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7 Attorneys for Plaintiff
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9
10
11 SUPERIOR COURT OF CALIFORNIA
12 COUNTY OF ORANGE, CENTRAL JUSTICE CENTER
13

14 ENVIRONMENTAL RESEARCH)
15 CENTER, a California non-profit)
16 corporation,)

17 Plaintiff,

18 vs.

19 EROM, INC. and DOES 1-50, Inclusive,)
20 Defendants.)

21 **Case No.: 30-2013-00673734-CU-MC-CJC**

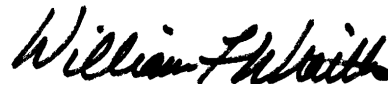
22 **NOTICE OF ENTRY OF JUDGMENT**

23 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

24 NOTICE IS HEREBY GIVEN that the Court has entered Judgment and approved the
25 settlement by Stipulated Consent Judgment in the above-entitled matter. A true and correct copy
26 of the Stipulated Consent Judgment and Order is attached hereto as Exhibit 1.

27 Dated: November 13, 2014

28 WRAITH LAW



By: _____

WILLIAM F. WRAITH
Attorney for Plaintiff

EXHIBIT 1

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

NOV 05 2014

ALAN CARLSON, Clerk of the Court

BY G. HERNANDEZ

1 WILLIAM F. WRAITH, SBN 185927
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3 16485 Laguna Canyon Rd., Suite 250
4 Irvine, California 92618
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8 Environmental Research Center

9 YOUNGSOO LEE, SBN 247383
10 LEE ANAV CHUNG WHITE & KIM LLP
11 520 S. Grand Ave, Suite 1070
12 Los Angeles, CA 90071
13 Tel: (213) 341-1602
14 Fax: (213) 785-3205

15 Attorneys for Defendant
16 EROM, INC.

17 SUPERIOR COURT OF CALIFORNIA
18 COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

19 ENVIRONMENTAL RESEARCH
20 CENTER, a California non-profit
21 corporation,

22 Plaintiff,

23 vs.

24 EROM, INC. and DOES 1-50, Inclusive,

25 Defendants.

Case No.: 30-2013-00673734-CU-MC-CJC

Judge: ~~William M. Monroe~~ C18

~~PROPOSED~~ STIPULATED CONSENT
JUDGMENT; ~~PROPOSED~~ ORDER

[Health & Safety Code § 25249.5, et seq.]

26 **1. INTRODUCTION**

27 **1.1.** This Action arises out of the alleged violations of California's Safe Drinking
28 Water and Toxic Enforcement Act of 1986, California Health and Safety Code Section 25249.5
et seq. (also known as and herein after referred to as "Proposition 65") regarding the following
products (hereinafter collectively the "Covered Products" or "Covered Product" to refer to a
single product):

- (1). Erom Inc. Juvo Slim Natural Raw Meal

- 1 (2). Erom Inc. Juvo Natural Raw Meal Whole Food
- 2 (3). Erom Inc. Juvo YogaFood
- 3 (4). Erom Inc. Juvo Raw Green Protein Organic Blend

4 **1.2.** ERC is a California non-profit corporation acting as a private enforcer of
5 Proposition 65 that is dedicated to, among other causes, helping safeguard the public from health
6 hazards by reducing the use and misuse of hazardous and toxic chemicals, facilitating a safe
7 environment for consumers and employees, and encouraging corporate responsibility. ERC
8 brings this Action in the public interest pursuant to California Health and Safety Code Section
9 25249.7.

10 **1.3.** EROM, INC. is a California Corporation that is a person within the meaning of
11 H&S Code §25249.11(a) and is sometimes referred to herein as “EROM.” EROM manufactures,
12 distributes and sells the Covered Products.

13 **1.4.** ERC and EROM are hereinafter sometimes referred to individually as a “Party” or
14 collectively as the “Parties.”

15 **1.5.** On April 15, 2011 and January 18, 2013, pursuant to California Health and Safety
16 Code Section 25249.7(d)(1), ERC served Notices of Violations of Proposition 65 (“Notices of
17 Violations”) on the California Attorney General, other public enforcers, and EROM. A true and
18 correct copy of the April 15, 2011 Notice of Violations is attached hereto as Exhibit “A.” A true
19 and correct copy of the January 18, 2013 Notice of Violations is attached hereto as Exhibit “B.”

20 **1.6.** After more than sixty (60) days passed since service of the Notices of Violations,
21 and no designated governmental agency filed a complaint against EROM with regard to the
22 Covered Products or the alleged violations, on September 5, 2013, ERC filed the Complaint in
23 this Action (the “Complaint”) for injunctive relief and civil penalties. The Complaint is based on
24 the allegations in the Notices of Violations.

25 **1.7.** The Complaint and the Notices of Violations each allege that EROM
26 manufactured, distributed, and/or sold in California the Covered Products, which contain lead, a
27 chemical listed under Proposition 65 as a carcinogen and reproductive toxin, and expose
28 consumers at a level requiring a Proposition 65 warning. They further allege that use of the

1 Covered Products exposes persons in California to lead without first providing clear and
2 reasonable warnings, in violation of California Health and Safety Code Section 25249.6. EROM
3 denies all material allegations of the Notices of Violations and the Complaint, asserts numerous
4 affirmative defenses, and specifically denies that the Covered Products require a Proposition 65
5 warning or otherwise cause harm to any person.

6 **1.8.** The Parties enter into this Consent Judgment in order to settle, compromise and
7 resolve disputed claims and avoid prolonged and costly litigation. Nothing in this Consent
8 Judgment, nor compliance with its terms, shall constitute or be construed as an admission by any
9 of the Parties, or by any of their respective officers, directors, shareholders, employees, agents,
10 parent companies, subsidiaries, divisions, affiliates, suppliers, franchisees, licensees, distributors,
11 wholesalers, or retailers, of any fact, conclusion of law, issue of law, violation of law, fault,
12 wrongdoing, or liability, including without limitation, any admission concerning any alleged
13 violation of Proposition 65. Except as expressly set forth herein, nothing in this Consent
14 Judgment shall prejudice, waive, or impair any right, remedy, argument, or defense the Parties
15 may have in any other or future legal proceeding unrelated to these proceedings. However,
16 nothing in this Section shall affect the enforceability of this Consent Judgment.

17 **1.9.** The "Effective Date" of this Consent Judgment shall be the date this Consent
18 Judgment is entered by the Court.

19 **2. JURISDICTION AND VENUE**

20 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
21 jurisdiction over the subject matter of this Action and personal jurisdiction over the Parties, that
22 venue is proper in this Court, and that this Court has jurisdiction to enter this Consent Judgment
23 pursuant to the terms set forth herein.

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

25 **3.1** Beginning on the Effective Date, EROM shall be permanently enjoined from
26 manufacturing for sale in California, directly selling to a consumer in California or "Distributing
27 into California" any of the Covered Products for which the maximum daily dose recommended
28 on the label contains more than 0.5 micrograms of lead, unless such Covered Product complies

1 with the warning requirements in Section 3.3 or qualifies a "Reformulated Covered Product"
2 pursuant to Section 3.4, or unless EROM can show that the excess exposure is caused solely by
3 "naturally occurring" lead at the "lowest level currently feasible," as set forth in California Code
4 of Regulations, Title 27, section 25501, subdivision(a). "Distributing into California" means to
5 directly ship any of the Covered Products into California for sale or to sell any of the Covered
6 Products to a distributor that EROM knows or has reason to know will sell the Covered Product
7 in California.

8 **3.2 Calculation of Lead Levels:** As used in this Consent Judgment, lead levels are
9 calculated pursuant to the testing protocol described in Section 3.5. For purposes of measuring
10 the lead, the highest lead detection result of the 5 randomly selected samples of the Covered
11 Products will be controlling.

12 **3.3 Clear and Reasonable Warning:** For those Covered Products that are subject to
13 the warning requirement of Section 3.1, EROM shall provide either of the following warning
14 statements ("Warning") as specified below:

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

17
18 "WARNING: This product contains chemicals known to the State of California
19 to cause [cancer and] birth defects or other reproductive harm."
20

21 The text in brackets in the warnings above is optional, except that the term "cancer" must
22 be included only if the maximum daily dose recommended on the label contains more than 15
23 micrograms of lead.

24 The Warning shall be permanently affixed to or printed on (at the point of manufacture,
25 prior to shipment to California, or prior to distribution within California) the outside packaging
26 or container of each unit of the Covered Product. The Warning shall be displayed with such
27 conspicuousness, as compared with other words, statements designs or devices on the packaging
28 or labeling, as to render it likely to be read and understood by an ordinary individual prior to

1 purchase. If the Warning is displayed on the product container or labeling, the Warning shall be
2 at least the same size as the largest of any other health or safety warnings on the product
3 container or labeling, and the word "WARNING" shall be in all capital letters and in bold print.
4 If printed on the labeling itself, the Warning shall be contained in the same section of the
5 labeling that states other safety warnings concerning the use of the Covered Product. No other
6 statements regarding Proposition 65 or lead will accompany the Warning.

7 **3.4 Reformulated Covered Products:** A Reformulated Covered Product is one for
8 which the maximum recommended daily serving on the label contains no more than 0.5
9 micrograms of lead per day.

10 **3.5 Testing and Quality Control Methodology:** Beginning within one year of the
11 Effective Date, EROM shall test five (5) randomly selected samples of each of the Covered
12 Products (in the form intended for sale to the end-user) for lead content. The testing requirement
13 does not apply to any of the Covered Products for which EROM has provided the Warning
14 specified in Section 3.3.

15 (a) Testing for lead shall be performed using Inductively Coupled Plasma-
16 Mass Spectrometry ("ICP-MS") or any other testing method subsequently agreed to in writing by
17 the Parties.

18 (b) All testing pursuant to this Consent Judgment shall be performed by an
19 independent third-party laboratory certified by the California Environmental Laboratory
20 Accreditation Program or a laboratory that is registered with the United States Food & Drug
21 Administration.

22 (c) EROM shall retain all test results and documentation for a period of four
23 (4) years from the date of the test. EROM shall provide copies of the test results to ERC within
24 10 days of EROM's receipt of the test results.

25 (d) EROM shall test each of the Covered Products at least once a year for a
26 minimum of four (4) consecutive years by testing five (5) randomly selected samples of each
27 Covered Product which EROM intends to sell or is manufacturing for sale in California, directly
28 selling to a consumer in California, or Distributing into California. If tests conducted pursuant to

1 this Section demonstrate that no warning is required for a Covered Product during each of four
2 (4) consecutive years, then the testing requirements of this Section will no longer be required as
3 to that Covered Product.

4 (e) For purposes of this Consent Judgment, daily lead exposure levels shall be
5 measured in micrograms, and shall be calculated using the following formula: Micrograms of
6 lead per gram of product, multiplied by grams per serving of the product (using the largest
7 serving size appearing on the product label), multiplied by servings of the product per day (using
8 the largest number of servings in the recommended dosage appearing on the product label),
9 which equals micrograms of lead exposure per day.

10 (f) The daily lead exposure levels shall be calculated excluding the following
11 amounts of naturally occurring lead in the ingredients listed below in Table 1A:

12 **TABLE 1A**

<u>INGREDIENT</u>	<u>NATURALLY OCCURRING AMOUNT OF LEAD</u>
<u>Calcium</u>	.8 mcg (per 1000 milligrams)
<u>Ferrous Fumarate</u>	.4 mcg/g
<u>Zinc Oxide</u>	8.0 mcg/g
<u>Magnesium Oxide</u>	.4 mcg/g
<u>Magnesium Carbonate</u>	.332 mcg/g
<u>Magnesium Hydroxide</u>	.4 mcg/g
<u>Zinc Gluconate</u>	.8 mcg/g
<u>Potassium Chloride</u>	1.1 mcg/g

24 For any Covered Product for which the warning in Section 3.3 has not been provided,
25 should EROM exclude from its calculation of overall lead content any quantity which is
26 “naturally occurring,” and should EROM seek to exclude naturally occurring lead in its
27 calculation of overall lead content for any Covered Product pursuant to any modification
28 incorporating Alternative Lead Standards, EROM will provide separate documentation to ERC

1 to include a complete list of all ingredients in the Covered Product and the corresponding
2 percentage of each ingredient and quantity in grams of each ingredient within each product,
3 including lab test results that independently confirm the percentage of the ingredients and
4 quantity in grams of the ingredients being used in each Covered Product, and other data that
5 independently supports EROM's contention that the lead it seeks to exclude is naturally
6 occurring. If such information is confidential, EROM will label it "Confidential" and ERC will
7 keep such information in confidence.

8 **4. SETTLEMENT PAYMENT**

9 **4.1** EROM shall make a total payment of \$70,000.00 ("Total Settlement Amount") to
10 ERC. The Total Settlement Amount shall be paid in 6 payments as follows:

Payment	Amount	Due Date
Number 1	\$20,000.00	Within 10 days of the Effective Date
Number 2	\$10,000.00	Within 40 days of the Effective Date
Number 3	\$10,000.00	Within 70 days of the Effective Date
Number 4	\$10,000.00	Within 100 days of the Effective Date
Number 5	\$10,000.00	Within 130 days of the Effective Date
Number 6	\$10,000.00	Within 160 days of the Effective Date

18 **4.1** The Total Settlement Amount shall be for the following:

19 (a) As a portion of the Total Settlement Amount, \$6,980.00 shall be
20 considered a civil penalty pursuant to California Health and Safety Code §25249.7(b)(1). ERC
21 shall remit 75% (\$5,235.00) of the civil penalty to the Office of Environmental Health Hazard
22 Assessment ("OEHHA") for deposit in the Safe Drinking Water and Toxic Enforcement Fund in
23 accordance with California Health and Safety Code §25249.12(c). ERC will retain the remaining
24 25% (\$1,745.00) of the civil penalty.

25 (b) As a portion of the Total Settlement Amount, \$20,943.00 shall be
26 considered a payment to ERC in lieu of further civil penalties for activities such as (1) funding
27 the investigating, researching, and testing of consumer products that may contain Proposition 65
28 listed chemicals; (2) funding grants to California non-profit foundations/entities dedicated to

1 public health; (3) funding ERC's Got Lead? Program to assist consumers in testing products for
2 lead content; (4) funding post-settlement monitoring of past consent judgments; (5) funding to
3 maintain ERC's database of lead-free products, Proposition 65-compliant products, and
4 contaminated products; (6) funding to track and catalog Proposition 65 complaints and
5 contamination-free sources of ingredients used in the products ERC tests; and (7) funding the
6 continued enforcement of Proposition 65 matters which address contaminated ingestible
7 products, similar to the subject matter of this Action.

8 (c) As a portion of the Total Settlement Amount, \$20,449.00 shall be
9 considered a reimbursement to ERC for its reasonable work, analysis, and testing costs
10 associated with the enforcement of Proposition 65 and other expenses and costs incurred as a
11 result of gathering information, bringing this matter to EROM's attention, and negotiating a
12 settlement in the public interest.

13 (d) As a portion of the Total Settlement Amount, \$20,615.00 shall be
14 considered payment to William Wraith as reimbursement of ERC's attorney's fees, and
15 \$1,013.00 shall be considered payment to Karen Evans as reimbursement of ERC's attorney's
16 fees.

17 (e) On or prior to each due date identified in Section 4.1, EROM shall make
18 each payment by check, payable to "The Wraith Law Client Trust Account," sent by first-class
19 registered or certified mail, or overnight delivery, and delivered to William F. Wraith, Esq.,
20 Wraith Law, 16485 Laguna Canyon Road, Suite 250, Irvine, CA 92618.

21 (f) In the event of EROM's failure to make a timely payment pursuant to this
22 Section, ERC may provide notice to EROM in whatever form (including but not limited to by e-
23 mail, telephone, or in writing) of EROM's failure to make timely payment. EROM shall "Cure,"
24 which means EROM shall have 3 business days from the transmission of said notice to deliver
25 payment. EROM's failure on any occasion to (1) make any payment such that it is received
26 within 14 days of the date due, (2) timely Cure, as set forth in this Section, or (3) on two or more
27 occasions make timely payment pursuant to this Section, shall be deemed a material breach of
28 this Agreement. The requirements of Notice in Section 10, shall not apply to this subsection

1 4.1(f).

2 **5. MODIFICATION OF CONSENT JUDGMENT**

3 This Consent Judgment may be modified only by: (i) Written agreement and stipulation
4 of the Parties and (ii) upon entry of a modified Consent Judgment by the Court. ERC is entitled
5 to reimbursement of all reasonable attorneys' fees and costs regarding any modification
6 requested or initiated by EROM.

7 **6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT JUDGMENT**

8 **6.1** This Court shall retain jurisdiction of this matter to enforce, modify or terminate
9 this Consent Judgment.

10 **6.2** Any Party may, by motion or application for an order to show cause filed with
11 this Court, enforce the terms and conditions contained in this Consent Judgment. The prevailing
12 party in any such motion or application may request that the Court award its reasonable
13 attorneys' fees and costs associated with such motion or application.

14 **6.3** Notwithstanding Section 6.2, No motion to enforce this Judgment or application
15 to show cause may be filed by ERC, unless ERC notifies EROM of the specific acts alleged to
16 breach this Consent Judgment at least thirty (30) days before filing and serving any such motion
17 or application. Any notice to EROM must contain (1) the name of the product; (2) the lead
18 content of the product with a copy of the analytical results and description of the testing
19 methodology; (3) specific dates when the product was sold in California; (4) the store or other
20 place at which the product was purchased; and (5) any other evidence or other support for the
21 allegations in the notice. Should the Parties be unable to resolve the dispute, any Party may seek
22 relief under Section 6.2 of this Consent Judgment.

23 **7. APPLICATION OF CONSENT JUDGMENT**

24 This Consent Judgment shall apply to, be binding upon, and benefit the Parties and their
25 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,
26 divisions, affiliates, franchisees, licensees, customers (excluding private labelers), distributors,
27 wholesalers, retailers, predecessors, successors, and assigns.

28 **8. BINDING EFFECT, CLAIMS COVERED AND RELEASED**

1 **8.1** This Consent Judgment is a full, final, and binding resolution between ERC, on
2 behalf of itself and in the public interest, and EROM, of any alleged violation of Proposition 65
3 or its implementing regulations and fully resolves all claims that have been or could have been
4 asserted in this Action up to and including the Effective Date for failure to provide Proposition
5 65 warnings of exposure to lead from the handling, use or consumption of the Covered Products.
6 ERC, on behalf of itself and in the public interest, hereby releases and forever discharges EROM,
7 JUVO, Lucky Vitamin Corporation, GNC Corporation, GNC Parent Corporation, General
8 Nutrition Centers, Inc., GNC, Inc., GNC Holdings, Inc., and GNC Parent, LLC and their
9 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,
10 divisions, affiliates, suppliers, franchisees, licensees, customers (not including private label
11 customers of EROM), distributors, wholesalers, retailers, and all other downstream entities in the
12 distribution chain of any Covered Product, and the predecessors, successors and assigns of any of
13 them (collectively, "Released Parties"), from all claims for violations of Proposition 65 up
14 through the Effective Date based on exposure to lead from the Covered Products as set forth in
15 the Notices of Violations and the Complaint.

16 **8.2** ERC, on behalf of itself only, hereby releases and discharges the Released Parties
17 from all known and unknown claims for alleged violations of Proposition 65 arising from or
18 relating to alleged exposures to lead in the Covered Products as set forth in the Notices of
19 Violations and the Complaint.

20 **8.3** It is possible that other claims not known to the Parties arising out of the facts
21 alleged in the Notices of Violations or the Complaint and relating to lead in the Covered
22 Products that were manufactured before the Effective Date will develop or be discovered. ERC,
23 on behalf of itself only, acknowledges in this Consent Judgment that the claims released herein
24 may include unknown claims, and nevertheless waives California Civil Code Section 1542 as to
25 any such unknown claims. California Civil Code Section 1542 reads as follows:

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

1 ERC, on behalf of itself only, acknowledges and understands the significance and consequences
2 of this specific waiver of California Civil Code section 1542.

3 **8.4** Compliance with the terms of this Consent Judgment shall constitute compliance
4 by the Released Parties with Proposition 65 with respect to alleged exposures to lead from the
5 Covered Products as set forth in the Notices of Violations.

6 **8.5** ERC, on one hand, and the Released Parties, on the other hand, each release and
7 waive all claims they may have against each other for any statements or actions made or
8 undertaken by them in connection with the Notices of Violations or the Complaint. However,
9 this shall not affect or limit any Party's right to seek to enforce the terms of this Consent
10 Judgment.

11 **9. CONSTRUCTION AND SEVERABILITY**

12 **9.1** The terms and conditions of this Consent Judgment have been reviewed by the
13 respective counsel for the Parties prior to its signing, and each Party has had an opportunity to
14 fully discuss the terms and conditions with its counsel. In any subsequent interpretation or
15 construction of this Consent Judgment, the terms and conditions shall not be construed against
16 any Party.

17 **9.2** In the event that any of the provisions of this Consent Judgment is held by a court
18 to be unenforceable, the validity of the remaining enforceable provisions shall not be adversely
19 affected.

20 **9.3** The terms and conditions of this Consent Judgment shall be governed by and
21 construed in accordance with the laws of the State of California.

22 **10. PROVISION OF NOTICE**

23 All notices required to be given to either Party to this Consent Judgment by the other
24 shall be in writing and sent to the following agents listed below by: (a) first-class, registered, (b)
25 certified mail, (b) overnight courier, or (c) personal delivery to the following

26 **For Environmental Research Center:**

27 Chris Heptinstall
28 Executive Director
Environmental Research Center

1 3111 Camino Del Rio North, Suite 400
San Diego, CA 92108

2 With a copy to:

3 William F. Wraith, Esq.
4 Wraith Law
16485 Laguna Canyon Road, Suite 250
5 Irvine, CA 92618

6 and

7 Karen Evans, Esq.
8 Environmental Research Center
4218 Biona Place
San Diego, CA 92116

9
10 **For EROM**

11 Mihoun Park
12 Erom, Inc.
14630 Industry Cir.
13 La Mirada, CA 90638

14 With a copy to:

15 Youngsoo Lee, Esq.
16 Lee Anav Chung White & Kim LLP
520 S. Grand Ave., Suite 1070
Los Angeles, CA 90071

17
18 **11. CHANGE IN THE LAW/ COMPLIANCE**

19 11.1 Should there be an amendment to Proposition 65 or should OEHHA promulgate
20 regulations that establish a Maximum Allowable Dose Level that is more or less stringent than
21 the current 0.5 micrograms per day, this Consent Judgment shall be deemed modified on the date
22 the amendment becomes final or the regulations become effective to incorporate that new
23 standard into Section 3.

24 11.2 This Consent Judgment shall have no application or effect on EROM for sales of
25 the Covered Products or other products EROM sells only to consumers outside the State of
26 California. Compliance with the terms of this Consent Judgment shall be deemed to constitute
27 compliance regarding alleged exposures to lead in the Covered Products as set forth in the
28 Notices of Violations.

1 **12. COURT APPROVAL**

2 **11.1** Upon execution of this Consent Judgment by the Parties, ERC shall file a Motion
3 for Court Approval. The Parties shall use their best efforts to support entry of this Consent
4 Judgment.

5 **11.2** If the California Attorney General objects to any term in this Consent Judgment,
6 the Parties shall use their best efforts to resolve the concern in a timely manner, and if possible
7 prior to the hearing on the motion.

8 **11.3** If the Court, despite the Parties' best efforts, does not approve this Stipulated
9 Consent Judgment it shall be null and void and have no force or effect.

10 **13. EXECUTION AND COUNTERPARTS**

11 This Stipulated Consent Judgment may be executed in counterparts, which taken together
12 shall be deemed one document. A facsimile or .pdf signature shall be construed as valid and as
13 the original signature.

14 **14. ENTIRE AGREEMENT, AUTHORIZATION**

15 **14.1** This Consent Judgment contains the sole and entire agreement and understanding
16 of the Parties with respect to the entire subject matter herein, and any and all prior discussions,
17 negotiations, commitments and understandings related hereto. No representations, oral or
18 otherwise, express or implied, other than those contained herein have been made by any Party.
19 No other agreements, oral or otherwise, unless specifically referred to herein, shall be deemed to
20 exist or to bind any Party.

21 **14.2** Each signatory to this Consent Judgment certifies that he or she is fully authorized
22 by the Party he or she represents to stipulate to this Consent Judgment. Except as explicitly
23 provided herein, each Party shall bear its own fees and costs.

24 **15. REQUEST FOR FINDINGS AND FOR APPROVAL**

25 **15.1** This Consent Judgment has come before the Court upon the request of the Parties.
26 The Parties request the Court to fully review this Consent Judgment and, being fully informed
27 regarding the matters which are the subject of this Action, to:

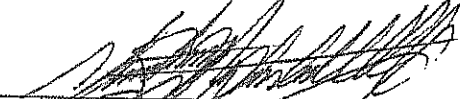
28 (a) Find that the terms and provisions of this Consent Judgment represent a good

1 faith settlement of all matters raised by the allegations of the Complaint, that the matter has been
2 diligently prosecuted, and that the public interest is served by such settlement; and

3 (b) Make the findings pursuant to California Health and Safety Code Section
4 25249.7(f)(4), and approve this settlement and this Consent Judgment.

5
6 **IT IS SO STIPULATED:**

7 **ENVIRONMENTAL RESEARCH CENTER**

8 
9 _____
10 Chris Hepinstall, Executive Director

Dated: 11/20/2013

11
12 **EROM, INC.**

13
14 _____ Dated: _____

15
16 **APPROVED AS TO FORM:**

17
18 **WRAITH LAW**

19
20 _____
21 William F. Wraith
22 Counsel for Environmental Research Center

Dated: _____

23
24 **LEE ANAV CHUNG WHITE & KIM LLP**

25
26 _____
27 Youngsoo Lee
28 Counsel for EROM, Inc.

Dated: _____

1 faith settlement of all matters raised by the allegations of the Complaint, that the matter has been
2 diligently prosecuted, and that the public interest is served by such settlement; and

3 (b) Make the findings pursuant to California Health and Safety Code Section
4 25249.7(f)(4), and approve this settlement and this Consent Judgment.
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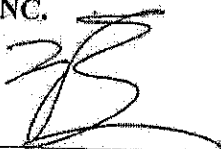
6 **IT IS SO STIPULATED:**

7 **ENVIRONMENTAL RESEARCH CENTER**
8

9 _____
10 Chris Heptinstall, Executive Director

Dated: _____

11 **EROM, INC.**
12

13 

14 _____
15 Jong Il Hong, President

Dated: 11/19/2013

16 **APPROVED AS TO FORM:**
17

18 **WRAITH LAW**
19

20 _____
21 William F. Wraith
22 Counsel for Environmental Research Center

Dated: _____

23 **LEE ANAV CHUNG WHITE & KIM LLP**
24

25 _____
26 Youngsoo Lee
27 Counsel for EROM, Inc.
28

Dated: _____

1 faith settlement of all matters raised by the allegations of the Complaint, that the matter has been
2 diligently prosecuted, and that the public interest is served by such settlement; and

3 (b) Make the findings pursuant to California Health and Safety Code Section
4 25249.7(f)(4), and approve this settlement and this Consent Judgment.

5
6 **IT IS SO STIPULATED:**

7 **ENVIRONMENTAL RESEARCH CENTER**

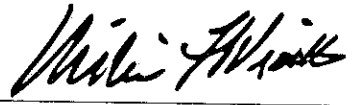
8
9 _____ Dated: _____
10 Chris Heptinstall, Executive Director

11
12 **EROM, INC.**

13
14 _____ Dated: _____
15

16 **APPROVED AS TO FORM:**

17
18 **WRAITH LAW**

19 
20 _____ Dated: 11/23/2013
21 William F. Wraith
22 Counsel for Environmental Research Center

23
24 **LEE ANAV CHUNG WHITE & KIM LLP**

25
26 _____ Dated: _____
27 Youngsoo Lee
28 Counsel for EROM, Inc.

1 faith settlement of all matters raised by the allegations of the Complaint, that the matter has been
2 diligently prosecuted, and that the public interest is served by such settlement; and

3 (b) Make the findings pursuant to California Health and Safety Code Section
4 25249.7(f)(4), and approve this settlement and this Consent Judgment.

5
6 **IT IS SO STIPULATED:**

7 **ENVIRONMENTAL RESEARCH CENTER**

8
9 _____ Dated: _____
10 Chris Heptinstall, Executive Director

11 **EROM, INC.**

12
13
14 _____ Dated: _____
15 Jong Il Hong, President

16 **APPROVED AS TO FORM:**

17
18 **WRAITH LAW**

19
20 _____ Dated: _____
21 William F. Wraith
22 Counsel for Environmental Research Center

23
24 **LEE ANAV CHUNG WHITE & KIM LLP**

25 
26 _____ Dated: 11/25/2013
27 Youngsoo Lee
28 Counsel for EROM, Inc.


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ORDER AND JUDGMENT

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

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: 11-5-14



Judge, Superior Court of the State of California
Judge William D. Claster

EXHIBIT "A"



Environmental Research Center

5694 Mission Center Road #199

San Diego, CA 92108

619.309.4194

April 15, 2011

VIA CERTIFIED MAIL

Current CEO or President
Erom, Inc.
14630 Industry Circle
La Mirada, CA 90638

Changwon Choi
(Erom, Inc.'s Registered Agent
for Service of Process)
14630 Industry Circle
La Mirada, CA 90638

Current CEO or President
JUVO
14630 Industry Circle
La Mirada, CA 90638

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

Re: Notice of Violation against Erom, Inc. and JUVO for Violation of California Health & Safety Code Section 25249.6

Dear Prosecutors:

The Environmental Research Center ("ERC"), the noticing entity is a California corporation whose mission is to safeguard the public from health hazards that impact families, workers and the environment. ERC is dedicated to reducing the use and misuse of hazardous and toxic chemicals, facilitating a safe environment for consumers and

employees and encouraging corporate responsibility. ERC is located at 5694 Mission Center Road, # 199, San Diego, CA 92108. Tel. (619) 309-4194, Executive Director: Chris Heptinstall. Through this Notice of Violation, ERC seeks to reduce exposure to the public from lead that is contained in the named products manufactured and distributed by Erom, Inc. and JUVO

This letter constitutes notification that Erom, Inc. and JUVO located at 14630 Industry Circle La Mirada, CA 90638, have violated the warning requirement of Proposition 65, the Safe Drinking Water and Toxic Enforcement Act (commencing with section 25249.5 of the Health and Safety Code).

In particular, these Companies have manufactured and distributed products that have exposed and continue to expose numerous individuals within California to lead. Lead was listed pursuant to Proposition 65 as a chemical known to cause developmental toxicity, and male and female reproductive toxicity on February 27, 1987. Lead was listed pursuant to Proposition 65 as a carcinogen on October 1, 1992. The time period of these violations commenced one year after the listed dates above, at least since April 15, 2008, as well as every day since the products were introduced in the California marketplace, and will continue every day until clear and reasonable warnings are provided to purchasers and users.

The consumer exposures that are the subject of this notice result from the purchase, acquisition, handling and recommended use of these products by consumers. Accordingly, the primary route of exposure for consumers has been oral through ingestion, but may also occur through the inhalation and/or dermal contact route of exposure.

Erom, Inc. and JUVO are exposing people to lead from the following products:

- Erom Inc. Juvo Slim Natural Raw Meal (600g)
- Erom Inc. Juvo Natural Raw Meal Whole Food (600g)
- Erom Inc. Juvo YogaFood (600g)

Proposition 65 requires that a clear and reasonable warning be provided prior to exposure to certain listed chemicals. Erom, Inc. and JUVO are in violation of Proposition 65 because the Companies failed to provide a warning to persons using their products that they are being exposed to lead. (22 C.C.R. section 12601.) While in the course of doing business, the companies are knowingly and intentionally exposing people to lead without first providing clear and reasonable warning. (Health and Safety Code section 25249.6.) The method of warning should be a warning that appears on the product's label. 22 C.C.R. section 12601 (b)(1) (A).

Proposition 65 requires that notice and intent to sue be given to a violator 60-days before the suit is filed. With this letter, ERC gives notice of the alleged violation to the noticed party and the appropriate governmental authorities. This notice covers all violations of Proposition 65 that are currently known to ERC from 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, and referenced as Appendix A, has been provided to the noticed party.

Based on the allegations set forth in this Notice, ERC intends to file a citizen enforcement action against Erom, Inc. and JUVO unless they agree in an enforceable written instrument to: instrument to: (1) recall or reformulate the listed products so as to eliminate further unwarned exposures to the identified chemicals; and (2) pay an appropriate civil penalty. Consistent with the public interest goals of Proposition 65, ERC is interested in

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

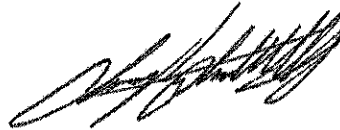
April 15, 2011

Page 3

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, Gideon Kracov, 801 S. Grand Ave., 11th Fl., Los Angeles, CA 90017, 213-629-2071, gk@gideonlaw.net.

Sincerely,



Chris Heptinstall
Executive Director
Environmental Research Center

cc: Karen A. Evans

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to Erom, Inc.; its Registered Agent for Service of Process and JUVO 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 Erom, Inc. and JUVO

I, Gideon Kracov, 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: April 15, 2011

Gideon Kracov, Attorney At Law

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 April 15, 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 CEO or President
Erom, Inc.
14630 Industry Circle
La Mirada, CA 90638

Current CEO or President
JUVO
14630 Industry Circle
La Mirada, CA 90638

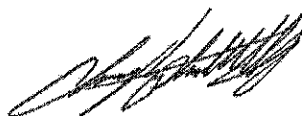
Changwon Choi
(Erom, Inc.'s Registered Agent
for Service of Process)
14630 Industry Circle
La Mirada, CA 90638

On April 15, 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 April 15, 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 April 15, 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
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.*

April 15, 2011

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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

EXHIBIT “B”

WRAITH LAW

16485 LAGUNA CANYON ROAD
SUITE 250
IRVINE, CALIFORNIA 92618
Tel (949) 251-9977
Fax (949) 251-9978

December 10, 2012

NOTICE OF VIOLATIONS OF CALIFORNIA HEALTH & SAFETY CODE SECTION 25249.5 ET SEQ. (PROPOSITION 65)

Dear Alleged Violators and the Appropriate Public Enforcement Agencies:

I represent Environmental Research Center ("ERC"), 3111 Camino Del Rio North, San Diego, CA 92108; Tel. (619) 500-3090. ERC's Executive Director is Chris Heptinstall. 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.

ERC has identified violations of California's Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65"), which is codified at California Health & Safety Code §25249.5 *et seq.*, with respect to the products identified below. These violations have occurred and continue to occur because the alleged Violators identified below failed to provide required clear and reasonable warnings with these products. This letter serves as a notice of these violations to the alleged Violators and the appropriate public enforcement agencies. Pursuant to Section 25249.7(d) of the statute, ERC intends to file a private enforcement action in the public interest 60 days after effective service of this notice unless the public enforcement agencies have commenced and are diligently prosecuting an action to rectify these violations.

General Information about Proposition 65. A copy of a summary of Proposition 65, prepared by the Office of Environmental Health Hazard Assessment, is an attachment with the copy of this letter served to the alleged Violators identified below.

Alleged Violators. The names of the companies covered by this notice that violated Proposition 65 (hereinafter "the Violators") are:

Erom, Inc.
LuckyVitamin Corporation
GNC, Inc.,
GNC Holdings, Inc.
GNC Parent, LLC

Consumer Products and Listed Chemicals. The products that are the subject of this notice and the chemical in those products identified as exceeding allowable levels are:

Erom Inc. Juvo Raw Green Protein Organic Blend - Lead

December 10, 2012

Page 2

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 and lead compounds as chemicals known to cause cancer.

It should be noted that ERC may continue to investigate other products that may reveal further violations and result in subsequent notices of violations.

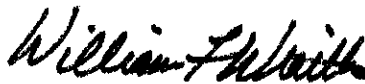
Route of Exposure. The consumer exposures that are the subject of this notice result from the purchase, acquisition, handling and recommended use of these products. Consequently, the primary route of exposure to these chemicals has been and continues to be through ingestion, but may have also occurred and may continue to occur through inhalation and/or dermal contact.

Approximate Time Period of Violations. Ongoing violations have occurred every day since at least December 10, 2009, as well as every day since the products were introduced into the California marketplace, and will continue every day until clear and reasonable warnings are provided to product purchasers and users or until these known toxic chemicals are either removed from or reduced to allowable levels in the products. 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 label. The Violators violated Proposition 65 because it failed to provide persons handling and/or using these products with appropriate warnings that they are being exposed to these chemicals.

Consistent with the public interest goals of Proposition 65 and a desire to have these ongoing violations of California law quickly rectified, ERC is interested in seeking a constructive resolution of this matter that includes an enforceable written agreement by the Violators to: (1) reformulate the identified products so as to eliminate further exposures to the identified chemicals, or provide appropriate warnings on the labels of these products; and (2) pay an appropriate civil penalty. Such a resolution will prevent further unwarned consumer exposures to the identified chemicals, as well as an expensive and time consuming litigation.

ERC has retained me as legal counsel in connection with this matter. **Please direct all communications regarding this Notice of Violations to my attention at the law office address and telephone number indicated on the letterhead.**

Sincerely,



William F. Wraith

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to Erom, Inc., LuckyVitamin Corporation, GNC, Inc., GNC Holdings, Inc., and GNC Parent, LLC and each Registered Agent for Service of Process 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 Erom, Inc., LuckyVitamin Corporation GNC, Inc., GNC Holdings, Inc., and GNC Parent, LLC.

I, William F. Wraith, declare:

1. This Certificate of Merit accompanies the attached 60-day notice in which it is alleged the parties 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 chemicals that are 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 Violators 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: December 10, 2012



William F. Wraith

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. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at Fort Oglethorpe, Georgia.

On December 10, 2012, 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 with the postage fully prepaid for delivery by Certified Mail:

Current CEO or President Erom, Inc. 14630 Industry Circle La Mirada, CA 90638	Seungwoo Ahn (Erom, Inc.'s Registered Agent for Service of Process) 14630 Industry Circle La Mirada, CA 90638	LuckyVitamin Corporation 18 W Mount Kirk Ave Norristown, PA 19403- 1540
Registered Agent of GNC, Inc. 5907 Penn Mall, Room 210 Pittsburgh, PA 15206	Joseph Fortunato President of LuckyVitamin Corporation 300 6 th Ave Pittsburgh, PA 15222	Joseph Fortunato, Member GNC Parent LLC 300 6th Avenue Pittsburgh, PA 15222
Joseph Fortunato, President GNC, Inc. 300 6th Avenue Pittsburgh, PA 15222	National Registered Agents, Inc. (Registered Agent of GNC Parent LLC) 160 Greentree Drive, Suite 101 Dover, DE 19904	Beth Kaplan, President GNC Holdings, Inc. 300 6th Avenue Pittsburgh, PA 15222
GNC Parent LLC 300 6th Avenue Pittsburgh, PA 15222	The Corporation Trust Company (Registered Agent of GNC Holdings Inc.) Corporation Trust Center 1209 Orange Street Wilmington, DE 19801	GNC Parent LLC 300 6th Avenue Pittsburgh, PA 15222

On December 10, 2012, 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 with the postage fully prepaid for delivery by Certified Mail:

Office of the California Attorney General
Prop 65 Enforcement Reporting

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

December 10, 2012

Page 5

1515 Clay Street, Suite 2000
Post Office Box 70550
Oakland, CA 94612-0550

On December 10, 2012, 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 with the postage fully prepaid for delivery by Priority Mail.

Executed on December 10, 2012, in Fort Oglethorpe, Georgia.



Amber Schaub

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

December 10, 2012

Page 6

Service List

District Attorney, Alameda County 1225 Fallon Street, Suite 900 Oakland, CA 94612	District Attorney, Los Angeles County 210 West Temple Street, Suite 18000 Los Angeles, CA 90012	District Attorney, San Diego County 330 West Broadway, Suite 1300 San Diego, CA 92101	District Attorney, Tuolumne County 423 N. Washington Street Sonora, CA 95370
District Attorney, Alpine County P.O. Box 248 Markleeville, CA 96120	District Attorney, Madera County 209 West Yosemite Avenue Madera, CA 93637	District Attorney, San Francisco County 850 Bryant Street, Suite 322 San Francisco, CA 94103	District Attorney, Ventura County 800 South Victoria Ave, Suite 314 Ventura, CA 93009
District Attorney, Amador County 708 Court Street, Suite 202 Jackson, CA 95642	District Attorney, Marin County 3501 Civic Center Drive, Room 130 San Rafael, CA 94903	District Attorney, San Joaquin County 222 E. Weber Ave. Rm. 202 Stockton, CA 95202	District Attorney, Yolo County 301 2 nd Street Woodland, CA 95695
District Attorney, Butte County 25 County Center Drive, Suite 245 Oroville, CA 95965	District Attorney, Mariposa County Post Office Box 730 Mariposa, CA 95338	District Attorney, San Luis Obispo County 1035 Palm St, Room 450 San Luis Obispo, CA 93408	District Attorney, Yuba County 215 Fifth Street, Suite 152 Marysville, CA 95901
District Attorney, Calaveras County 891 Mountain Ranch Road San Andreas, CA 95249	District Attorney, Mendocino County Post Office Box 1000 Ukiah, CA 95482	District Attorney, San Mateo County 400 County Ctr., 3 rd Floor Redwood City, CA 94063	Los Angeles City Attorney's Office City Hall East 200 N. Main Street, Suite 800 Los Angeles, CA 90012
District Attorney, Colusa County 346 Fifth Street Suite 101 Colusa, CA 95932	District Attorney, Merced County 550 W. Main Street Merced, CA 95340	District Attorney, Santa Barbara County 1112 Santa Barbara Street Santa Barbara, CA 93101	San Diego City Attorney's Office 1200 3rd Avenue, Ste 1620 San Diego, CA 92101
District Attorney, Contra Costa County 900 Ward Street Martinez, CA 94553	District Attorney, Modoc County 204 S Court Street, Room 202 Alturas, CA 96101-4020	District Attorney, Santa Clara County 70 West Hedding Street San Jose, CA 95110	San Francisco, City Attorney City Hall, Room 234 1 Dr Carlton B Goodlett PL San Francisco, CA 94102
District Attorney, Del Norte County 450 H Street, Room 171 Crescent City, CA 95531	District Attorney, Mono County Post Office Box 617 Bridgeport, CA 93517	District Attorney, Santa Cruz County 701 Ocean Street, Room 200 Santa Cruz, CA 95060	San Jose City Attorney's Office 200 East Santa Clara Street, 16 th Floor San Jose, CA 95113
District Attorney, El Dorado County 515 Main Street Placerville, CA 95667	District Attorney, Monterey County Post Office Box 1131 Salinas, CA 93902	District Attorney, Shasta County 1355 West Street Redding, CA 96001	
District Attorney, Frcsno County 2220 Tulare Street, Suite 1000 Fresno, CA 93721	District Attorney, Napa County 931 Parkway Mall Napa, CA 94559	District Attorney, Sierra County PO Box 457 Downieville, CA 95936	
District Attorney, Glenn County Post Office Box 430 Willows, CA 95988	District Attorney, Nevada County 110 Union Street Nevada City, CA 95959	District Attorney, Siskiyou County Post Office Box 986 Yreka, CA 96097	
District Attorney, Humboldt County 825 5th Street 4 th Floor Eureka, CA 95501	District Attorney, Orange County 401 West Civic Center Drive Santa Ana, CA 92701	District Attorney, Solano County 675 Texas Street, Ste 4500 Fairfield, CA 94533	
District Attorney, Imperial County 940 West Main Street, Ste 102 El Centro, CA 92243	District Attorney, Placer County 10810 Justice Center Drive, Ste 240 Roseville, CA 95678	District Attorney, Sonoma County 600 Administration Drive, Room 212J Santa Rosa, CA 95403	
District Attorney, Inyo County 230 W. Line Street Bishop, CA 93514	District Attorney, Plumas County 520 Main Street, Room 404 Quincy, CA 95971	District Attorney, Stanislaus County 832 12 th Street, Ste 300 Modesto, CA 95354	
District Attorney, Kern County 1215 Truxtun Avenue Bakersfield, CA 93301	District Attorney, Riverside County 3960 Orange Street Riverside, CA 92501	District Attorney, Sutter County 446 Second Street Yuba City, CA 95991	
District Attorney, Kings County 1400 West Lacey Boulevard Hanford, CA 93230	District Attorney, Sacramento County 901 "G" Street Sacramento, CA 95814	District Attorney, Tehama County Post Office Box 519 Red Bluff, CA 96080	
District Attorney, Lake County 255 N. Forbes Street Lakeport, CA 95453	District Attorney, San Benito County 419 Fourth Street, 2 nd Floor Hollister, CA 95023	District Attorney, Trinity County Post Office Box 310 Weaverville, CA 96093	
District Attorney, Lassen County 220 South Lassen Street, Ste. 8 Susanville, CA 96130	District Attorney, San Bernardino County 316 N. Mountain View Avenue San Bernardino, CA 92415-0004	District Attorney, Tulare County 221 S. Mooney Blvd., Room 224 Visalia, CA 93291	