") in connection with this Notice of Violations of California's Safe Drinking Water and Toxic Enforcement Act of 1986, which is codified at California Health & Safety Code Section 25249.5 *et seq.* and also referred to as Proposition 65.

ERC is a California non-profit corporation dedicated to, among other causes, helping safeguard the public from health hazards by bringing about a reduction in the use and misuse of hazardous and toxic chemicals, facilitating a safe environment for consumers and employees, and encouraging corporate responsibility.

The names of the Companies covered by this Notice that violated Proposition 65 are:

Allergy Research Group, Inc. and Nutricology, Inc.

The products that are the subject of this Notice and the chemicals in those products identified as exceeding allowable levels are:

NutriCology Inc. ProGreens with Advanced Probiotic Formula 15 StickPacks 132 g - Lead
NutriCology Inc. ProGreens with Advanced Probiotic Formula 30 Day Supply 265 g - Lead

On February 27, 1987, the State of California officially listed lead as a chemical known to cause developmental toxicity, and male and female reproductive toxicity. On October 1, 1992, the State of California officially listed lead as chemical known to cause cancer.

This letter is a Notice to Allergy Research Group, Inc.; Nutricology, Inc. and the appropriate governmental authorities of the Proposition 65 violations concerning the listed products. This Notice covers all violations of Proposition 65 involving Allergy Research Group, Inc. and Nutricology, Inc. currently known to ERC from the information now available. ERC may continue to investigate other products that may reveal further violations. A summary of Proposition 65, prepared by the Office of Environmental Health Hazard Assessment, has been provided to the Noticed Company with a copy of this letter.

Allergy Research Group, Inc. and Nutricology, Inc. have manufactured, marketed, distributed, and/or sold the listed products, which have exposed and continue to expose numerous individuals within California to the identified chemicals. The primary route of exposure to these chemicals has been through ingestion, but may have also occurred through inhalation and/or dermal contact. Proposition 65 requires that a clear and reasonable warning be provided prior to exposure to the identified chemicals. The method of warning should be a warning that appears on the product's label. Allergy Research Group, Inc. and Nutricology, Inc. violated Proposition 65 because the Companies have failed to provide an appropriate warning to persons using these products that they are being exposed to the identified chemical.

Pursuant to Section 25249.7(d) of the statute, ERC intends to file a citizen enforcement action sixty days after effective service of this Notice unless Allergy Research Group, Inc. and Nutricology, Inc. agree in an enforceable written instrument to: (1) reformulate the listed products so as to eliminate further exposures to the identified chemicals; and (2) pay an appropriate civil penalty. Consistent with the public interest goals of Proposition 65 and ERC's objectives in pursuing this Notice, ERC is interested in seeking a constructive resolution to this matter. Such resolution will avoid both further unwarned consumer exposures to the identified chemicals and expensive and time consuming litigation.

Please direct all questions concerning this notice to ERC's attorney, Michael Freund, address: 1915 Addison Street, Berkeley, California, 94704-1101, telephone no.: 510-540-1992, e-mail: Freund1@aol.com.

Sincerely,



Chris Heptinstall, Executive Director
Environmental Research Center

cc: Karen Evans

Attachments

- Certificate of Merit
- Certificate of Service
- OEHHA Summary (to Allergy Research Group, Inc. and Nutricology, Inc. only)
- Additional Supporting Information for Certificate of Merit (to AG only)

CERTIFICATE OF MERIT

Re: Environmental Research Center's Notice of Proposition 65 Violations by Allergy Research Group, Inc. and Nutricology, Inc.

I, Michael Freund, declare:

1. This Certificate of Merit accompanies the attached sixty-day Notice in which it is alleged the party identified in the Notice violated California Health & Safety Code Section 25249.6 by failing to provide clear and reasonable warnings.
2. I am an attorney for the noticing party.
3. I have consulted with one or more persons with relevant and appropriate experience or expertise who have reviewed facts, studies, or other data regarding the exposure to the listed chemical that is the subject of the Notice.
4. Based on the information obtained through those consultants, and on other information in my possession, I believe there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a credible basis that all elements of the plaintiff's case can be established and that the information did not prove that the alleged violator will be able to establish any of the affirmative defenses set forth in the statute.
5. Along with the copy of this Certificate of Merit served on the Attorney General is attached additional factual information sufficient to establish the basis for this Certificate, including the information identified in California Health & Safety Code §25249.7(h)(2), i.e., (1) the identity of the persons consulted with and relied on by the certifier, and (2) the facts, studies, or other data reviewed by those persons.

Dated: January 14, 2011



Michael Freund
Attorney for Environmental Research Center

CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury under the laws of the State of California that the following is true and correct:

I am a citizen of the United States, over the age of 18 years of age, and am not a party to the within entitled action. My business address is 306 Joy Street, Fort Oglethorpe, Georgia 30742

On January 14, 2011, I served the following documents: **NOTICE OF VIOLATIONS OF CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; "THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986 (PROPOSITION 65): A SUMMARY"** on the following parties by placing a true and correct copy thereof in a sealed envelope, addressed to the party listed below and depositing it in a US Postal Service Office for delivery by Certified Mail:

Current President or CEO
Allergy Research Group, Inc.
2300 North Loop Road
Alameda, CA 94502

Current President or CEO
Nutricology, Inc.
2300 North Loop Road
Alameda, CA 94502

On January 14, 2011, I served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; ADDITIONAL SUPPORTING INFORMATION FOR CERTIFICATE OF MERIT AS REQUIRED BY CALIFORNIA HEALTH & SAFETY CODE §25249.7(d)(1)** on the following parties by placing a true and correct copy thereof in a sealed envelope, addressed to the party listed below and depositing it in a US Postal Service Office for delivery by Certified Mail:

Office of the California Attorney General
Prop 65 Enforcement Reporting
1515 Clay Street, Suite 2000
Post Office Box 70550
Oakland, CA 94612-0550

On January 14, 2011, I served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT** on each of the parties on the Service List attached hereto by placing a true and correct copy thereof in a sealed envelope, addressed to each of the parties on the Service List attached hereto, and depositing it with the U.S. Postal Service for delivery by Priority Mail.

Executed on January 14, 2011, in Fort Oglethorpe, Georgia.



Chris Heptinstall

Service List

District Attorney, Alameda County
1225 Fallon Street, Room 900
Oakland, CA 94612

District Attorney, Alpine County
P.O. Box 248
Markleeville, CA 96120

District Attorney, Amador County
708 Court Street, #202
Jackson, CA 95642

District Attorney, Butte County
25 County Center Drive
Oroville, CA 95965

District Attorney, Calaveras County
891 Mountain Ranch Road
San Andreas, CA 95249

District Attorney, Colusa County
547 Market Street
Colusa, CA 95932

District Attorney, Contra Costa County
900 Ward Street
Martinez, CA 94553

District Attorney, Del Norte County
450 H Street, Ste. 171
Crescent City, CA 95531

District Attorney, El Dorado County
515 Main Street
Placerville, CA 95667

District Attorney, Fresno County
2220 Tulare Street, #1000
Fresno, CA 93721

District Attorney, Glenn County
Post Office Box 430
Willows, CA 95988

District Attorney, Humboldt County
825 5th Street
Eureka, CA 95501

District Attorney, Imperial County
939 West Main Street, Ste 102
El Centro, CA 92243

District Attorney, Inyo County
230 W. Line Street
Bishop, CA 93514

District Attorney, Kern County
1215 Truxtun Avenue
Bakersfield, CA 93301

District Attorney, Kings County
1400 West Lacey Boulevard
Hanford, CA 93230

District Attorney, Lake County
255 N. Forbes Street
Lakoport, CA 95453

District Attorney, Lassen County
220 South Lassen Street, Ste. 8
Susanville, CA 96130

District Attorney, Los Angeles County
210 West Temple Street, Rm 345
Los Angeles, CA 90012

District Attorney, Madera County
209 West Yosemite Avenue
Madera, CA 93637

District Attorney, Marin County
3501 Civic Center, Room 130
San Rafael, CA 94903

District Attorney, Mariposa County
Post Office Box 730
Mariposa, CA 95338

District Attorney, Mendocino County
Post Office Box 1000
Ukiah, CA 95482

District Attorney, Merced County
2222 M Street
Merced, CA 95340

District Attorney, Modoc County
204 S Court Street, Room 202
Alturas, CA 96101-4020

District Attorney, Mono County
Post Office Box 617
Bridgeport, CA 93517

District Attorney, Monterey County
230 Church Street, Bldg 2
Salinas, CA 93901

District Attorney, Napa County
931 Parkway Mall
Napa, CA 94559

District Attorney, Nevada County
110 Union Street
Nevada City, CA 95959

District Attorney, Orange County
401 Civic Center Drive West
Santa Ana, CA 92701

Notice of Violations of California Health & Safety Code §25249.5 *et seq.*

January 14, 2011

Page 6

District Attorney, Placer County
10810 Justice Center Drive, Ste 240
Roseville, CA 95678

District Attorney, Plumas County
520 Main Street, Room 404
Quincy, CA 95971

District Attorney, Riverside County
4075 Main Street, 1st Floor
Riverside, CA 92501

District Attorney, Sacramento County
901 "G" Street
Sacramento, CA 9581

District Attorney, San Benito County
419 Fourth Street, 2nd Floor
Hollister, CA 95023

District Attorney, San Bernardino County
316 N. Mountain View Avenue
San Bernardino, CA 92415-0004

District Attorney, San Diego County
330 West Broadway, Room 1300
San Diego, CA 92101

District Attorney, San Francisco County
850 Bryant Street, Room 325
San Francisco, CA 94103

District Attorney, San Joaquin County
Post Office Box 990
Stockton, CA 95201

District Attorney, San Luis Obispo County
1050 Monterey Street, Room 450
San Luis Obispo, CA 93408

District Attorney, San Mateo County
400 County Ctr., 3rd Floor
Redwood City, CA 94063

District Attorney, Santa Barbara County
1105 Santa Barbara Street
Santa Barbara, CA 93101

District Attorney, Santa Clara County
70 West Hedding Street
San Jose, CA 95110

District Attorney, Santa Cruz County
701 Ocean Street, Room 200
Santa Cruz, CA 95060

District Attorney, Shasta County
1525 Court Street, Third Floor
Redding, CA 96001-1632

District Attorney, Sierra County
PO Box 457
Downieville, CA 95936

District Attorney, Siskiyou County
Post Office Box 986
Yreka, CA 96097

District Attorney, Solano County
675 Texas Street, Ste 4500
Fairfield, CA 94533

District Attorney, Sonoma County
600 Administration Drive, Room 212J
Santa Rosa, CA 95403

District Attorney, Stanislaus County
832 12th Street, Ste 300
Modesto, CA 95353

District Attorney, Sutter County
446 Second Street
Yuba City, CA 95991

District Attorney, Tehama County
Post Office Box 519
Red Bluff, CA 96080

District Attorney, Trinity County
Post Office Box 310
Weaverville, CA 96093

District Attorney, Tulare County
221 S. Mooney Avenue, Room 224
Visalia, CA 93291

District Attorney, Tuolumne County
423 N. Washington Street
Sonora, CA 95370

District Attorney, Ventura County
800 South Victoria Avenue
Ventura, CA 93009

District Attorney, Yolo County
301 2nd Street
Woodland, CA 95695

District Attorney, Yuba County
215 Fifth Street
Marysville, CA 95901

Los Angeles City Attorney's Office
City Hall East
200 N. Main Street, Rm 800
Los Angeles, CA 90012

San Diego City Attorney's Office
1200 3rd Avenue, Ste 1620
San Diego, CA 92101

San Francisco City Attorney's Office
City Hall, Room 234
1 Drive Carlton B Goodlett Place
San Francisco, CA 94102

San Jose City Attorney's Office
200 East Santa Clara Street
San Jose, CA 95113



Environmental Research Center

5694 Mission Center Road #199
San Diego, CA 92108
619.309.4194

March 11, 2011

VIA CERTIFIED MAIL

Current President or CEO
Allergy Research Group, Inc.
2300 North Loop Road
Alameda, CA 94502

Current President or CEO
Nutricology, Inc.
2300 North Loop Road
Alameda, CA 94502

Office of the California Attorney General
Prop 65 Enforcement Reporting
1515 Clay Street, Suite 2000
P.O. Box 70550
Oakland, CA 94612-0550

VIA PRIORITY MAIL

District Attorneys of All California Counties
and Select City Attorneys
(See Attached Certificate of Service)

Re: Notice of Violations of California Health & Safety Code Section 25249.5 *et seq.*

Dear Addressees:

I am the Executive Director of the Environmental Research Center ("ERC") in connection with this Notice of Violations of California's Safe Drinking Water and Toxic Enforcement Act of 1986, which is codified at California Health & Safety Code Section 25249.5 *et seq.* and also referred to as Proposition 65.

ERC is a California non-profit corporation dedicated to, among other causes, helping safeguard the public from health hazards by bringing about a reduction in the use and misuse of hazardous and toxic chemicals, facilitating a safe environment for consumers and employees, and encouraging corporate responsibility.

The names of the Companies covered by this Notice that violated Proposition 65 are:

Allergy Research Group, Inc. and Nutricology, Inc.

The products that are the subject of this Notice and the chemicals in those products identified as exceeding allowable levels are:

Allergy Research Group Calm/Recharge 250 Grams - Lead
Allergy Research Group PhytoCort 120 Vegetarian Capsules - Lead
Allergy Research Group AllerAid Herbal 90 Tablets - Lead
Allergy Research Group Steady On 300 Grams - Lead
Allergy Research Group Liver Saver 120 Tablets - Lead
Allergy Research Group GastroCleanse with Psyllium Husks 100 Vegetarian Capsules - Lead
NutriCology Inc. Licorice Solid Extract (114g) - Lead
NutriCology Inc. FibroBoost 75 Vegetarian Capsules - Lead
NutriCology Inc. Sugar Balance Formula 90 Vegetarian Capsules - Lead
NutriCology Inc. Chitosan 90 Vegetarian Capsules - Lead
NutriCology Inc. Slumberol 100 Vegetarian Capsules - Lead
NutriCology Inc. SlimGreens Powder 180 grams - Lead
Allergy Research Group Earth Dragon 150 Capsules - Lead
Allergy Research Group Cell Saver 150 Capsules - Lead

On February 27, 1987, the State of California officially listed lead as a chemical known to cause developmental toxicity, and male and female reproductive toxicity. On October 1, 1992, the State of California officially listed lead as chemical known to cause cancer.

This letter is a Notice to Allergy Research Group, Inc.; Nutricology, Inc. and the appropriate governmental authorities of the Proposition 65 violations concerning the listed products. This Notice covers all violations of Proposition 65 involving Allergy Research Group, Inc. and Nutricology, Inc. currently known to ERC from the information now available. ERC may continue to investigate other products that may reveal further violations. A summary of Proposition 65, prepared by the Office of Environmental Health Hazard Assessment, has been provided to the Noticed Company with a copy of this letter.

Allergy Research Group, Inc. and Nutricology, Inc. have manufactured, marketed, distributed, and/or sold the listed products, which have exposed and continue to expose numerous individuals within California to the identified chemicals. The primary route of exposure to these chemicals has been through ingestion, but may have also occurred through inhalation and/or dermal contact. Proposition 65 requires that a clear and reasonable warning be provided prior to exposure to the identified chemicals. The method of warning should be a warning that appears on the product's label. Allergy Research Group, Inc. and Nutricology, Inc. violated Proposition 65 because the Companies have failed to provide an appropriate warning to persons using these products that they are being exposed to the identified chemical.

Pursuant to Section 25249.7(d) of the statute, ERC intends to file a citizen enforcement action sixty days after effective service of this Notice unless Allergy Research Group, Inc. and Nutricology, Inc. agree in an enforceable written instrument to: (1) reformulate the listed products so as to eliminate further exposures to the identified chemicals; and (2) pay an appropriate civil penalty. Consistent with the public interest goals of Proposition 65 and ERC's objectives in pursuing this Notice, ERC is interested in seeking a constructive resolution to this matter. Such resolution will avoid both further unwarned consumer exposures to the identified chemicals and expensive and time consuming litigation.

Notice of Violations of California Health & Safety Code §25249.5 *et seq.*

March 11, 2011

Page 3

Please direct all questions concerning this notice to ERC's attorney, Michael Freund, address: 1915 Addison Street, Berkeley, California, 94704-1101, telephone no.: 510-540-1992, e-mail: Freund1@aol.com.

Sincerely,



Chris Heptinstall
Executive Director
Environmental Research Center

cc: Karen Evans

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to Allergy Research Group, Inc. and Nutricology, Inc. only)

Additional Supporting Information for Certificate of Merit (to AG only)

CERTIFICATE OF MERIT

Re: Environmental Research Center's Notice of Proposition 65 Violations by Allergy Research Group, Inc. and Nutricology, Inc.

I, Michael Freund, declare:

1. This Certificate of Merit accompanies the attached sixty-day Notice in which it is alleged the party identified in the Notice violated California Health & Safety Code Section 25249.6 by failing to provide clear and reasonable warnings.
2. I am an attorney for the noticing party.
3. I have consulted with one or more persons with relevant and appropriate experience or expertise who have reviewed facts, studies, or other data regarding the exposure to the listed chemical that is the subject of the Notice.
4. Based on the information obtained through those consultants, and on other information in my possession, I believe there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a credible basis that all elements of the plaintiff's case can be established and that the information did not prove that the alleged violator will be able to establish any of the affirmative defenses set forth in the statute.
5. Along with the copy of this Certificate of Merit served on the Attorney General is attached additional factual information sufficient to establish the basis for this Certificate, including the information identified in California Health & Safety Code §25249.7(h)(2), i.e., (1) the identity of the persons consulted with and relied on by the certifier, and (2) the facts, studies, or other data reviewed by those persons.

Dated: March 11, 2011



Michael Freund
Attorney for Environmental Research Center

CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury under the laws of the State of California that the following is true and correct:

I am a citizen of the United States, over the age of 18 years of age, and am not a party to the within entitled action. My business address is 306 Joy Street, Fort Oglethorpe, Georgia 30742

On March 11, 2011, I served the following documents: **NOTICE OF VIOLATIONS OF CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; "THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986 (PROPOSITION 65): A SUMMARY"** on the following parties by placing a true and correct copy thereof in a sealed envelope, addressed to the party listed below and depositing it in a US Postal Service Office for delivery by Certified Mail:

Current President or CEO
Allergy Research Group, Inc.
2300 North Loop Road
Alameda, CA 94502

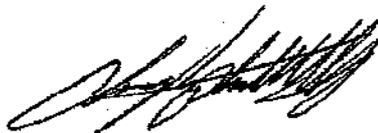
Current President or CEO
Nutricology, Inc.
2300 North Loop Road
Alameda, CA 94502

On March 11, 2011, I served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; ADDITIONAL SUPPORTING INFORMATION FOR CERTIFICATE OF MERIT AS REQUIRED BY CALIFORNIA HEALTH & SAFETY CODE §25249.7(d)(1)** on the following parties by placing a true and correct copy thereof in a sealed envelope, addressed to the party listed below and depositing it in a US Postal Service Office for delivery by Certified Mail:

Office of the California Attorney General
Prop 65 Enforcement Reporting
1515 Clay Street, Suite 2000
Post Office Box 70550
Oakland, CA 94612-0550

On March 11, 2011, I served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT** on each of the parties on the Service List attached hereto by placing a true and correct copy thereof in a sealed envelope, addressed to each of the parties on the Service List attached hereto, and depositing it with the U.S. Postal Service for delivery by Priority Mail.

Executed on March 11, 2011, in Fort Oglethorpe, Georgia.



Chris Heptinstall

Service List

District Attorney, Alameda County
1225 Fallon Street, Room 900
Oakland, CA 94612

District Attorney, Alpine County
P.O. Box 248
Markleeville, CA 96120

District Attorney, Amador County
708 Court Street, #202
Jackson, CA 95642

District Attorney, Butte County
25 County Center Drive
Oroville, CA 95965

District Attorney, Calaveras County
891 Mountain Ranch Road
San Andreas, CA 95249

District Attorney, Colusa County
547 Market Street
Colusa, CA 95932

District Attorney, Contra Costa County
900 Ward Street
Martinez, CA 94553

District Attorney, Del Norte County
450 H Street, Ste. 171
Crescent City, CA 95531

District Attorney, El Dorado County
515 Main Street
Placerville, CA 95667

District Attorney, Fresno County
2229 Tulare Street, #1090
Fresno, CA 95721

District Attorney, Glenn County
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Willows, CA 95988

District Attorney, Humboldt County
825 5th Street
Eureka, CA 95501

District Attorney, Imperial County
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El Centro, CA 92243

District Attorney, Inyo County
230 W. Line Street
Bishop, CA 93314

District Attorney, Kern County
1215 Truxtun Avenue
Bakersfield, CA 93301

District Attorney, Kings County
1400 West Lacey Boulevard
Hanford, CA 93230

District Attorney, Lake County
255 N. Forbes Street
Lakeport, CA 95453

District Attorney, Lassen County
220 South Lassen Street, Ste. 8
Susanville, CA 96130

District Attorney, Los Angeles County
210 West Temple Street, Rm 345
Los Angeles, CA 90012

District Attorney, Madera County
209 West Yosemite Avenue
Madera, CA 93637

District Attorney, Marin County
3501 Civic Center, Room 130
San Rafael, CA 94903

District Attorney, Mariposa County
Post Office Box 730
Mariposa, CA 95338

District Attorney, Mendocino County
Post Office Box 1000
Ukiah, CA 95482

District Attorney, Merced County
2222 M Street
Merced, CA 95340

District Attorney, Modoc County
204 S Court Street, Room 202
Alturas, CA 96101-4020

District Attorney, Mono County
Post Office Box 617
Bridgeport, CA 93517

District Attorney, Monterey County
230 Church Street, Bldg 2
Salinas, CA 93901

District Attorney, Napa County
931 Parkway Mall
Napa, CA 94559

District Attorney, Nevada County
110 Union Street
Nevada City, CA 95959

District Attorney, Orange County
401 Civic Center Drive West
Santa Ana, CA 92701

Notice of Violations of California Health & Safety Code §25249.5 *et seq.*
March 11, 2011
Page 7

- District Attorney, Placer County
10810 Justice Center Drive, Ste 240
Roseville, CA 95678
- District Attorney, Plumas County
520 Main Street, Room 404
Quincy, CA 95971
- District Attorney, Riverside County
4075 Main Street, 1st Floor
Riverside, CA 92501
- District Attorney, Sacramento County
901 "G" Street
Sacramento, CA 9581
- District Attorney, San Benito County
419 Fourth Street, 2nd Floor
Hollister, CA 95023
- District Attorney, San Bernardino County
316 N. Mountain View Avenue
San Bernardino, CA 92415-0004
- District Attorney, San Diego County
330 West Broadway, Room 1300
San Diego, CA 92101
- District Attorney, San Francisco County
850 Bryant Street, Room 325
San Francisco, CA 94103
- District Attorney, San Joaquin County
Post Office Box 990
Stockton, CA 95201
- District Attorney, San Luis Obispo County
1050 Monterey Street, Room 450
San Luis Obispo, CA 93408
- District Attorney, San Mateo County
400 County Ct., 3rd Floor
Redwood City, CA 94063
- District Attorney, Santa Barbara County
1105 Santa Barbara Street
Santa Barbara, CA 93101
- District Attorney, Santa Clara County
70 West Hedding Street
San Jose, CA 95110
- District Attorney, Santa Cruz County
701 Ocean Street, Room 200
Santa Cruz, CA 95060
- District Attorney, Shasta County
1525 Court Street, Third Floor
Redding, CA 96001-1632
- District Attorney, Sierra County
PO Box 457
Downieville, CA 95936
- District Attorney, Siskiyou County
Post Office Box 986
Yreka, CA 96097
- District Attorney, Solano County
675 Texas Street, Ste 4500
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- District Attorney, Sonoma County
600 Administration Drive, Room 212J
Santa Rosa, CA 95403
- District Attorney, Stanislaus County
832 12th Street, Ste 300
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- District Attorney, Sutter County
446 Second Street
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- District Attorney, Tehama County
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Red Bluff, CA 96080
- District Attorney, Trinity County
Post Office Box 310
Weaverville, CA 96093
- District Attorney, Tulare County
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Visalia, CA 93291
- District Attorney, Tuolumne County
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Sonora, CA 95370
- District Attorney, Ventura County
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Ventura, CA 93009
- District Attorney, Yolo County
301 2nd Street
Woodland, CA 95695
- District Attorney, Yuba County
215 Fifth Street
Marysville, CA 95901
- Los Angeles City Attorney's Office
City Hall East
200 N. Main Street, Rm 800
Los Angeles, CA 90012
- San Diego City Attorney's Office
1200 3rd Avenue, Ste 1620
San Diego, CA 92101
- San Francisco City Attorney's Office
City Hall, Room 234
1 Drive Carlton B Goodlett Place
San Francisco, CA 94102
- San Jose City Attorney's Office
200 East Santa Clara Street
San Jose, CA 95113