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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 Plaintiffs,)

18 vs.)

19 BRONSON NUTRITIONALS, LLC dba)
20 BRONSON LABORATORIES and DOES)
21 1-50, Inclusive,)

22 Defendants,)

23 **Case No.: 30-2013-00626290-CU-MC-CJC**

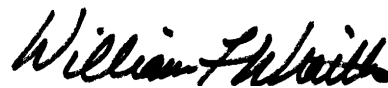
24 **NOTICE OF ENTRY OF JUDGMENT**

25 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

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

Dated: December 22, 2014

WRAITH LAW



By: _____
WILLIAM F. WRAITH
Attorney for Plaintiff

EXHIBIT 1

12/03/2014 at 05:11:04 PM

Clerk of the Superior Court
By Amy Van Arkel, Deputy Clerk

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15 Attorney for Defendant
16 BRONSON NUTRITIONALS, LLC
17 dba BRONSON LABORATORIES

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

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

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24 vs.

25 BRONSON NUTRITIONALS, LLC dba
26 BRONSON LABORATORIES and DOES
27 1-50, Inclusive,

28 Defendants,

Case No.: 30-2013-00626290-CU-MC-CJC

Judge: Hon. Andrew P. Banks

~~[PROPOSED]~~ STIPULATED CONSENT
JUDGMENT; ~~[PROPOSED]~~ ORDER

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

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

DEC 17 2014

ALAN CARLSON, Clerk of the Court

Alan Carlson
BY M NAKATA

1 **1. INTRODUCTION**

2 **1.1** This Action arises out of the alleged violations of California’s Safe Drinking
3 Water and Toxic Enforcement Act of 1986, California Health and Safety Code Section 25249.5
4 *et seq.* (also known as and herein after referred to as “Proposition 65”) regarding the following
5 products (hereinafter collectively the “Covered Products” or “Covered Product” to refer to a
6 single product):

- 7 1) Bronson Laboratories Astragalus Root
- 8 2) Bronson Laboratories Sound A Sleep
- 9 3) Bronson Laboratories Chondroitin and Glucosamine
- 10 4) Bronson Laboratories NeOpuntia
- 11 5) Bronson Laboratories Carb Care
- 12 6) Bronson Laboratories Bronson Memory Formula
- 13 7) Bronson Laboratories Pressur-Lo
- 14 8) Bronson Laboratories Colon Care
- 15 9) Bronson Laboratories Cinnamon
- 16 10) Bronson Laboratories Psyllium Husk Powder

17 **1.2** Plaintiff Environmental Research Center, Inc. (“ERC”) is a California non-profit
18 corporation acting as a private enforcer of Proposition 65 that is dedicated to, among other
19 causes, helping safeguard the public from health hazards by reducing the use and misuse of
20 hazardous and toxic chemicals, facilitating a safe environment for consumers and employees,
21 and encouraging corporate responsibility. ERC brings this Action in the public interest pursuant
22 to California Health and Safety Code Section 25249.7.

23 **1.3** Defendant BRONSON NUTRITIONALS, LLC is a Utah Limited Liability
24 Company doing business as BRONSON LABORATORIES (collectively referred to hereinafter
25 as “BRONSON”). BRONSON manufactures, distributes and sells the Covered Products.

26 **1.4** ERC and BRONSON are hereinafter sometimes referred to individually as a
27 “Party” or collectively as the “Parties.”

28 **1.5** On March 8, 2012, pursuant to California Health and Safety Code Section

1 25249.7(d)(1), ERC served a Notice of Violations of Proposition 65 (“Notice of Violations”) on
2 the California Attorney General, other public enforcers, and BRONSON. A true and correct copy
3 of the Notice of Violations is attached hereto as Exhibit A.

4 1.6 After more than sixty (60) days passed since service of the Notice of Violations,
5 and no designated governmental agency filed a complaint against BRONSON with regard to the
6 Covered Products or the alleged violations, ERC filed the Complaint in this Action (the
7 “Complaint”) for injunctive relief and civil penalties. The Complaint is based on the allegations
8 in the Notice of Violations.

9 1.7 The Complaint and the Notice of Violations each allege that BRONSON.
10 manufactured, distributed, and/or sold in California the Covered Products, which contain lead, a
11 chemical listed under Proposition 65 as a carcinogen and reproductive toxin, and expose
12 consumers at a level requiring a Proposition 65 warning. They further allege that use of the
13 Covered Products exposes persons in California to lead without first providing clear and
14 reasonable warnings, in violation of California Health and Safety Code Section 25249.6.
15 BRONSON denies all material allegations of the Notice of Violations and the Complaint, asserts
16 numerous affirmative defenses, and specifically denies that the Covered Products require a
17 Proposition 65 warning or otherwise cause harm to any person.

18 1.8 The Parties enter into this Consent Judgment in order to settle, compromise and
19 resolve disputed claims and avoid prolonged and costly litigation. Nothing in this Consent
20 Judgment, nor compliance with its terms, shall constitute or be construed as an admission by any
21 of the Parties, or by any of their respective officers, directors, shareholders, employees, agents,
22 parent companies, subsidiaries, divisions, affiliates, suppliers, franchisees, licensees, distributors,
23 wholesalers, or retailers, of any fact, conclusion of law, issue of law, violation of law, fault,
24 wrongdoing, or liability, including without limitation, any admission concerning any alleged
25 violation of Proposition 65. Except as expressly set forth herein, nothing in this Consent
26 Judgment shall prejudice, waive, or impair any right, remedy, argument, or defense the Parties
27 may have in any other or future legal proceeding unrelated to these proceedings. However,
28 nothing in this Section shall affect the enforceability of this Consent Judgment.

1 **1.9.** The "Effective Date" of this Consent Judgment shall be the date this Consent
2 Judgment is entered by the Court.

3 **2. JURISDICTION AND VENUE**

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

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

9 **3.1 Clear and Reasonable Warnings**

10 On and after the Effective Date of this Consent Judgment, BRONSON shall be
11 permanently enjoined from Distributing into California, manufacturing for sale in California,
12 and/or directly selling to a consumer in the State of California any Covered Product for which
13 the maximum dose recommended on the label contains more than 0.5 micrograms (mcg) of lead,
14 as calculated in accordance with the formula set forth in Section 3.6 and pursuant to the testing
15 done in accordance with Section 3.8, unless BRONSON complies with at least one of the
16 required warning methods set forth in Section 3.1 through Section 3.5. The term "Distributing
17 into California" means to ship any of the Covered Products into California for sale in California,
18 or to sell or provide any of the Covered Products to any person or entity that BRONSON knows
19 will sell or intends to sell any of the Covered Products in California.

20 In all warning methods contained in Section 3.2 through Section 3.5 below, the Warning
21 shall be provided with such conspicuousness, as compared with other words, statements, designs,
22 or devices on the container, labeling, webpage, catalog page, invoice, insert, or in the store as to
23 render it likely to be read and understood by an ordinary individual under customary conditions
24 of purchase or use. In all warning methods, no other statements may accompany the Warning,
25 except that BRONSON may refer consumers to a single website for further information and may
26 indicate by reference to an identifier, such as "P65," to which products the Warning applies. The
27 Warning shall be at least the same size as the largest of any other health or safety warnings on
28 the container, labeling, webpage, catalog page, invoice, or insert, as applicable, and the word

1 "WARNING" shall be in all capital letters and in bold print. The Warning shall be contained in
2 the same section of the container, labeling, webpage, catalog page, invoice, or insert, as
3 applicable, which states other safety warnings concerning the use of the Covered Product.

4 3.2 The Warning Language.

5 The warning language shall be one of the following:

6 **[California Proposition 65] WARNING [(California Proposition 65)]** This
7 product contains [lead,] [a] chemical[s] known [to the State of California] to
8 cause [cancer and] birth defects or other reproductive harm.

9 **[California Proposition 65] WARNING [(California Proposition 65)]** This
10 product contains [lead,] [a] substance[s] known [to the State of California] to
11 cause [cancer and] birth defects or other reproductive harm.

12 The text in brackets in the warnings above is optional. The words "cancer and" shall be included
13 in the warning only if the maximum recommended dose stated on the Covered Product's label
14 contains more than 15 micrograms (mcg) of lead as calculated in accordance with the formula set
15 forth in Section 3.6 below.

16 3.3 Warning Method (Store Warning)

17 For sales in retail stores, the Warning shall be provided by either of the following
18 methods, (1) Identifying Signs and Designated Symbol in Retail Stores, or (2) Other Clear and
19 Reasonable Warnings in Retail Stores, below:

20 (1) *Identifying Signs and Designated Symbol in Retail Stores.* In retail stores, the
21 Warning may be provided through the use of a system that combines both a designated symbol
22 and an identifying sign that explains the meaning of the designated symbol or a sign. The
23 designated symbol ("Symbol") shall be the Symbol shown on Exhibit B and shall appear as
24 shown on Exhibit B, with black "Prop 65" and "!" text, black border, and yellow background,
25 wherever it is displayed.

26 (A) *Covered Products Displayed in Retail Stores: Signs.*

27 (i) Form of Sign. A Sign shall be rectangular and at least 5 inches x 7
28 inches in size, with the word "WARNING" centered one-half of an inch from the top of the sign

1 office for all distributors and retail establishments with whom BRONSON transacts business for
2 sale of the Covered Products in California that require a warning. BRONSON shall provide
3 Signs and instructions by letter ("Warning Instruction Letter," Exhibit C) to the central
4 purchasing office of each distributor or retailer with whom BRONSON transacts business and
5 that offers any of the Covered Products for sale in California retail stores, requiring such retailers
6 to post the Signs as described in Section 3.3(1)(A)(ii) above. The Warning Instruction Letter
7 shall request such retailers to respond with a written acknowledgement that the Signs will be
8 posted within 30 days of receipt of the Warning Instruction Letter. BRONSON shall send a
9 follow-up communication ("Follow-Up Warning Instruction Letter," Exhibit D) to entities who
10 were sent the original instructions and who did not return a timely acknowledgment. The Signs,
11 Warning Instruction Letters, and Follow-Up Warning Instruction Letters shall be delivered in
12 person or via a shipping method that is traceable to ensure retailers received the information.
13 BRONSON shall maintain files demonstrating compliance with this provision, including the
14 communications sent and receipts of any acknowledgments from retailers and distributors, which
15 BRONSON shall provide to ERC upon written request. If BRONSON learns that any retailer
16 offering any of the Covered Products for sale in any California retail store does not return an
17 acknowledgement to the Warning Instruction Letter and Follow-Up Warning Instruction Letter
18 within 30 days of receiving the Follow-Up Warning Instruction Letter, or a retailer or distributor
19 is failing to post or maintain the Sign in accordance with subsection (ii) above, then BRONSON
20 shall within 5 business days stop providing Covered Products to such retailer, distributor, or
21 other person until it verifies that compliance with the terms of subsection (ii) above is achieved.

22 (iv) If BRONSON complies with the terms of subsection (iii) above, it
23 shall not be found to have violated this Consent Judgment where a retail store, distributor, or
24 other person fails to post or maintain the Sign in accordance with this Consent Judgment.

25 (B) *Covered Products Sold in Retail Stores: Symbol.* The Symbol shall be
26 prominently displayed with such conspicuousness, as compared with other words, statements,
27 designs, or devices used at the point the Covered Product is offered for sale, as to render the
28 Symbol likely to be seen by an ordinary individual prior to purchase. The Symbol shall be

1 permanently affixed to or printed on (at the point of manufacture, prior to shipment to California,
2 or prior to distribution within California) the outside packaging or container of each unit of the
3 Covered Product, in which case the Symbol must be at least as tall as the largest letter in any
4 other health or safety warning on that product label. In no case shall the text "Prop 65" and "!"
5 be less than one-quarter inch (0.25 inch) high.

6 (2) *Other Clear and Reasonable Warnings in Retail Stores.* In stores not using the
7 Identifying Signs and Designated Symbol in Retail Stores system described above in Section
8 3.3(1), the Warning set forth in Section 3.2 may be provided by signs placed and displayed in a
9 manner rendering them likely to be read and understood by an ordinary individual prior to
10 purchase. Signs containing the warning set forth in Section 3.2 shall be posted in each aisle or on
11 each shelf or display where the Covered Products for which the warning is being provided are
12 offered or displayed for sale, unless the retail establishment has less than 7,500 square feet of
13 retail space, in which case the Sign may be posted at each cash register and shall not be
14 obscured. Any sign pursuant to this subsection shall be substantially identical to the sign attached
15 as Exhibit F (but names of Covered Products may change so as to list only those Covered
16 Products which require a warning). The sign must be rectangular and at least 5 inches x 7 inches,
17 with the word "WARNING" in bold and entered one-half of an inch from the top of the sign all
18 in one-half inch capital letters. For the body of the warning message, left and right margins of at
19 least one-half of an inch, and a bottom margin of at least one-half inch shall be observed. Larger
20 signs shall bear substantially the same proportions of type size and spacing to sign dimension as
21 a sign that is 5 inches x 7 inches in size. Each sign shall name each Covered Product that requires
22 the Warning pursuant to Section 3.1. If BRONSON warns under this Section 3.3(1)(B)(2), for
23 any retail store not operated by BRONSON, then BRONSON shall provide the sign to the retail
24 store, send the Warning Instruction Letter, and comply with all other requirements under Section
25 3.3(1)(A)(iii) above.

26 **3.4 Warning Method No. 3 (Website Warning)**

27 The Warning stated in Section 3.2 shall be given in conjunction with all sales of the
28 Covered Products via the Internet, and such Warning shall appear in one of the following ways:

1 (a) on the same web page on which the Covered Product is displayed; (b) on the same web page
2 as the order form for the Covered Product; (c) on the same page as the price for any Covered
3 Product; (d) on one or more web pages displayed to a purchaser during the checkout process; (e)
4 an "Insert Warning" as defined below; or (f) an "Invoice Warning" as defined below. The
5 Warning stated in Section 3.2 shall be used and shall appear in any of the above instances
6 adjacent to or immediately following the display, description, or price of the Covered Product for
7 which it is given, in the same type size or larger than the text of the Covered Product's
8 description.

9 Insert Warning: Where the Covered Product is being shipped to a consumer in California
10 and may be returned by the consumer for a full refund with no extra charge or shipping or
11 handling fee, the warning stated in Section 3.2 may be displayed on the invoice or other package
12 insert that accompanies each box of Covered Products going to a consumer in California. The
13 insert warning shall be a minimum of 5 inches x 7 inches, shall name each Covered Product in
14 the shipment that requires a Warning, and shall be substantially identical to the insert warning
15 attached as Exhibit F (but the names of Covered Products may change so as to list only those
16 Covered Products which require a Warning). The Insert Warning shall state the name(s) of the
17 products subject to the Warning, or a list of all of the Covered Products, unless all products in the
18 shipment require the Warning. No other statements about Proposition 65 or lead may accompany
19 the Warning on the invoice or other package insert, except that BRONSON may refer consumers
20 to a single website for further information. Any Warning printed on an insert or invoice must be
21 in a type size at least as tall as the largest letter in the name of the Covered Product printed on the
22 invoice.

23 Invoice Warning: Where the Covered Product may be returned by the consumer for a full
24 refund with no extra charge or shipping or handling fee, the Warning may be displayed on an
25 invoice that accompanies the shipment of the Covered Product. The Warning shall be displayed
26 with such conspicuousness, as compared with other words, statements, designs, or devices on the
27 invoice, as to render it likely to be read and understood by an ordinary individual prior to use.
28 The word "WARNING" shall be in all capital letters and in bold print. No other statements about

1 Proposition 65 or lead may accompany the warning, except that BRONSON may refer
2 consumers to a single website for further information and/or BRONSON may indicate by
3 reference to an identifier, such as "P65," to which products the Warning applies.

4 A Warning printed on an invoice must be in a type size that is 1) at least as tall as the largest
5 letter or numeral in the name of the Covered Product printed on the invoice, or 2) at least as tall
6 as the largest of any other health or safety warnings on the invoice, whichever is larger. The
7 Invoice Warning shall be substantially identical to the invoice warning attached as Exhibit G.

8 **3.5 Warning Method No. 4 (Printed Catalog)**

9 For Covered Products sold to California consumers through a printed catalog, the
10 Warning shall be prominently displayed on each catalog page that contains a description of the
11 ingredients or attributes of the Covered Product. Where the Covered Product may be returned by
12 the consumer for a full refund with no extra charge or shipping or handling fee, the Warning may
13 alternatively be displayed on the invoice or other package insert as pursuant to Section 3.4 and as
14 attached in Exhibit F and Exhibit G (but names of Covered Products may change so as to list
15 only those Covered Products which require a Warning).

16 **3.6 Calculation of Lead Levels**

17 As used in this Consent Judgment, lead levels are calculated pursuant to the testing
18 protocol described in Section 3.8. For purposes of this Consent Judgment, daily lead exposure
19 levels shall be measured in micrograms, and shall be calculated using the following formula:
20 Micrograms of lead per gram of product, multiplied by grams per serving of the product (using
21 the largest serving size appearing on the Covered Product's label), multiplied by servings of the
22 product per day (using the largest number of servings in the recommended dosage appearing on
23 the Covered Product's label), which equals micrograms of lead exposure per day.

24 **3.7 Reformulated Covered Products**

25 A Reformulated Covered Product is one for which the maximum recommended daily
26 serving on the label contains no more than 0.5 micrograms of lead per day.

27 **3.8 Testing and Quality Control Methodology**

28 (a) Bronson shall conduct testing of the Covered Products for a minimum of four (4)

1 consecutive years.

2 (b) All testing for lead required by this Consent Judgment shall be performed using
3 Inductively Coupled Plasma-Mass Spectrometry ("ICP-MS") or any other testing method
4 subsequently agreed to in writing by the Parties. The testing requirement of this Consent
5 Judgment does not apply to any of the Covered Products for which BRONSON has provided the
6 warning specified in Section 3.2.

7 (c) After the Effective Date, on at least one occasion and prior to December 31, 2014,
8 BRONSON shall test three (3) randomly selected samples of each of the Covered Products (in
9 the form intended for sale to the end-user) for lead content. The highest lead detection result of
10 the randomly selected samples from each lot of the Covered Products tested pursuant this
11 subsection will be controlling for each lot of the Covered Product tested. The testing called for
12 by this subsection (c) shall be performed by an independent third-party laboratory certified by
13 the California Environmental Laboratory Accreditation Program, or a laboratory that is
14 registered with the United States Food & Drug Administration.

15 (d) After completing the testing required by subsection 3.8(c), BRONSON may elect
16 to perform the testing for the remaining time period, set forth in subsection 3.8(a), by testing one
17 of the randomly selected samples of each manufactured lot of the Covered Products (in the form
18 intended for sale to the end-user) for lead content in an in-house laboratory that uses testing
19 equipment that is properly maintained and calibrated. The lead detection result of the randomly
20 selected samples from each lot of the Covered Products tested pursuant this subsection will be
21 controlling for each lot of the Covered Product tested.

22 (e) BRONSON shall retain all test results and documentation for a period of four (4)
23 years from the date of each test. BRONSON shall arrange for the laboratory conducting the
24 testing specified in Section 3.8(c) to send the test results to ERC within 10 days of conducting
25 each test. For testing conducted pursuant to subsection 3.8(d), BRONSON shall send such test
26 results to ERC on or before the yearly anniversary of the Effective Date for a period of four (4)
27 years after the Effective Date.

28 (f) The randomly selected samples of each Covered Product tested pursuant to

1 Section 3.8 shall be from those Covered Products which BRONSON intends to sell or is
2 manufacturing for sale in California, directly selling to a consumer in California, or Distributing
3 into California. If tests conducted pursuant to Section 3.8 demonstrate that no warning is
4 required for a Covered Product during each of four (4) consecutive years, then the testing
5 requirements of this Section 3.8 will no longer be required as to that Covered Product. However,
6 if during or after the four (4) year period, BRONSON changes ingredient suppliers for any of the
7 Covered Products and/or reformulates any of the Covered Products, BRONSON shall test that
8 Covered Product as required by Section 3.8(d) for at least four (4) consecutive years after such
9 change is made.

10 (g) Nothing in this Consent Judgment shall limit BRONSON's ability to conduct, or
11 require that others conduct, additional testing of the Covered Products, including the raw
12 materials used in their manufacture.

13 (h) All testing pursuant to Section 3.8 that BRONSON releases to ERC shall be
14 maintained confidentially by ERC and shall not be published, disseminated, or publically
15 released by ERC, except as required by law.

16 4. SETTLEMENT PAYMENT

17 4.1 BRONSON shall make a total payment of \$62,500.00 ("Payment"). The Payment
18 shall be made in three equal installments. The first installment of the Payment, in the amount of
19 \$20,833.33, is due within 10 days of the Effective Date. The second installment of the Payment,
20 in the amount of \$20,833.33, is due within 40 days of the Effective Date. The third installment of
21 the Payment, in the amount of \$20,833.34, is due within 70 days of the Effective Date. Each
22 installment of the Payment shall be in the form of a check sent to counsel for ERC, William F.
23 Wraith, Wraith Law, 16485 Laguna Canyon Road, Suite 250, Irvine, California, 92618 and shall
24 be delivered on or before the deadline set forth herein for that installment. The checks shall be
25 made payable to "Wraith Law Client Trust Account." Wraith Law shall allocate the Payment as
26 follows:

27 4.2 \$8,220.00 as civil penalties pursuant to California Health and Safety Code Section
28 25249.7(b)(1). Of this amount, \$6,165.00 shall be payable to the Office of Environmental Health

1 Hazard Assessment ("OEHHA"), and \$2,055.00 shall be payable to ERC. (Cal. Health & Safety
2 Code § 25249.12(c)(1) & (d)). ERC's counsel will forward the civil penalty to OEHHA.

3 4.3 \$14,991.00 payable to ERC as reimbursement to ERC for reasonable costs
4 associated with the enforcement of Proposition 65 and other costs incurred as a result of work in
5 bringing this Action.

6 4.4 \$24,659.00 payable to ERC in lieu of further civil penalties, for the day-to-day
7 business activities such as (1) continued enforcement of Proposition 65, which includes work,
8 analysis and testing of consumer products that may contain Proposition 65 chemicals, focusing
9 on the same or similar type of ingestible products that are the subject matter of the current
10 Action; (2) the continued monitoring of past consent judgments and settlements to ensure
11 companies are complying with Proposition 65; and (3) giving a donation of \$1,230.00 to As You
12 Sow to address reducing toxic chemical exposures in California.

13 4.5 \$14,630.00 payable to William F. Wraith as reimbursement of ERC's attorney's
14 fees and attorney's costs.

15 4.6 BRONSON's failure to remit payment before its due date shall be deemed a
16 material breach of this Agreement.

17 5. MODIFICATION OF CONSENT JUDGMENT

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

22 6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT JUDGMENT

23 6.1 This Court shall retain jurisdiction of this matter to enforce, modify or terminate
24 this Consent Judgment.

25 6.2 In the event a dispute arises with respect to any Party's compliance with the terms
26 and/or conditions of this Consent Judgment after its entry by the Court, the Party seeking
27 compliance of another Party shall make a good faith attempt to resolve the dispute by conferring
28 with the other Party in person, by telephone or by written communication before seeking relief

1 from the Court. If the dispute is not resolved after such an attempt, this Consent Judgment may
2 be enforced in this Court pursuant to Code of Civil Procedure § 664.4 or any other valid
3 provision of the law. The prevailing party in any such dispute brought to this Court for
4 resolution shall be awarded all reasonable costs and attorney's fees. As used in the preceding
5 sentence, the term "prevailing party" means a party who is successful in obtaining relief more
6 favorable to it than the relief the other party was agreeable to providing during the Parties' good
7 faith attempt to resolve the dispute that is the subject of such an enforcement proceeding.

8 **7. APPLICATION OF CONSENT JUDGMENT**

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

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

14 **8.1** ERC on behalf of itself, its agents, officers, representatives, successors, and
15 assigns, and in the public interest releases (a) BRONSON and its past and present parent
16 companies, subsidiaries, affiliates, and divisions; (b) each of their respective licensors, licensees,
17 franchisors, franchisees, joint venturers, partners, vendors, manufacturers, packagers,
18 contractors, and finished product and ingredient suppliers; (c) each of their respective
19 distributors, wholesalers, retailers, users, packagers and all other entities in the distribution chain
20 of the Covered Products; and (d) each of the respective officers, directors, shareholders,
21 employees, and agents of the persons and entities described in (a) through (c) above (the persons
22 and entities identified in (a), (b), (c), and (d), above, including the predecessors and assigns of
23 any of them, are collectively referred to as "the Released Parties") from all claims for violations
24 of Proposition 65 up through the Effective Date based on exposure to lead from the Covered
25 Products as set forth in the Notice of Violations and the Complaint. The Released Parties does
26 not include private label customers of BRONSON.

27 **8.2** ERC, on behalf of itself only, hereby releases and discharges BRONSON from all
28 known and unknown claims for alleged violations of Proposition 65 arising from or relating to

1 alleged exposures to lead or lead compounds in the Covered Products as set forth in the Notice of
2 Violations and the Complaint. It is possible that other claims not known to the Parties arising out
3 of the facts alleged in the Notice of Violations or the Complaint and relating to lead in the
4 Covered Products that were manufactured before the Effective Date will develop or be
5 discovered. ERC, on behalf of itself only waives California Civil Code Section 1542, which
6 reads as follows:

7 **“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE**
8 **CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
9 **FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN**
10 **BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER**
11 **SETTLEMENT WITH THE DEBTOR.”**

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

14 **8.3** Compliance with the terms of this Consent Judgment shall be deemed to
15 constitute compliance by any Released Party with Proposition 65 regarding alleged exposures to
16 lead and lead compounds in the Covered Products as set forth in the Notice of Violations and the
17 Complaint.

18 **8.4** ERC, on one hand, and BRONSON, on the other hand, each release and waive all
19 claims they may have against each other and their respective officers, directors, employees,
20 agents, representatives, and attorneys for any statements or actions made or undertaken by them
21 or their respective officers, directors, employees, agents, representatives, and attorneys in
22 connection with the Notice of Violations or this Action.

23 **9. CONSTRUCTION AND SEVERABILITY**

24 **9.1** The terms and conditions of this Consent Judgment have been reviewed by the
25 respective counsel for the Parties prior to its signing, and each Party has had an opportunity to
26 fully discuss the terms and conditions with its counsel. In any subsequent interpretation or
27 construction of this Consent Judgment, the terms and conditions shall not be construed against
28 any Party.

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

1 affected.

2 **9.3** The terms and conditions of this Consent Judgment shall be governed by and
3 construed in accordance with the laws of the State of California.

4 **10. PROVISION OF NOTICE**

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

8 **For Environmental Research Center**
9 Chris Heptinstall, Executive Director
10 Environmental Research Center
11 3111 Camino Del Rio North, Suite 400
12 San Diego, CA 92108

13 William F. Wraith, Esq.
14 Wraith Law
15 16485 Laguna Canyon Road, Suite 250
16 Irvine, CA 92618

17 **For BRONSON NUTRITIONALS dba BRONSON LABORATORIES**

18 MONTY AGARWAL, ESQ.
19 ARNOLD & PORTER LLP
20 Three Embarcadero Center, 7th Floor
21 San Francisco, CA 94111

22 With a copy to:

23 ERIC HERSHBERGER, ESQ.
24 7650 Rivers Edge Drive, Suite 100
25 Columbus, Ohio 43235

26 **11. COURT APPROVAL**

27 **11.1** Upon execution of this Consent Judgment by the Parties, ERC shall notice a
28 Motion for Court Approval. The Parties shall use their best efforts to support entry of this
Consent Judgment.

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

1 **11.3** If this Stipulated Consent Judgment is not approved by the Court despite the
2 Parties' best efforts, it shall be null and void and have no force or effect.

3 **12. EXECUTION AND COUNTERPARTS**

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

7 **13. ENTIRE AGREEMENT, AUTHORIZATION**

8 **13.1** This Consent Judgment contains the sole and entire agreement and understanding
9 of the Parties with respect to the entire subject matter herein, and any and all prior discussions,
10 negotiations, commitments and understandings related hereto. No representations, oral or
11 otherwise, express or implied, other than those contained herein have been made by any Party.
12 No other agreements, oral or otherwise, unless specifically referred to herein, shall be deemed to
13 exist or to bind any Party.

14 **13.2** Each signatory to this Consent Judgment certifies that he or she is fully authorized
15 by the Party he or she represents to stipulate to this Consent Judgment. Except as explicitly
16 provided herein, each Party shall bear its own fees and costs.

17 **14. REQUEST FOR FINDINGS AND FOR APPROVAL**

18 **14.1** This Consent Judgment has come before the Court upon the request of the Parties.
19 The Parties request the Court to fully review this Consent Judgment and, being fully informed
20 regarding the matters which are the subject of this Action, to:

21 (a) Find that the terms and provisions of this Consent Judgment represent a good
22 faith settlement of all matters raised by the allegations of the Complaint, that the matter has been
23 diligently prosecuted, and that the public interest is served by such settlement; and

24 (b) Make the findings pursuant to California Health and Safety Code section
25 25249.7(f)(4), and approve the Settlement, and this Consent Judgment.

26
27 **IT IS SO STIPULATED:**

28

1 ENVIRONMENTAL RESEARCH CENTER

2 
3 _____
4 Chris Hertenstein, Executive Director

Dated: 1/24/2014

5 BRONSON NUTRITIONALS, LLC dba BRONSON LABORATORIES

6 _____
7 _____
8 Steve Welling, Chief Operating Officer

Dated: _____

9 APPROVED AS TO FORM:

10 WRAITH LAW

11 _____
12 _____
13 William F. Wraith
14 Counsel for Environmental Research Center

Dated: _____

16 ARNOLD & PORTER LLP

17 _____
18 _____
19 Monty Agarwal
20 Counsel for Bronson Nutritionals, LLC dba
21 Bronson Laboratories

Dated: _____

1 ENVIRONMENTAL RESEARCH CENTER

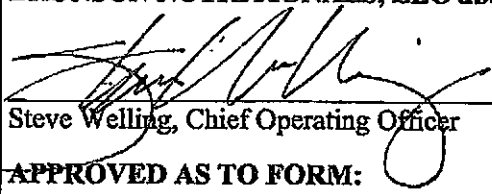
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3 _____
4 Chris Heptinstall, Executive Director

Dated: _____

5 BRONSON NUTRITIONALS, LLC dba BRONSON LABORATORIES

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7 
8 Steve Welling, Chief Operating Officer

Dated: 24 Jan 2014

9 APPROVED AS TO FORM:

10

11 WRAITH LAW

12

13 _____
14 William F. Wraith
15 Counsel for Environmental Research Center

Dated: _____

16 ARNOLD & PORTER LLP

17

18 _____
19 Monty Agarwal
20 Counsel for Bronson Nutritionals, LLC dba
21 Bronson Laboratories

Dated: _____

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ENVIRONMENTAL RESEARCH CENTER

Chris Heptinstall, Executive Director

Dated: _____

BRONSON NUTRITIONALS, LLC dba BRONSON LABORATORIES

Steve Welling, Chief Operating Officer

Dated: _____

APPROVED AS TO FORM:

WRAITH LAW



William F. Wraith
Counsel for Environmental Research Center

Dated: 11/24/2014

ARNOLD & PORTER LLP

Monty Agarwal
Counsel for Bronson Nutritionals, LLC dba
Bronson Laboratories

Dated: _____

1 ENVIRONMENTAL RESEARCH CENTER

2

3 _____ Dated: _____
4 Chris Heptinstall, Executive Director

5 BRONSON NUTRITIONALS, LLC dba BRONSON LABORATORIES

6

7 _____ Dated: _____
8 Steve Welling, Chief Operating Officer

9 APPROVED AS TO FORM:

10 WRAITH LAW

11

12 _____ Dated: _____
13 William F. Wraith
14 Counsel for Environmental Research Center

15

16 ARNOLD & PORTER LLP

17

18 _____ Dated: 01/28/2014
19 Monty Agarwal
20 Counsel for Bronson Nutritionals, LLC dba
21 Bronson Laboratories

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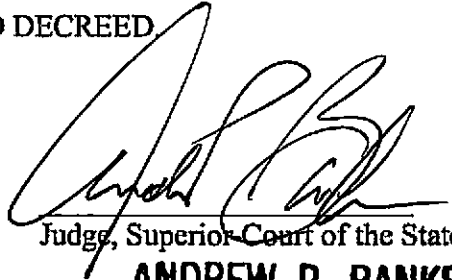
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ORDER AND JUDGMENT

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: 12/17/14



Judge, Superior Court of the State of California
ANDREW P. BANKS

EXHIBIT A: Notice of Violations

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EXHIBIT
A

WRAITH LAW

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

March 8, 2012

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

Dear Alleged Violator 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 Violator 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 Violator 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 Violator identified below.

Alleged Violator. The name of the company covered by this notice that violated Proposition 65 (hereinafter "the Violator") is:

Bronson Nutritionals, LLC d/b/a Bronson Laboratories

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

Bronson Laboratories Astragalus Root - Lead
Bronson Laboratories Sound A Sleep - Lead
Bronson Laboratories Chondroitin and Glucosamine - Lead
Bronson Laboratories NeOpuntia - Lead
Bronson Laboratories Carb Care - Lead
Bronson Laboratories Bronson Memory Formula - Lead
Bronson Laboratories Pressur-Lo - Lead

Bronson Laboratories Colon Care - Lead
Bronson Laboratories Cinnamon - Lead
Bronson Laboratories Psyllium Husk Powder - 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 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 March 8, 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 Violator 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 Violator 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 Bronson Nutritionals, LLC d/b/a Bronson Laboratories and its 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 Bronson Nutritionals, LLC d/b/a Bronson Laboratories

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 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 8, 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 March 8, 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
Bronson Laboratories
350 S 400 W #102
Lindon, UT 84042

Current CEO or President
Bronson Nutritionals, LLC
70 Commerce Drive
Hauppauge, NY 11788

Derek Price
(Bronson Laboratories' Registered
Agent for Service of Process)
350 S 400 W #102
Lindon, UT 84042

On March 8, 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
1515 Clay Street, Suite 2000
Post Office Box 70550
Oakland, CA 94612-0550

On March 8, 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 March 8, 2012, in Fort Oglethorpe, Georgia.



Amber Schaub

Service List

District Attorney, Alameda County 1225 Fallon Street, Room 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, Room 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, Room 322 San Francisco, CA 94103	District Attorney, Ventura County 800 South Victoria Avenue Ventura, CA 93009
District Attorney, Amador County 708 Court Street, #202 Jackson, CA 95642	District Attorney, Marin County 3501 Civic Center Drive, Room 130 San Rafael, CA 94903	District Attorney, San Joaquin County Post Office Box 990 Stockton, CA 95201	District Attorney, Yolo County 301 2 nd Street Woodland, CA 95695
District Attorney, Butte County 25 County Center Drive 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, Rm 800 Los Angeles, CA 90012
District Attorney, Colusa County 547 Market Street Colusa, CA 95932	District Attorney, Merced County 2222 M 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's Office City Hall, Room 234 1 Drive Carlton B Goodlett Place San Francisco, CA 94102
District Attorney, Del Norte County 450 H Street, Ste. 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, Fresno County 2220 Tulare Street, #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 Eureka, CA 95501	District Attorney, Orange County 401 Civic Center Drive West 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 95353	
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 Avenue, Room 224 Visalia, CA 93291	

EXHIBIT B: Warning Symbol

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1 **EXHIBIT C: Letter to Retailers and Distributors**

2 (For use if BRONSON provides warning signs pursuant to Section 3.3)

3 **THIS COMMUNICATION APPLIES ONLY TO**
4 **RETAIL LOCATIONS IN CALIFORNIA**

5
6 Bronson has entered into a Consent Judgment with Environmental Research Center, Inc.
7 regarding the presence of lead in specified dietary supplements sold in California, including
8 those sold by its franchisees at retail locations in California.

9 Under the terms of this Consent Judgment, Bronson is providing the enclosed warning
10 sign to you so that they can be posted in retail stores. The signs must be posted in close
11 proximity to each respective product that is expressly identified on the sign, such that the
12 consumer, under customary conditions of purchase, could reasonably determine that the warning
13 relates to the specific products listed. No other statements about Proposition 65 or lead may
14 accompany the warning. The signs may not be covered or obscured, and should be placed and
15 displayed in such a way that they are likely to be read and understood by customers prior to
16 purchasing the products. For example, a warning sign placed in the aisle or shelf or display
17 where the product is offered or displayed for sale would be in close proximity to the product.

18 Please sign and return the written acknowledgment below within 30 days of receiving
19 this letter to acknowledge that you have received the warnings and that you will use them in
20 accordance with these specifications until you receive written instruction from Bronson to the
21 contrary.

22 Thank you for your cooperation. If you need more signs or have any questions, such as
23 the appropriate warning locations in the store, please contact [Contact Information].

24 Acknowledged by:

25 _____ (Signature)

26 _____ (Print Name)

27 _____ (Company/Store Location)

28 _____ (Date)

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EXHIBIT D: Follow-Up Letter to Retailers and Distributors

(For use if BRONSON provides warning signs pursuant to Section 3.3)

**THIS COMMUNICATION APPLIES ONLY TO
RETAIL LOCATIONS IN CALIFORNIA**

On [Date], Bronson sent you a letter enclosing signs to place on shelves holding any of the specified dietary supplements identified on the sign, pursuant to a Consent Judgment entered into between Bronson and Environmental Research Center, Inc. (ERC) regarding the presence of lead in specified dietary supplements sold in California.

As set forth in that letter, the signs must be posted in close proximity to each respective product that is expressly identified on the sign, such that the consumer, under customary conditions of purchase, could reasonably determine that the warning relates to the specific products listed. No other statements about Proposition 65 or lead may accompany the warning. The signs may not be covered or obscured, and should be placed and displayed in such a way that they are likely to be read and understood by customers prior to purchasing the products. For example, a warning sign placed in the aisle or shelf or display where the product is offered or displayed for sale would be in close proximity to the product.

We have not received your written acknowledgment that you have received the signs and that your stores will post them as specified. Please sign and return the written acknowledgment below as soon as possible to acknowledge that you have received the signs and that they will be used or provided in accordance with these specifications until you receive written instructions from Bronson to the contrary.

Thank you for your cooperation. If you need more signs or have any questions, such as the appropriate warning locations on the product(s), please contact [Contact Information].

Acknowledged by:

(Signature)

(Print Name)

(Company/Store Location)

(Date)

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WARNING
(California Proposition 65)
Products with the symbol



contain a substance
known to the State of California
to cause cancer and birth defects or other
reproductive harm.

1
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3 **WARNING**
4
5 **(California Proposition 65)**
6

7
8 These products contain a substance
9 known to the State of California
10 to cause cancer and birth defects or other
11 reproductive harm.
12

13 [List of Products, if required by Section 3.4]
14

15 [For more information, please visit [insert URL]]
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EXHIBIT G: Exemplar Section 3.4 Invoice Warning

[California Proposition 65] WARNING [(California Proposition 65)]: This product contains [lead,] [a] chemical[s] known [to the State of California] to cause [cancer and] birth defects or other reproductive harm.
Products on the invoice with "P65" indicator are affected product(s)

OR

[California Proposition 65] WARNING [(California Proposition 65)]: This product contains [lead,] [a] substance[s] known [to the State of California] to cause [cancer and] birth defects or other reproductive harm.
Products on the invoice with "P65" indicator are affected product(s)

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PROOF OF SERVICE

I William F. Wraith am an active member of the State Bar of California and not a party to this action. I am a resident or employed in the county where the mailing took place. My business address is 24422 Avenida de la Carlota, Suite 400, Laguna Hills, CA 92653.

On December 22, 2014, I served the foregoing documents described as: **NOTICE OF ENTRY OF JUDGMENT** on the following interested parties in this action in the manner identified below:

Monty Agarwal, Esq.
ARNOLD & PORTER LLP
Three Embarcadero Center, 10th Floor
San Francisco CA 94111-3823
Attorneys for Defendants

Proposition 65 Enforcement Reporting
Attention: Prop 65 Coordinator
1515 Clay Street, Suite 2000
Post Office Box 70550
Oakland, California 94612-0550

BY MAIL – COLLECTION: I placed the envelope for collection and mailing following this business’s ordinary business practices. I am readily familiar with this business’s practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **December 22, 2014** at Laguna Hills, California.



William F. Wraith