

DEC 01 2014

1 ROSE, KLEIN & MARIAS LLP
David A. Rosen (SBN 101287)
2 Kevin P. Smith (SBN 252580)
801 South Grand Avenue, 11th floor
3 Los Angeles, CA 90017
213.626.0571
4 FAX 213.623.7755
d.rosen@rkmlaw.net

Sherri R. Carter, Executive Officer/Clerk
By E. Verner, Deputy

5 Attorneys for Plaintiff
6 ENVIRONMENTAL RESEARCH CENTER

7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES

10 ENVIRONMENTAL RESEARCH
11 CENTER, a California non-profit
12 corporation,

13 Plaintiff,

14 v.

15 PRO-SOURCE PERFORMANCE
16 PRODUCTS, INC. dba PROSOURCE;
DOES 1 through 10,

17 Defendants.

CASE NO. BC524856

STIPULATED CONSENT JUDGMENT;
~~PROPOSED~~ ORDER

Health & Safety Code § 25249.5 et seq.

Action Filed: October 17, 2013
Trial Date: None set

18
19 **1. INTRODUCTION**

20 **1.1** On October 17, 2013, Plaintiff Environmental Research Center ("ERC"), a
21 non-profit corporation, as a private enforcer, and in the public interest, initiated this action by
22 filing a Complaint for Injunctive and Declaratory relief and Civil Penalties (the "Complaint")
23 pursuant to the provisions of California Health and Safety Code section 25249.5 et seq.
24 ("Proposition 65"), against Pro-Source Performance Products, Inc. dba ProSource and DOES 1-
25 10 (collectively "Pro-Source"). In this action, ERC alleges that the following products
26 (individually referred to herein as "Covered Product" or collectively as the "Covered
27 Products") manufactured, distributed or sold by Pro-Source contain lead, a chemical listed
28 under Proposition 65 as a carcinogen and reproductive toxin, and expose consumers at a level

1 requiring a Proposition 65 warning:

- 2 • ProSource Super Detox Ultra Concentrated
- 3 • ProSource Maximum Strength Ultra GTX
- 4 • Sequel Naturals LTD. Vega Complete Whole Food Health Optimizer Natural
5 Flavor All-in-one, natural plant-based formula
- 6 • Sequel Naturals LTD. Vega Complete Whole Food Health Optimizer All-in-one,
7 natural plant-based formula Chocolate Flavor
- 8 • Sequel Naturals LTD. Vega Sport Natural Plant-Based Performance Optimizer
9 Energy Stamina Mental Focus Recovery Dietary Supplement Beverage Lemon
10 Lime
- 11 • Beast Sports Nutrition Super Test
- 12 • Serious Nutrition Solutions Tribulus 750
- 13 • Species Fiberlyze 100% Bioengineered Fiber Replacement Drink Sugar Free
14 Fruit Punch
- 15 • E'co by Elements Group Bón Pulse
- 16 • Fizogen Precision Technologies Inc. Cheat Tabs
- 17 • Nutrition Training Systems, LLC Muscology DPX Cuts Advanced Diuretic
18 Formula
- 19 • M.A.N. Sports, Inc. MAN Primal Male
- 20 • Axis Labs Performance Driven Nutrition Xtract High-Definition Diuretic
- 21 • ProSource TribuTest Pure Tribulus Extract
- 22 • Controlled Labs Blue Gene Natural Anabolic Matrix
- 23 • Fizogen Precision Technologies, Inc. Fizogen Precision Technologies Lean Tabs
- 24 • Beverly International Nutrition, Inc. Quadracarn
- 25 • NRG-X Labs Xtreme Greens
- 26 • Species Evolutionary Nutrition Arthrolyze Complete Joint Repair
27 Technology
- 28 • Purus Labs Recycle Hormone Exhilarator
- Millennium Sport Technologies Shred Adaptogen Enhanced Ultra

1.2 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.

1.3 Pro-Source is a business entity that, at all relevant times for the purpose of this
Consent Judgment, employed ten or more persons and qualified as a "person in the course of
business" within the meaning of Proposition 65. Pro-Source sells the Covered Products.

1 1.4 ERC and Pro-Source are referred to individually as "Party" or collectively as the
2 "Parties."

3 1.5 The Complaint is based on allegations contained in ERC's Notice of Violation,
4 dated May 17, 2013, that was served on the California Attorney General, other public
5 enforcers, and Pro-Source ("Notice"). A true and correct copy of the Notice is attached as
6 Exhibit A and is hereby incorporated by reference. More than 60 days have passed since the
7 Notice was mailed and uploaded onto the Attorney General's website, and no designated
8 governmental entity has filed a complaint against Pro-Source with regard to the Covered
9 Products or the alleged violations.

10 1.6 ERC's Notice and Complaint allege that use of the Covered Products exposes
11 persons in California to lead without first providing clear and reasonable warnings in violation
12 of California Health and Safety Code section 25249.6.

13 1.7 Pro-Source denies all material allegations contained in the Notice and
14 Complaint.

15 1.8 The Parties have entered into this Consent Judgment in order to settle,
16 compromise and resolve disputed claims and thus avoid prolonged and costly litigation.
17 Nothing in this Consent Judgment shall constitute or be construed as an admission of any fact
18 or allegation of law by any of the Parties, or by any of their respective officers, directors,
19 shareholders, employees, agents, parent companies, subsidiaries, and divisions.

20 1.9 Except as expressly set forth herein, nothing in this Consent Judgment shall
21 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
22 other or future legal proceeding unrelated to these proceedings.

23 1.10 The Effective Date of this Consent Judgment is the date on which it is entered as
24 a Judgment by this Court.

25 **2. JURISDICTION AND VENUE**

26 For purposes of this Consent Judgment and for any further court action that may become
27 necessary to enforce this Consent Judgment, the Parties stipulate that this Court has subject matter
28 jurisdiction over the allegations of violations contained in the Complaint and personal jurisdiction

1 over Pro-Source as to the acts alleged in the Complaint, that venue is proper in Los Angeles
2 County, and that this Court has jurisdiction to enter this Consent Judgment as a full and final
3 resolution of all claims up through and including the Effective Date which were or could have
4 been asserted in this action based on the facts alleged in the Notice and Complaint.

5 3. INJUNCTIVE RELIEF, REFORMULATION, TESTING AND WARNINGS

6 3.1 To the extent Pro-Source sells a Covered Product in California after the
7 Effective Date, Pro-Source shall be permanently enjoined from manufacturing for sale in the
8 State of California, "Distributing into the State of California", or directly selling in the State of
9 California, any Covered Product which exposes a person to a "Daily Exposure Level" of more
10 than 0.5 micrograms per day or such lower level as may be established by the State Of
11 California, when the maximum suggested dose is taken as directed on the Covered Product's
12 label, unless it meets the warning requirements under Section 3.2.

13 3.1.1 As used in Consent Judgment, the term "Distributing into the State of
14 California" shall mean to directly ship a Covered Product into California for sale in California
15 or to sell a Covered Product to a distributor that Pro-Source knows will sell the Covered
16 Product in California.

17 3.1.2 For purposes of this Consent Judgment, "Daily Lead Exposure Level"
18 shall be measured in micrograms, and shall be calculated using the following formula:
19 micrograms of lead per gram of product, multiplied by grams of product per serving of the
20 product (using the largest serving size appearing on the product label), multiplied by servings
21 of the product per day (using the largest number of servings in a recommended dosage
22 appearing on the product label), which equals micrograms of lead exposure per day.

23 3.2 Clear and Reasonable Warnings

24 If Pro-Source is required to provide a warning pursuant to Section 3.1, the following
25 warning must be utilized:

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

28 Pro-Source shall use the phrase "cancer and" in the warning only if the maximum daily dose

1 recommended on the label contains more than 15 micrograms of lead as determined pursuant to
2 the quality control methodology set forth in Section 3.4.

3 Pro-Source shall provide the warning on at least one of the following: 1) on Pro-Source's
4 checkout page on its website for California consumers identifying each Covered Product. A
5 second warning shall appear prior to completing checkout on the website when a California
6 delivery address is indicated. The purchaser shall be required to accept the warning prior to
7 completing checkout for any of the Covered Products being sold.; 2) on an insert warning
8 contained in each individual box of product shipped to a California consumer that shall identify
9 the Covered Products and be a minimum of 5 inches x 7 inches; 3) on Pro-Source's receipt/invoice
10 in boxes of Covered Products shipped to California consumers which shall identify each of the
11 Covered Products and be present on the front of the receipt/invoice; or 4) on the label of Pro-
12 Source's products in retail stores in California.

13 The warning shall be at least the same size as the largest of any other health or safety
14 warnings correspondingly appearing on the label, container, receipt, invoice, website, or insert,
15 and the word "WARNING" shall be in all capital letters and in bold print. No other statements
16 about Proposition 65 or lead may accompany the warning.

17 Pro-Source must display the above warnings with such conspicuousness, as compared with
18 other words, statements, or design of the label or container, as applicable, to render the warning
19 likely to be read and understood by an ordinary individual under customary conditions of purchase
20 or use of the product.

21 3.3 Reformulated Covered Products

22 A Reformulated Covered Product is one for which the Daily Exposure Level when the
23 maximum suggested dose is taken as directed on the Reformulated Covered Product's label,
24 contains no more than 0.5 micrograms of lead per day as determined by the quality control
25 methodology described in Section 3.4.

26 3.4 Testing and Quality Control Methodology

27 3.4.1 To the extent, if any, that Pro-Source sells a Covered Product in
28 California after the Effective Date and no warning is given in connection with the sale of that

1 product, then Pro-Source agrees that testing pursuant to this Consent Judgment shall be
2 performed using a laboratory method that complies with the performance and quality control
3 factors appropriate for the method used, including limit of detection, qualification, accuracy,
4 and precision that meets the following criteria: Inductively Coupled Plasma-Mass
5 Spectrometry (ICP-MS) achieving a limit of quantification of less than or equal to 0.010 mg/kg
6 or any other testing method subsequently agreed upon in writing by the Parties.

7 **3.4.2** All testing pursuant to this Consent Judgment shall be performed by an
8 independent third-party laboratory certified by the California Environmental Laboratory
9 Accreditation Program or an independent third-party laboratory that is registered with the
10 United States Food & Drug Administration. Nothing in this Consent Judgment shall limit Pro-
11 Source's ability to conduct, or require that others conduct, additional testing of the Covered
12 Products, including the raw materials used in their manufacture.

13 **3.4.3** Pro-Source shall arrange, for at least five consecutive years and at least
14 once per year, for the lead testing of five randomly selected samples of each Covered Product
15 in the form intended for sale to the end-user to be distributed or sold to California. Pro-Source
16 shall continue testing so long as the Covered Products are sold in California or sold to a third
17 party for retail sale in California. If tests conducted pursuant to this Section demonstrate that
18 no warning is required for a Covered Product during each of five consecutive years, then the
19 testing requirements of this Section will no longer be required as to that Covered Product.
20 However, if after the five-year period, Pro-Source changes ingredient suppliers for any of the
21 Covered Products and/or reformulates any of the Covered Products, Pro-Source shall test that
22 Covered Product at least once after such change is made, and send those test results to ERC
23 within 10 working days of receiving the test results. The testing requirements discussed in
24 Section 3.4 are not applicable to any Covered Product for which Pro-Source has provided the
25 warning as specified in Section 3.2.

26 **3.4.4** Beginning on the Effective Date and continuing for a period of five years
27 thereafter, Pro-Source shall arrange for copies of all laboratory reports with results of testing
28 for lead content under Section 3.4 to be automatically sent by the testing laboratory directly to

1 ERC within ten working days after completion of that testing. These reports shall be deemed
2 and treated by ERC as confidential information under the terms of the confidentiality
3 agreement entered into by the Parties. Pro-Source shall retain all test results and documentation
4 for a period of five years from the date of each test.

5 4. SETTLEMENT PAYMENT

6 4.1 In full satisfaction of all claims, including potential civil penalties, payment
7 in lieu of civil penalties, attorney's fees, and costs, Pro-Source shall make a total payment of
8 \$50,000.00 ("Total Settlement Amount") to ERC. A payment of \$41,000.00 by wire transfer to
9 ERC's escrow account will be due within 5 days of the Effective Date. A second payment of
10 \$9,000.00 by wire transfer to ERC's escrow account will be due within 35 days of the Effective
11 Date. ERC will provide Pro-Source with the necessary account information.

12 4.2 As a portion of the Total Settlement Amount, \$11,000.00 shall be considered
13 a civil penalty pursuant to California Health and Safety Code §25249.7(b)(1). ERC shall remit
14 75% (\$8,250.00) of the civil penalty to the Office of Environmental Health Hazard Assessment
15 ("OEHHA") for deposit in the Safe Drinking Water and Toxic Enforcement Fund in
16 accordance with California Health and Safety Code §25249.12(c). ERC will retain the
17 remaining 25% (\$2,750.00) of the civil penalty.

18 4.3 \$24,000.00 shall be distributed to Environmental Research Center as
19 reimbursement to ERC for reasonable costs associated with the enforcement of Proposition 65
20 and other costs incurred as a result of work in bringing this action.

21 4.4 \$15,000.00 shall be distributed to Rose, Klein & Marias LLP as
22 reimbursement of ERC's attorney's fees.

23 5. MODIFICATION OF CONSENT JUDGMENT

24 5.1 This Consent Judgment may be modified only (i) by written stipulation of
25 the Parties or pursuant to Section 5.4 and (ii) upon entry by the Court of a modified consent
26 judgment.

27 5.2 If Pro-Source seeks to modify this Consent Judgment under Section 5.1, then
28 Pro-Source must provide written notice to ERC of its intent ("Notice of Intent"). If ERC seeks

1 to meet and confer regarding the proposed modification in the Notice of Intent, then ERC must
2 provide written notice to Pro-Source within thirty days of receiving the Notice of Intent. If
3 ERC notifies Pro-Source in a timely manner of ERC's intent to meet and confer, then the
4 Parties shall meet and confer in good faith as required in this Section. The Parties shall meet in
5 person or via telephone within thirty (30) days of ERC's notification of its intent to meet and
6 confer. Within thirty days of such meeting, if ERC disputes the proposed modification, ERC
7 shall provide to Pro-Source a written basis for its position. The Parties shall continue to meet
8 and confer for an additional thirty (30) days in an effort to resolve any remaining disputes.
9 Should it become necessary, the Parties may agree in writing to different deadlines for the
10 meet-and-confer period.

11
12 **5.3** Where the meet-and-confer process does not lead to a joint motion or
13 application in support of a modification of the Consent Judgment, then either Party may seek
14 judicial relief on its own. In such a situation, the prevailing party may seek to recover costs and
15 reasonable attorney's fees. As used in the preceding sentence, the term "prevailing party"
16 means a party who is successful in obtaining relief more favorable to it than the relief that the
17 other party was amenable to providing during the Parties' good faith attempt to resolve the
18 dispute that is the subject of the modification.

19 **6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT**
20 **JUDGMENT**

21 **6.1** This Court shall retain jurisdiction of this matter to enforce, modify or
22 terminate this Consent Judgment.

23 **6.2** If ERC alleges that any Covered Product fails to qualify as a Reformulated
24 Covered Product (for which ERC alleges that no warning has been provided), then ERC shall
25 inform Pro-Source in a reasonably prompt manner of its test results, including information
26 sufficient to permit Pro-Source to identify the Covered Products at issue. Pro-Source shall,
27 within thirty days following such notice, provide ERC with testing information, from an
28 independent third-party laboratory meeting the requirements of Sections 3.4.1 and 3.4.2,

1 demonstrating Defendant's compliance with the Consent Judgment, if warranted. The Parties
2 shall first attempt to resolve the matter prior to ERC taking any further legal action.

3 **7. APPLICATION OF CONSENT JUDGMENT**

4 This Consent Judgment may apply to, be binding upon, and benefit the Parties and their
5 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,
6 divisions, affiliates, franchisees, licensees, customers (excluding private labelers), distributors,
7 wholesalers, retailers, predecessors, successors, and assigns. This Consent Judgment shall have no
8 application to Covered Products which are distributed or sold exclusively outside the State of
9 California and which are not used by California consumers.

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

11 **8.1** This Consent Judgment is a full, final, and binding resolution between ERC,
12 on behalf of itself and in the public interest, and Pro-Source, of any alleged violation of
13 Proposition 65 or its implementing regulations for failure to provide Proposition 65 warnings of
14 exposure to lead from the handling, use, or consumption of the Covered Products and fully
15 resolves all claims that have been or could have been asserted in this action up to and including
16 the Effective Date for failure to provide Proposition 65 warnings for the Covered Products.
17 ERC, on behalf of itself and in the public interest, hereby discharges and releases Pro-Source
18 and its respective officers, directors, shareholders, employees, agents, parent companies,
19 subsidiaries, and divisions, but not including private label customers of Pro-Source
20 (collectively, "Released Parties"), from any and all claims, actions, causes of action, suits,
21 demands, liabilities, damages, penalties, fees, costs and expenses asserted, or that could have
22 been asserted, as to any alleged violation of Proposition 65 arising from the failure to provide
23 Proposition 65 warnings on the Covered Products regarding lead.

24 **8.2** The Parties further waive and release any and all claims they may have
25 against each other for all actions or statements made or undertaken in the course of seeking or
26 opposing enforcement of Proposition 65 in connection with the Notice or Complaint up through
27 and including the Effective Date, provided, however, that nothing in Section 8 shall affect or
28 limit any Party's right to seek to enforce the terms of this Consent Judgment.

1 **8.3** It is possible that other claims not known to the Parties arising out of the
2 facts alleged in the Notice or the Complaint and relating to the Covered Products will develop
3 or be discovered. The Parties acknowledge that this Consent Judgment is expressly intended to
4 cover and include all such claims up through the Effective Date, including all rights of action
5 therefore. The Parties acknowledge that the claims released in Sections 8.1 and 8.2 above may
6 include unknown claims, and nevertheless waive California Civil Code section 1542 as to any
7 such unknown claims. California Civil Code section 1542 reads as follows:

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

13 The Parties acknowledge and understand the significance and consequences of this specific
14 waiver of California Civil Code section 1542.

15 **8.4** Compliance with the terms of this Consent Judgment shall be deemed to
16 constitute compliance with Proposition 65 by any Released Party regarding alleged exposures
17 to lead in the Covered Products as set forth in the Notice and the Complaint.

18 **8.5** Nothing in this Consent Judgment is intended to apply to any occupational
19 or environmental exposures arising under Proposition 65, nor shall it apply to any of Pro-
20 Source's products other than the Covered Products.

21 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

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

24 **10. CHANGE IN LAW PROVISION**

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

11. GOVERNING LAW

 The terms and conditions of this Consent Judgment shall be governed by and construed in

1 accordance with the laws of the State of California.

2 **12. PROVISION OF NOTICE**

3 All notices required to be given to either Party to this Consent Judgment by the other shall
4 be in writing and sent to the following agents listed below by: (a) first-class, registered, or certified
5 mail; (b) overnight courier; or (c) personal delivery. Courtesy copies via email may also be sent.
6

7 **FOR ENVIRONMENTAL RESEARCH CENTER:**

8 Chris Heptinstall, Executive Director, Environmental Research Center

9 3111 Camino Del Rio North, Suite 400

10 San Diego, CA 92108

11 Tel: (619) 500-3090

12 Email: chris_erc501c3@yahoo.com
13

14 With a copy to:

15 ROSE, KLEIN & MARIAS LLP

16 David A. Rosen (SBN 101287)

17 Kevin P. Smith (SBN 252580)

18 801 South Grand Avenue, 11th floor

19 Los Angeles, CA 90017

20 213.626.0571

21 FAX 213.623.7755

22 d.rosen@rkmlaw.net
23

24 **FOR PRO-SOURCE PERFORMANCE PRODUCTS, INC. dba PROSOURCE**

25
26 Bob Chinery

27 2231 Landmark Place

28 Manasquan, NJ. 08736

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

With a copy to:
Brian Molloy
Wilentz, Goldman, & Spitzer
90 Woodbridge Center Drive
Woodbridge, New Jersey, 07095

13. COURT APPROVAL

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

13.2 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.

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

14. EXECUTION AND COUNTERPARTS

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

15. DRAFTING

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

16. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES

If a dispute arises with respect to either Party's compliance with the terms of this Consent Judgment entered by the Court, the Parties shall meet in person or by telephone and endeavor to

1 resolve the dispute in an amicable manner. No action or motion may be filed in the absence of
2 such a good faith attempt to resolve the dispute beforehand. In the event an action or motion is
3 filed, however, the prevailing party may seek to recover costs and reasonable attorney's fees. As
4 used in the preceding sentence, the term "prevailing party" means a party who is successful in
5 obtaining relief more favorable to it than the relief that the other party was amenable to providing
6 during the Parties' good faith attempt to resolve the dispute that is the subject of such enforcement
7 action.

8 **17. ENTIRE AGREEMENT, AUTHORIZATION**

9 17.1 This Consent Judgment contains the sole and entire agreement and
10 understanding of the Parties with respect to the entire subject matter herein, and any and all
11 prior discussions, negotiations, commitments and understandings related hereto. No
12 representations, oral or otherwise, express or implied, other than those contained herein have
13 been made by any Party. No other agreements, oral or otherwise, unless specifically referred to
14 herein, shall be deemed to exist or to bind any Party.

15 17.2 Each signatory to this Consent Judgment certifies that he or she is fully
16 authorized by the Party he or she represents to stipulate to this Consent Judgment. Except as
17 explicitly provided herein, each Party shall bear its own fees and costs.

18 **18. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF** 19 **CONSENT JUDGMENT**

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

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

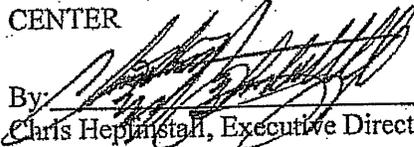
26 (2) Make the findings pursuant to California Health and Safety Code section
27 25249.7(f)(4), approve the Settlement, and approve this Consent Judgment.

28 **IT IS SO STIPULATED:**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: 8/29/, 2014

ENVIRONMENTAL RESEARCH
CENTER

By: 
Chris Hepinstall, Executive Director

Dated: _____, 2014

PRO-SOURCE PERFORMANCE
PRODUCTS, INC. dba PROSOURCE

By: _____
Its: _____

APPROVED AS TO FORM:

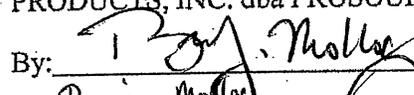
Dated: _____, 2014

ENVIRONMENTAL RESEARCH
CENTER

By: _____
ROSE, KLEIN & MARIAS LLP
David A. Rosen (SBN 101287)
Kevin P. Smith (SBN 252580)

Dated: _____, 2014

PRO-SOURCE PERFORMANCE
PRODUCTS, INC. dba PROSOURCE

By: 
Brian Malloy
Wilentz, Goldman, Spitzer

ORDER AND JUDGMENT

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

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: _____, 2014

Judge of the Superior Court

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: 8/29/, 2014

ENVIRONMENTAL RESEARCH
CENTER

By: [Signature]
Chris Hepinstall, Executive Director

Dated: [Signature], 2014

PRO-SOURCE PERFORMANCE
PRODUCTS, INC. dba PROSOURCE

By: _____
Its: _____

APPROVED AS TO FORM:

Dated: 9/2, 2014

ENVIRONMENTAL RESEARCH
CENTER

By: [Signature]
ROSE, KLEIN & MARIAS LLP
David A. Rosen (SBN 101287)
Kevin P. Smith (SBN 252580)

Dated: _____, 2014

PRO-SOURCE PERFORMANCE
PRODUCTS, INC. dba PROSOURCE

By: _____

ORDER AND JUDGMENT

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

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: _____, 2014 _____

Judge of the Superior Court

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: 8/29/ 2014

ENVIRONMENTAL RESEARCH CENTER

By: [Signature]
Chris Heppelsted, Executive Director

Dated: _____, 2014

PRO-SOURCE PERFORMANCE PRODUCTS, INC. dba PROSOURCE

By: [Signature]
Its: _____

APPROVED AS TO FORM:

Dated: _____, 2014

ENVIRONMENTAL RESEARCH CENTER

By: _____
ROSE, KLEIN & MARIAS LLP
David A. Rosen (SBN 101287)
Kevin P. Smith (SBN 252580)

Dated: _____, 2014

PRO-SOURCE PERFORMANCE PRODUCTS, INC. dba PROSOURCE

By: [Signature]
Bryan McCloskey
Winters, Erdman & Patten

ORDER AND JUDGMENT

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

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: DEC 01 2014 2014

MALCOLM H. MACKEY

Judge of the Superior Court

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 801 S. Grand Avenue, 11th Floor, Los Angeles, CA 90017.

On December 1, 2014, I served the foregoing document described as Stipulated Consent Judgment Order on all interested parties in this action by placing

a true copy the original

thereof enclosed in sealed envelopes addressed as follows:

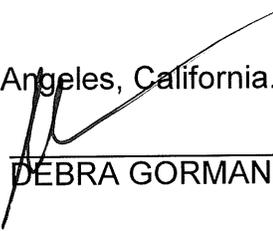
Robert Chinery, Jr.
ProSource Performance Products, Inc.
2231 Landmark Place
Manasquan, NJ 08736

Brian Malloy
Willentz, Goldman and Spitzer
90 Woodbridge Center Drive
Woodbridge, NJ. 07095

(STATE)
I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

(FEDERAL)
I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on December 1, 2014, at Los Angeles, California.



DEBRA GORMAN