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ENDORSED  
FILED  
ALAMEDA COUNTY

FEB 06 2015

8 Attorneys for Plaintiff  
9 ENVIRONMENTAL RESEARCH CENTER

By Shanika Monroe

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11 Jennifer Levin (SBN 252420)  
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17 Attorneys for Defendant  
18 NUTRAMEDIX, LLC

19 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
20 COUNTY OF ALAMEDA

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

24 Plaintiff,

25 v.

26 NUTRAMEDIX, LLC and DOES 1-100

27 Defendants.

CASE NO. RG13700050

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

Health & Safety Code § 25249.5 et seq.

Action Filed: October 22, 2013  
Trial Date: None set

28 **1. INTRODUCTION**

1.1 On October 22, 2013, Plaintiff Environmental Research Center ("ERC"), a non-profit corporation, as a private enforcer, and in the public interest, initiated this action by filing a Complaint for Injunctive and Declaratory relief and Civil Penalties (the "Complaint")

STIPULATED CONSENT JUDGMENT; [PROPOSED] ORDER

CASE NO. RG13700050

1 pursuant to the provisions of California Health and Safety Code section 25249.5 et seq.  
2 ("Proposition 65"), against NutraMedix, LLC ("NutraMedix") and Does 1-100. In this action,  
3 ERC alleges that the product manufactured, distributed or sold by NutraMedix, as more fully  
4 described below, contains lead, a chemical listed under Proposition 65 as a carcinogen and  
5 reproductive toxin, and that such product exposes consumers at a level requiring a Proposition  
6 65 warning. This product is: NutraMedix Zeolite.

7 **1.2** The Complaint is based on allegations contained in ERC's Notice of Violation,  
8 dated January 18, 2013 ("NOV I"), that was served on the California Attorney General, other  
9 public enforcers, and NutraMedix. A true and correct copy of NOV I is attached as Exhibit A.  
10 More than 60 days have passed since NOV I was mailed, and no designated governmental entity  
11 has filed a complaint against NutraMedix with regard to NutraMedix Zeolite or the alleged  
12 violations.

13 **1.3** On or about December 2, 2013, NutraMedix filed an Answer to the Complaint in  
14 which it denied all material allegations in the Complaint.

15 **1.4** On May 23, 2014, ERC issued an additional Proposition 65 60-Day Notice of  
16 Violation ("NOV II") to Nutramedix and served it on the California Attorney General, other  
17 public enforcers, and Nutramedix regarding the additional product NutraMedix Zeolite HP 550  
18 mg. Both NutraMedix Zeolite and NutraMedix Zeolite HP 550 mg shall hereinafter be referred  
19 to individually as "Covered Product" or collectively as "Covered Products." NOV I and NOV II  
20 are collectively referred to as "Notices of Violation" hereinafter.

21 **1.5** ERC is a California non-profit corporation dedicated to, among other causes,  
22 helping safeguard the public from health hazards by reducing the use and misuse of hazardous  
23 and toxic chemicals, facilitating a safe environment for consumers and employees, and  
24 encouraging corporate responsibility.

25 **1.6** NutraMedix is a business entity that employed ten or more persons. NutraMedix  
26 arranges the manufacture, distribution, and sale of the Covered Products.

27 **1.7** ERC and NutraMedix are referred to individually as a "Party" or collectively as  
28 the "Parties."

1           **1.8 Stipulation to Amend the Complaint.** ERC and Nutramedix stipulate that ERC  
2 may be granted leave to amend the Complaint and that the Complaint shall hereafter be deemed  
3 amended to include NutraMedix Zeolite HP 550 mg in the interest of settling this matter  
4 completely with relation to the Covered Products and in preserving judicial economy.

5           **1.9** ERC's Notices of Violations and the Complaint allege that use of the Covered  
6 Products exposes persons in California to lead without first providing clear and reasonable  
7 warnings in violation of California Health and Safety Code section 25249.6. NutraMedix  
8 denies all material allegations contained in the Notices of Violation and Complaint.

9           **1.10** The Parties have entered into this Consent Judgment in order to settle,  
10 compromise and resolve disputed claims and thus avoid prolonged and costly litigation.  
11 Nothing in this Consent Judgment shall constitute or be construed as an admission by any of  
12 the Parties, or by any of their respective officers, directors, shareholders, employees, agents,  
13 parent companies, subsidiaries, divisions, affiliates, franchises, licensees, customers, suppliers,  
14 distributors, wholesalers, resellers or retailers. Except for the representations made above,  
15 nothing in this Consent Judgment shall be construed as an admission by NutraMedix or ERC of  
16 any fact, issue of law, or violation of law, nor shall compliance with this Consent Judgment be  
17 construed as an admission by NutraMedix or ERC of any fact, issue of law, or violation of law,  
18 at any time, for any purpose.

19           **1.11** Except as expressly set forth herein, nothing in this Consent Judgment shall  
20 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any  
21 other or future legal proceeding unrelated to these proceedings.

22           **1.12** The Effective Date of this Consent Judgment is fifteen (15) days after it is  
23 entered as a Judgment by this Court.

## 24           **2. JURISDICTION AND VENUE**

25           For purposes of this Consent Judgment and for any further court action that may become  
26 necessary to enforce this Consent Judgment, the Parties stipulate that this Court has subject matter  
27 jurisdiction over the allegations of violations contained in the Complaint, personal jurisdiction  
28 over NutraMedix as to the acts alleged in the Complaint, that venue is proper in Alameda County,

1 and that this Court has jurisdiction to enter this Consent Judgment as a full and final resolution of  
2 all claims which were or could have been asserted in this action based on the facts alleged in the  
3 Notices of Violation and the Complaint.

4 **3. INJUNCTIVE RELIEF AND WARNINGS**

5 **3.1** Beginning on the Effective Date, NutraMedix shall not manufacture for sale in  
6 the State of California, distribute into the State of California<sup>1</sup>, or directly sell in the State of  
7 California, any Covered Products which expose a person to a daily dose of lead of more than  
8 0.5 micrograms per day when the maximum suggested dose is taken as directed on the Covered  
9 Products' label, unless each such unit of the Covered Products meets the warning requirements  
10 under Section 3.2.

11 **3.2 Clear and Reasonable Warnings**

12 If NutraMedix provides a warning for the Covered Products pursuant to Section 3.1,  
13 NutraMedix must provide the following warning:

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

16 NutraMedix shall use the term "cancer and" in the warning only if the maximum daily dose  
17 recommended on the label contains more than 15 micrograms of lead as determined pursuant to  
18 the quality control methodology set forth in Section 3.3. Nutramedix may use the word  
19 "chemicals" in the warning rather than the phrase "a chemical" if at any time Nutramedix has  
20 knowledge that the Covered Products contain chemicals in addition to lead at a level requiring a  
21 Proposition 65 warning.

22 The warning appearing on the label or container shall be at least the same size as the  
23 largest of any other health or safety warnings correspondingly appearing on the label or container,  
24 as applicable, or such product, and the word "WARNING" shall be in all capital letters and in  
25

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26 <sup>1</sup> As used in Consent Judgment, the term "distribute for sale into California" shall mean  
27 to directly ship a Covered Product into California for sale in California or to sell a Covered  
28 Product to a distributor if NutraMedix has knowledge that the distributor will sell the Covered  
Product in California.

1 bold print. No other statements about Proposition 65 or lead may accompany the warning.  
2 NutraMedix shall not provide any general or "blanket" warning regarding Proposition 65.

3 NutraMedix must display the above warnings with such conspicuousness, as compared  
4 with other words, statements, or design of the label or container, as applicable, to render the  
5 warning likely to be read and understood by an ordinary individual under customary conditions of  
6 purchase or use of the product.

7 Nutramedix shall also provide the warning prior to completing checkout when a California  
8 delivery address is indicated in connection with the sale of the Covered Products.

9 **3.2.1** For purposes of this Consent Judgment, daily lead exposure levels shall  
10 be measured in micrograms, and shall be calculated using the following formula: micrograms  
11 of lead per gram of product, multiplied by grams of product per serving of the product (using  
12 the largest serving size appearing on the product label), multiplied by servings of the product  
13 per day (using the largest number of servings in a recommended dosage appearing on the  
14 product label) which equals micrograms of lead exposure per day.

15 **4. SETTLEMENT PAYMENT**

16 **4.1** In full satisfaction of all civil penalties, payment in lieu of civil penalties,  
17 attorney's fees, and costs, NutraMedix shall make a total payment of \$49,250.00 ("Total  
18 Settlement Amount") to ERC within ten (10) days of the Effective Date. Nutramedix shall make  
19 this payment by wire transfer to ERC's escrow account, for which ERC will provide Nutramedix  
20 with the necessary account information and taxpayer identification information.

21 **4.2** As a portion of the Total Settlement Amount, \$13,257.85 shall be payable as  
22 civil penalties pursuant to California Health and Safety Code section 25249.7(b)(1). Of this  
23 amount, \$9,943.39 will be distributed by ERC to the Office of Environmental Health Hazard  
24 Assessment ("OEHHA") and \$3,314.46 will be retained by Environmental Research Center.  
25 California Health and Safety Code section 25249.12(c)(1) & (d).

26 **4.3** Also as a portion of the Total Settlement Amount, \$1,002.10 shall be payable  
27 to Environmental Research Center as reimbursement to ERC for reasonable costs incurred as a  
28 result of work in bringing this action.

1           4.4       \$14,380.00 shall be distributed to Michael Freund and \$517.50 shall be  
2 distributed to Ryan Hoffman as reimbursement of ERC's attorney's fees, and \$20,092.55 shall  
3 be distributed to ERC as reimbursement for its in-house legal fees.

4       **5.       MODIFICATION OF CONSENT JUDGMENT**

5           5.1       This Consent Judgment may be modified only (i) by written stipulation of the  
6 Parties or pursuant to Section 5.4 and (ii) upon entry by the Court of a modified Consent  
7 Judgment.

8           5.2       If NutraMedix seeks to modify this Consent Judgment under Section 5.1, then  
9 NutraMedix must provide written notice to ERC of its intent ("Notice of Intent"). If ERC seeks  
10 to meet and confer regarding the proposed modification in the Notice of Intent, then ERC must  
11 provide written notice to NutraMedix within thirty (30) days of receiving the Notice of Intent.  
12 If ERC notifies NutraMedix in a timely manner of ERC's intent to meet and confer, then the  
13 Parties shall meet and confer in good faith as required in this Section. The Parties shall meet in  
14 person or by phone within thirty (30) days of ERC's notification of its intent to meet and  
15 confer. Within thirty days of such meeting, if ERC disputes the proposed modification, ERC  
16 shall provide to NutraMedix a written basis for its position. The Parties shall continue to meet  
17 and confer for an additional thirty (30) days in an effort to resolve any remaining disputes. The  
18 Parties may agree in writing to different deadlines for the meet-and-confer period.

19           5.3       In the event that NutraMedix initiates or otherwise requests a modification  
20 under Section 5.1, NutraMedix shall reimburse ERC its costs and reasonable attorney's fees for  
21 the time spent in the meet-and-confer process and filing and arguing a joint motion or  
22 application in support of a modification of the Consent Judgment.

23           5.4       Where the meet-and-confer process does not lead to a joint motion or  
24 application in support of a modification of the Consent Judgment, then either Party may seek  
25 judicial relief on its own. In such a situation, the prevailing party may seek to recover costs and  
26 reasonable attorney's fees. As used in the preceding sentence, the term "prevailing party"  
27 means a party who is successful in obtaining relief more favorable to it than the relief that the  
28

1 other party was amenable to providing during the Parties' good faith attempt to resolve the  
2 dispute that is the subject of the modification.

3 **6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT**  
4 **JUDGMENT**

5 **6.1** This Court shall retain jurisdiction of this matter to enforce, modify or  
6 terminate this Consent Judgment.

7 **6.2** Only after it complies with Section 15 below may any Party, by motion or  
8 application for an order to show cause filed with this Court, enforce the terms and conditions  
9 contained in this Consent Judgment.

10 **6.3** If ERC alleges that the warning contemplated by this Agreement has not been  
11 provided, then ERC shall inform NutraMedix in a reasonably prompt manner of its allegation,  
12 including information sufficient to permit NutraMedix to identify the Covered Product at issue.  
13 NutraMedix shall, within thirty days following such notice, provide ERC with information  
14 demonstrating Defendant's compliance with the Consent Judgment, if warranted. The Parties  
15 shall first attempt to resolve the matter prior to ERC taking any further legal action.

16 **7. APPLICATION OF CONSENT JUDGMENT**

17 This Consent Judgment is a full, final, and binding resolution between the Parties and their  
18 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,  
19 divisions, affiliates, franchisees, licensees, customers (excluding private labelers), distributors,  
20 wholesalers, resellers, retailers, predecessors, successors, and assigns. This Consent Judgment  
21 shall have no application to any Covered Product which is distributed or sold exclusively outside  
22 the State of California and which is not used by a California consumer. If Proposition 65 is  
23 repealed this Consent Judgment shall terminate automatically without the need for further action  
24 by the parties. If Proposition 65 is amended, or modified resulting in the establishment of a  
25 Maximum Allowable Dose Level ("MADL") applicable to the ingestion of lead that is more or  
26 less stringent than 0.5 micrograms per day, this Consent Judgment shall be deemed modified to  
27 incorporate the new MADL on the date the amendment becomes final; provided however, such  
28 time period shall be extended to include the completion through final appeal of timely filed legal

1 challenges. The new MADL shall thereafter replace the references in this Consent Judgment to  
2 0.5 micrograms.

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

4 **8.1** This Consent Judgment is a full, final, and binding resolution between ERC,  
5 on behalf of itself and in the public interest, and NutraMedix, of any alleged violation of  
6 Proposition 65 or its implementing regulations for failure to provide Proposition 65 warnings of  
7 exposure to lead from the handling, use, or consumption of the Covered Products and fully  
8 resolves all claims that have been or could have been asserted in this action up to and including  
9 the Effective Date for failure to provide Proposition 65 warnings for the Covered Products.  
10 ERC, on behalf of itself and in the public interest, hereby discharges NutraMedix and its  
11 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,  
12 divisions, affiliates, suppliers, franchisees, licensees, customers (not including private label  
13 customers of NutraMedix, distributors, wholesalers, resellers, retailers, and all other upstream  
14 and downstream entities in the distribution chain of any Covered Product, and the predecessors,  
15 successors and assigns of any of them (collectively, "Released Parties"), from any and all  
16 claims, actions, causes of action, suits, demands, liabilities, damages, penalties, fees, costs and  
17 expenses asserted, or that could have been asserted, as to any alleged violation of Proposition  
18 65 arising from the failure to provide Proposition 65 warnings on the Covered Products  
19 regarding lead.

20 **8.2** ERC, on behalf of itself only, hereby releases and discharges the Released  
21 Parties from all known and unknown claims for alleged violations of Proposition 65 arising  
22 from or relating to alleged exposures to lead in the Covered Products as set forth in the Notices  
23 of Violation. It is possible that other claims not known to the Parties arising out of the facts  
24 alleged in the Notices of Violation or the Complaint and relating to the Covered Products will  
25 develop or be discovered. ERC, on behalf of itself only, acknowledges that this Consent  
26 Judgment is expressly intended to cover and include all such claims, including all rights of  
27 action therefore. ERC has full knowledge of the contents of California Civil Code section  
28 1542. ERC, on behalf of itself only, acknowledges that the claims released in Sections 8.1 and

1 8.2 above may include unknown claims, and nevertheless waives California Civil Code section  
2 1542 as to any such unknown claims. California Civil Code section 1542 reads as follows:

3 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE  
4 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER  
5 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF  
6 KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS  
7 OR HER SETTLEMENT WITH THE DEBTOR.

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

10 **8.3** Compliance with the terms of this Consent Judgment shall be deemed to  
11 constitute compliance by any Released Party with Proposition 65 regarding alleged exposures  
12 to lead in the Covered Products as set forth in the Notices of Violation and the Complaint.

13 **8.4** Nothing in this Consent Judgment is intended to apply to any occupational or  
14 environmental exposures arising under Proposition 65, nor shall it apply to any of  
15 NutraMedix's products other than the Covered Products.

16 **8.5** ERC and NutraMedix each release and waive all claims they may have  
17 against each other for any statements or actions made or undertaken by them in connection with  
18 the Notices of Violation or the Complaint; provided, however, that nothing in Section 8 shall  
19 affect or limit any Party's right to seek to enforce the terms of this Consent Judgment.

## 18 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

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

## 21 **10. GOVERNING LAW**

22 The terms and conditions of this Consent Judgment shall be governed by and construed in  
23 accordance with the laws of the State of California.

## 24 **11. PROVISION OF NOTICE**

25 All notices required to be given to either Party to this Consent Judgment by the other shall  
26 be in writing and sent to the following agents listed below by: (a) first-class, registered, or certified  
27 mail; (b) overnight courier; or (c) personal delivery. Courtesy copies via email may also be sent.  
28

1 **FOR ENVIRONMENTAL RESEARCH CENTER:**

2 Chris Heptinstall, Executive Director  
3 Environmental Research Center  
4 3111 Camino Del Rio North, Suite 400  
5 San Diego, CA 92108

6 With a copy to:

7 Michael Freund SBN 99687  
8 Ryan Hoffman SBN 283297  
9 Michael Freund & Associates  
10 1919 Addison Street, Suite 105  
11 Berkeley, CA 94704  
12 Telephone: (510) 540-1992  
13 Facsimile: (510) 540-5543

14 **FOR NUTRAMEDIX, LLC**

15 Bruce A Hodge  
16 Vice President, Nutramedix, LLC  
17 561-745-2917 phone  
18 561-745-0168 fax

19 With a copy to:

20 Claudia A. Lewis  
21 575 7th Street, NW  
22 Washington, DC 20004  
23 Telephone: 202.344.4359  
24 Facsimile: 202.344.8300

25 and

26 Jennifer Levin (SBN 252420)  
27 Venable LLP  
28 2049 Century Park East, Suite 2100  
Los Angeles, CA 90067  
Telephone: (310) 229-9900  
Facsimile: (310) 229-9901

1     **12. COURT APPROVAL**

2             **12.1**     If this Stipulated Consent Judgment is not approved by the Court, it shall be  
3 void and have no force or effect.

4             **12.2**     ERC shall comply with California Health and Safety Code section 25249.7(f)  
5 and with Title II of the California Code Regulations, Section 3003.

6     **13. EXECUTION AND COUNTERPARTS**

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

10    **14. DRAFTING**

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

16    **15. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

17            If a dispute arises with respect to either Party's compliance with the terms of this Consent  
18 Judgment entered by the Court, the Parties shall meet in person or by telephone and endeavor to  
19 resolve the dispute in an amicable manner. No action or motion may be filed in the absence of  
20 such a good faith attempt to resolve the dispute beforehand. In the event an action or motion is  
21 filed, however, the prevailing party may seek to recover costs and reasonable attorney's fees. As  
22 used in the preceding sentence, the term "prevailing party" means a party who is successful in  
23 obtaining relief more favorable to it than the relief that the other party was amenable to providing  
24 during the Parties' good faith attempt to resolve the dispute that is the subject of such enforcement  
25 action.

26    **16. ENTIRE AGREEMENT, AUTHORIZATION**

27            **16.1**     This Consent Judgment contains the sole and entire agreement and  
28 understanding of the Parties with respect to the entire subject matter herein, and any and all

1 prior discussions, negotiations, commitments and understandings related hereto. No  
2 representations, oral or otherwise, express or implied, other than those contained herein have  
3 been made by any Party. No other agreements, oral or otherwise, unless specifically referred to  
4 herein, shall be deemed to exist or to bind any Party.

5 16.2 Each signatory to this Consent Judgment certifies that he or she is fully  
6 authorized by the Party he or she represents to stipulate to this Consent Judgment. Except as  
7 explicitly provided herein, each Party shall bear its own fees and costs.

8 **17. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF**  
9 **CONSENT JUDGMENT**

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

13 (1) Find that the terms and provisions of this Consent Judgment represent a fair and equitable  
14 settlement of all matters raised by the allegations of the Complaint, that the matter has been  
15 diligently prosecuted, and that the public interest is served by such settlement; and

16 (2) Make the findings pursuant to California Health and Safety Code section 25249.7(f)(4),  
17 approve the Settlement, and approve this Consent Judgment.

18  
19 **IT IS SO STIPULATED:**

20 Dated: 11/3/, 2014

ENVIRONMENTAL RESEARCH  
CENTER

21 By:   
22 Chris Hennessey, Executive Director

23  
24  
25 Dated: 11/13, 2014

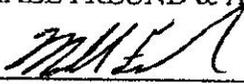
NUTRAMEDIX, LLC

26 By: Bruce A. Hodge  
27  
28

1 APPROVED AS TO FORM:

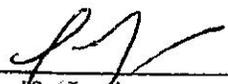
2  
3 Dated: 11/17, 2014

MICHAEL FREUND & ASSOCIATES

4 By:   
5 Michael Freund  
6 Ryan Hoffman  
7 Attorneys for Environmental Research  
8 Center

9 Dated: Nov 17, 2014

VENABLE LLP

10 By:   
11 Jennifer Lewin  
12 Attorneys for Nutramedix, LLP

13  
14 **JUDGMENT**

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

17 Dated: 2/6, 2015

18   
19 Judge of the Superior Court

MICHAEL FREUND  
ATTORNEY AT LAW  
1919 Addison Street, Suite 105  
BERKELEY, CALIFORNIA 94704-101

TEL 510/540-1992  
FAX 510/540-5543  
EMAIL FREUND1@AOL.COM

January 18, 2013

**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, Suite 400, 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 reducing 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 the 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 Health and Safety Code Section 25249.7(d), 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:

**NutraMedix, LLC**

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

**NutraMedix Zeolite – 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

Exhibit A

January 18, 2013

Page 2

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 January 18, 2010, as well as every day since the product was introduced into the California marketplace, and will continue every day until the Violator provides clear and reasonable warnings to product purchasers and users or until these known toxic chemicals are either removed from the product or reduced to allowable levels in the product. 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 those persons 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 product so as to eliminate further exposures to the identified chemical, or provide appropriate warnings on the labels of this product; 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,



---

Michael Freund

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to NutraMedix, LLC and their Registered Agent)

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

CERTIFICATE OF MERIT

Re: Environmental Research Center's Notice of Proposition 65 Violations by NutraMedix, LLC

I, Michael Freund, 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: January 18, 2013



---

Michael Freund

**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 January 18, 2013, 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 parties listed below and depositing it at a U.S. Postal Service Office with the postage fully prepaid for delivery by Certified Mail:

Timothy J. Eaton, Current President or CEO  
NutraMedix, LLC  
2885 Jupiter Park Drive, Suite 1600  
Jupiter, FL 33458

Bruce A. Hodge, Registered Agent for NutraMedix, LLC  
2885 Jupiter Park Drive, Suite 1600  
Jupiter, FL 33458

Timothy J. Eaton, Current President or CEO  
NutraMedix, LLC  
18349 SE Heritage Drive  
Tequesta, FL 33469

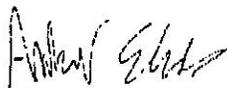
Bruce A. Hodge, Registered Agent for NutraMedix, LLC  
18064 Taylor Road  
Jupiter, FL 33478

On January 18, 2013, 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 at a U.S. 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 January 18, 2013, 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 at at U.S. Postal Service with the postage fully prepaid for delivery by Priority Mail.

Executed on January 18, 2013, in Fort Oglethorpe, Georgia.



---

Amber Schaub

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

January 18, 2013

Page 5

Service List

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

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

District Attorney, Butte County  
25 County Center Drive, Suite 245  
Oroville, CA 95965

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

District Attorney, Colusa County  
346 Fifth Street Suite 101  
Colusa, CA 95932

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

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

District Attorney, El Dorado County  
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District Attorney, Fresno County  
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District Attorney, Inyo County  
230 W. Line Street  
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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  
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District Attorney, Madera County  
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District Attorney, Marin County  
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District Attorney, Mariposa County  
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District Attorney, Mendocino County  
Post Office Box 1000  
Ukiah, CA 95482

District Attorney, Merced County  
550 W. Main 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  
Post Office Box 1131  
Salinas, CA 93902

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 West Civic Center Drive  
Santa Ana, CA 92701

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  
3960 Orange Street  
Riverside, CA 92501

District Attorney, Sacramento County  
901 "G" Street  
Sacramento, CA 95814

District Attorney, San Benito County  
419 Fourth Street, 2<sup>nd</sup> Floor  
Hollister, CA 95023

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

District Attorney, San Diego County  
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San Diego, CA 92101

District Attorney, San Francisco County  
850 Bryant Street, Suite 322  
San Francisco, CA 94103

District Attorney, San Joaquin County  
222 E. Weber Ave. Rm. 202  
Stockton, CA 95202

District Attorney, San Luis Obispo County  
1035 Palm St, Room 450  
San Luis Obispo, CA 93408

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

District Attorney, Santa Barbara County  
1112 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  
1355 West Street  
Redding, CA 96001

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 12<sup>th</sup> Street, Ste 300  
Modesto, CA 95354

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 Blvd., Room 224  
Visalia, CA 93291

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

District Attorney, Ventura County  
800 South Victoria Ave, Suite 314  
Ventura, CA 93009

District Attorney, Yolo County  
301 2<sup>nd</sup> Street  
Woodland, CA 95695

District Attorney, Yuba County  
215 Fifth Street, Suite 152  
Marysville, CA 95901

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

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

San Francisco, City Attorney  
City Hall, Room 234  
1 Dr Carlton B Goodlett PL  
San Francisco, CA 94102

San Jose City Attorney's Office  
200 East Santa Clara Street,  
16<sup>th</sup> Floor  
San Jose, CA 95113

**Michael Freund & Associates**

1919 Addison Street, Suite 105  
Berkeley, CA 94704  
Voice: 510.540.1992 • Fax: 510.540.5543

Michael Freund, Esq.  
Ryan Hoffman, Esq.

OF COUNSEL:  
Denise Ferkich Hoffman, Esq.

May 23, 2014

**NOTICE OF VIOLATION 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, Suite 400, 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 product 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 this product. This letter serves as a notice of these violations to the alleged Violator and the appropriate public enforcement agencies. Pursuant to Health and Safety Code Section 25249.7(d), 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 enclosed with 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:

**Nutramedix, LLC**

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

**NutraMedix Zeolite HP 550 mg – 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 this product. Consequently, the primary route of exposure to these

May 23, 2014

Page 2

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 May 23, 2011, as well as every day since the product was 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 product. 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 this product 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 product so as to eliminate further exposures to the identified chemical, or provide appropriate warnings on the labels of this product; 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 Violation to my attention at the law office address and telephone number indicated on the letterhead.**

Sincerely,



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Michael Freund

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to Nutramedix, LLC 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 Nutramedix, LLC**

I, Michael Freund, declare:

1. This Certificate of Merit accompanies the attached 60-day notice in which it is alleged that 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 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: May 23, 2014



---

Michael Freund

May 23, 2014

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**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 May 23, 2014, I served the following documents: **NOTICE OF VIOLATION 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 at a U.S. Postal Service Office with the postage fully prepaid for delivery by Certified Mail:

Current President or CEO  
Nutramedix, LLC  
2885 Jupiter Park Drive, Suite 1600  
Jupiter, FL 33458

Bruce A. Hodge  
(Nutramedix, LLC's Registered Agent for Service of Process)  
2885 Jupiter Park Drive, Suite 1600  
Jupiter, FL 33458

Current President or CEO  
Nutramedix, LLC  
18349 SE Heritage Drive  
Tequesta, FL 33469

Bruce A. Hodge  
(Nutramedix, LLC's Registered Agent for Service of Process)  
18064 Taylor Road  
Jupiter, FL 33478

On May 23, 2014, I electronically 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 party by uploading a true and correct copy thereof on the California Attorney General's website, which can be accessed at <https://oag.ca.gov/prop65/add-60-day-notice>:

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

On May 23, 2014, 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 at a U.S. Postal Service Office with the postage fully prepaid for delivery by Priority Mail.

Executed on May 23, 2014, in Fort Oglethorpe, Georgia.



Tiffany Capehart

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

May 23, 2014

Page 5

Service List

District Attorney, Alameda County  
1225 Fallon Street, Suite 900  
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San Diego, CA 92101

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423 N. Washington Street  
Sonora, CA 95370

District Attorney, Alpine County  
P.O. Box 248  
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District Attorney, Madera County  
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Madera, CA 93637

District Attorney, San Francisco County  
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San Francisco, CA 94103

District Attorney, Ventura County  
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Ventura, CA 93009

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San Rafael, CA 94903

District Attorney, San Joaquin County  
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Stockton, CA 95202

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301 2<sup>nd</sup> Street  
Woodland, CA 95695

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Orville, CA 95965

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San Francisco, City Attorney  
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District Attorney, San Bernardino County  
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