

FILED
ALAMEDA COUNTY

JUN 03 2015

CLERK OF THE SUPERIOR COURT
By Nancy A. Boe Deputy

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11 Attorneys for Defendant
12 ISATORI, INC.

13
14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 COUNTY OF ALAMEDA

16 ENVIRONMENTAL RESEARCH
17 CENTER, a California non-profit
corporation,
18 Plaintiff,
19
20 v.
21 ISATORI, INC. dba ISATORI
TECHNOLOGIES, INC. and dba
22 BIOGENETIC LABORATORIES, INC. and
DOES 1-100
23 Defendants.

CASE NO. RG14724366
STIPULATED CONSENT JUDGMENT;
[PROPOSED] ORDER
Health & Safety Code § 25249.5 et seq.
Action Filed: May 7, 2014
Trial Date: None set

24
25 1. INTRODUCTION

26 1.1 On May 7, 2014, Plaintiff Environmental Research Center ("ERC"), a non-profit
27 corporation, as a private enforcer, and in the public interest, initiated this action by filing a
28 Complaint for Injunctive and Declaratory Relief and Civil Penalties (the "Complaint") pursuant

1 to the provisions of California Health and Safety Code section 25249.5 et seq. ("Proposition
2 65"), against iSatori, Inc. dba iSatori Technologies, Inc. and dba BioGenetic Laboratories, Inc.
3 ("iSatori") and DOES 1-100. In this action, ERC alleges that the following products referred
4 to hereinafter individually as "Covered Product" or collectively as "Covered Products",
5 manufactured, distributed or sold by iSatori contain lead, a chemical listed under Proposition
6 65 as a carcinogen and reproductive toxin, and expose consumers at a level requiring a
7 Proposition 65 warning: (1) "iSatori LLC Lean System 7 Clinical Strength", (2) "iSatori LLC
8 MX-LS7", (3) "iSatori Inc. Morph 180 GXR-3", (4) "iSatori Inc. Eat-Smart Chocolate Peanut
9 Caramel Crunch", (4) "iSatori Inc. Eat-Smart The Smart Superior Protein Nutrition Shake
10 Chocolate Chocolate Chip", (5) "iSatori Inc. Eat-Smart The Superior Protein Nutrition Shake
11 Double Vanilla Ice Cream", (6) "iSatori Inc. ISA-Test GF", (8) "iSatori Inc. H-Blocker Fruit
12 Punch", (9) "iSatori Inc. BioGenetic Laboratories hCG Activator", (10) "iSatori Inc.
13 BioGenetic Laboratories Fenu Test", and (11) "iSatori Inc. BioGenetic Laboratories Garcinia
14 Trim".

15 1.2 ERC is a California non-profit corporation dedicated to, among other causes,
16 helping safeguard the public from health hazards by reducing the use and misuse of hazardous
17 and toxic chemicals, facilitating a safe environment for consumers and employees, and
18 encouraging corporate responsibility.

19 1.3 iSatori is a business entity that, at all relevant times for the purpose of this Consent
20 Judgment, employed ten or more persons and qualified as a "person in the course of business"
21 within the meaning of Proposition 65. iSatori manufactures, distributes and sells the Covered
22 Products.

23 1.4 ERC and iSatori are referred to individually as "Party" or collectively as the
24 "Parties."

25 1.5 The Complaint is based on allegations contained in ERC's Notices of Violation,
26 dated May 17, 2013 and January 31, 2014, that were served on the California Attorney General,
27 other public enforcers, and iSatori ("Notices"). True and correct copies of these Notices are
28 attached as Exhibit A and are hereby incorporated by reference. More than 60 days have

1 passed since the Notices were mailed and uploaded onto the Attorney General's website, and
2 no designated governmental entity has filed a complaint against iSatori with regard to the
3 Covered Products or the alleged violations.

4 1.6 ERC's Notices and Complaint allege that use of the Covered Products exposes
5 persons in California to lead without first providing clear and reasonable warnings in violation
6 of California Health and Safety Code section 25249.6. iSatori denies all material allegations
7 contained in the Notices and Complaint and specifically denies that the Covered Products
8 required a Proposition 65 warning or otherwise caused harm to any person.

9 1.7 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, franchisees, licensees, customers, suppliers,
14 distributors, wholesalers, or retailers. Except for the representations made above, nothing in
15 this Consent Judgment shall be construed as an admission by the Parties of any fact, issue of
16 law, or violation of law, nor shall compliance with this Consent Judgment be construed as an
17 admission by the Parties of any fact, issue of law, or violation of law, at any time, for any
18 purpose.

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

22 1.9 Since receiving ERC's Notices, iSatori represents that it discontinued Covered
23 Products iSatori LLC Lean System 7 Clinical Strength on November 30, 2013 and iSatori Inc.
24 BioGenetic Laboratories Fenu Test on August, 31, 2014. With respect to the remaining Covered
25 Products, iSatori represents that it commenced providing Proposition 65 warnings on March 17,
26 2014.

27 1.10 The Effective Date of this Consent Judgment is the date on which it is entered as a
28 Judgment by this Court.

1 **2. JURISDICTION AND VENUE**

2 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
3 subject matter jurisdiction over the allegations of violations contained in the Complaint, personal
4 jurisdiction over iSatori as to the acts alleged in the Complaint, that venue is proper in Alameda
5 County, and that this Court has jurisdiction to enter this Consent Judgment as a full and final
6 resolution of all claims up through and including the Effective Date which were or could have
7 been asserted in this action based on the facts alleged in the Notices and Complaint.

8 **3. INJUNCTIVE RELIEF**

9 **3.1** Beginning on the Effective Date, iSatori shall be permanently enjoined from
10 manufacturing for sale in the State of California, "Distributing into the State of California", or
11 directly selling in the State of California, any Covered Product which exposes a person to a
12 "Daily Exposure Level" of more than 0.5 micrograms of lead per day when the maximum
13 suggested dose is taken as directed on the Covered Product's label, unless it meets the warning
14 requirements under Section 3.2.

15 **3.1.1** As used in this Consent Judgment, the term "Distributing into the State
16 of California" shall mean to directly ship a Covered Product into California for sale in
17 California or to sell a Covered Product to a distributor that iSatori knows will sell the Covered
18 Product in California.

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

26 **3.2. Clear and Reasonable Warnings**

27 If iSatori is required to provide a warning pursuant to Section 3.1, the following warning
28 must be utilized:

1 **WARNING** for California residents only: This product contains [a] substance[s] known to
2 the State of California to cause [cancer and] birth defects or other reproductive harm.
3 iSatori shall use the phrase "cancer and" in the warning only if the maximum daily dose
4 recommended on the label contains more than 15 micrograms of lead.

5 iSatori shall provide the warning on the label of Covered Products in retail stores in
6 California. The warning shall be at least the same size as the largest of any other health or safety
7 warnings correspondingly appearing on the label and the word "WARNING" shall be in all
8 capital letters and in bold print. No other statements about Proposition 65 or lead may accompany
9 the warning on the label.

10 iSatori must display the above warnings with such conspicuousness, as compared with
11 other words, statements, or design of the label or container, as applicable, to render the warning
12 likely to be read and understood by an ordinary individual under customary conditions of purchase
13 or use of the product.

14 **4. SETTLEMENT PAYMENT**

15 4.1 In full satisfaction of all potential civil penalties, payment in lieu of civil
16 penalties, attorney's fees, and costs, iSatori shall make a total payment of \$60,000.00 ("Total
17 Settlement Amount") to ERC within 5 days of the Effective Date. iSatori shall make this
18 payment by wire transfer to ERC's escrow account, for which ERC will give iSatori the
19 necessary account information. The Total Settlement Amount shall be apportioned as follows:

20 4.2 \$18,000.00 shall be considered a civil penalty pursuant to California Health and
21 Safety Code §25249.7(b)(1). ERC shall remit 75% (\$13,500.00) of the civil penalty to the
22 Office of Environmental Health Hazard Assessment ("OEHHA") for deposit in the Safe
23 Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety
24 Code §25249.12(c). ERC will retain the remaining 25% (\$4,500.00) of the civil penalty.

25 4.3 \$3,665.15 shall be distributed to Environmental Research Center as
26 reimbursement to ERC for reasonable costs incurred in bringing this action.

27 4.4 \$13,000.00 shall be distributed to Michael Freund as reimbursement of ERC's
28 attorney's fees, \$8,000.00 shall be distributed to Ryan Hoffman as reimbursement of ERC's

1 attorney's fees, while \$17,334.85 shall be distributed to ERC for its in-house legal fees.

2 **5. MODIFICATION OF CONSENT JUDGMENT**

3 5.1 This Consent Judgment may be modified only (i) by written stipulation of the
4 Parties or pursuant to Sections 5.3 and 5.4 and (ii) upon entry by the Court of a modified
5 consent judgment.

6 5.2 If iSatori seeks to modify this Consent Judgment under Section 5.1, then iSatori
7 must provide written notice to ERC of its intent ("Notice of Intent"). If ERC seeks to meet and
8 confer regarding the proposed modification in the Notice of Intent, then ERC must provide
9 written notice to iSatori within thirty days of receiving the Notice of Intent. If ERC notifies
10 iSatori in a timely manner of ERC's intent to meet and confer, then the Parties shall meet and
11 confer in good faith as required in this Section. The Parties shall meet in person or via
12 telephone within thirty (30) days of ERC's notification of its intent to meet and confer. Within
13 thirty days (30) of such meeting, if ERC disputes the proposed modification, ERC shall provide
14 to iSatori a written basis for its position. The Parties shall continue to meet and confer for an
15 additional thirty (30) days in an effort to resolve any remaining disputes. Should it become
16 necessary, the Parties may agree in writing to different deadlines for the meet-and-confer
17 period.

18 5.3 In the event that Isatori initiates or otherwise requests a modification under
19 Section 5.1 for its primary benefit, Isatori shall reimburse ERC its costs (as defined by
20 California Civil Procedure Code section 1033.5) and reasonable attorney's fees for the time
21 spent in the meet-and-confer process and filing and arguing a joint motion or application in
22 support of a modification of the Consent Judgment. Prior to enforcement of Section 5.3, the
23 Parties agree to meet and confer in an attempt to settle any dispute in good faith.

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

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 terminate
6 this Consent Judgment.

7 **7. APPLICATION OF CONSENT JUDGMENT**

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

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

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

1 to provide Proposition 65 warnings on the Covered Products regarding lead.

2 8.2 ERC, on behalf of itself only, hereby releases and discharges the Released
3 Parties from all known and unknown claims, causes of action, suits, damages, penalties,
4 liabilities, injunctive relief, declaratory relief, attorney's fees, costs, and expenses arising from
5 or related to the claims asserted or that could have been asserted, under state or federal law,
6 regarding the presence of lead in the Covered Products or the facts alleged in the Notices or the
7 Complaint, including without limitation any and all claims concerning exposure to any person
8 to lead in the Covered Products up to and including the Effective Date.

9 8.3 ERC on its own behalf only, on one hand, and iSatori on its own behalf only, on
10 the other, further waive and release any and all claims they may have against each other for all
11 actions or statements made or undertaken in the course of seeking or opposing enforcement of
12 Proposition 65 in connection with the Notices or Complaint up through and including the
13 Effective Date, provided, however, that nothing in Section 8 shall affect or limit any Party's
14 right to seek to enforce the terms of this Consent Judgment.

15 8.4 It is possible that other claims not known to the Parties arising out of the facts
16 alleged in the Notices or the Complaint and relating to the Covered Products will develop or be
17 discovered. ERC on behalf of itself only acknowledges that this Consent Judgment is expressly
18 intended to cover and include all such claims up through the Effective Date, including all rights
19 of action therefore. ERC acknowledges that the claims released in Sections 8.1 through 8.3
20 above may include unknown claims, and nevertheless waives California Civil Code section
21 1542 as to any such unknown claims. California Civil Code section 1542 reads as follows:

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

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

1 8.5 Compliance with the terms of this Consent Judgment shall be deemed to
2 constitute compliance with Proposition 65 by any Released Party regarding alleged exposures
3 to lead in the Covered Products.

4 8.6 Nothing in this Consent Judgment is intended to apply to any occupational or
5 environmental exposures arising under Proposition 65, nor shall it apply to any of iSatori's
6 products other than the Covered Products.

7 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

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

10 **10. GOVERNING LAW**

11 The terms and conditions of this Consent Judgment shall be governed by and construed in
12 accordance with the laws of the State of California. In the event that Proposition 65 is repealed or
13 preempted, then iSatori shall have no further obligations pursuant to this Consent Judgment with
14 respect to, and to the extent the Covered Products are so affected.

15 **11. PROVISION OF NOTICE**

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

19 **FOR ENVIRONMENTAL RESEARCH CENTER:**

20 Chris Heptinstall, Executive Director, Environmental Research Center
21 3111 Camino Del Rio North, Suite 400
22 San Diego, CA 92108
23 Tel: (619) 500-3090
24 Email: chris_erc501c3@yahoo.com
25 With a copy to:

26 Michael Freund
27 Ryan Hoffman
28 Michael Freund & Associates
1919 Addison Street, Suite 105
Berkeley, CA 94704
Telephone: (510) 540-1992
Facsimile: (510) 540-5543
Email: freund1@aol.com

1 **FOR ISATORI, INC.:**

2 Michael Wilemon, CFO
3 iSatori
4 15000 W 6th Ave, STE 202
5 Golden, CO 80401

6 With a copy to:

7 Margaret Carew Toledo
8 Toledo Don LLP
9 3001 Douglas Blvd., Suite 340
10 Roseville, CA 95661-3853
11 Telephone: (916) 462-8950
12 Facsimile: (916) 791-0175
13 Email: toledo@toledodon.com

14 **12. COURT APPROVAL**

15 12.1 Upon execution of this Consent Judgment by the Parties, ERC shall notice a
16 Motion for Court Approval. The Parties shall use their best efforts to support entry of this
17 Consent Judgment.

18 12.2 If the California Attorney General objects to any term in this Consent Judgment,
19 the Parties shall use their best efforts to resolve the concern in a timely manner, and if possible
20 prior to the hearing on the motion.

21 12.3 If this Stipulated Consent Judgment is not approved by the Court, it shall be
22 void and have no force or effect.

23 **13. EXECUTION AND COUNTERPARTS**

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

27 **14. DRAFTING**

28 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

1 Party.

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

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

12 **16. ENTIRE AGREEMENT, AUTHORIZATION**

13 16.1 This Consent Judgment contains the sole and entire agreement and
14 understanding of the Parties with respect to the entire subject matter herein, and any and all
15 prior discussions, negotiations, commitments and understandings related hereto. No
16 representations, oral or otherwise, express or implied, other than those contained herein have
17 been made by any Party. No other agreements, oral or otherwise, unless specifically referred to
18 herein, shall be deemed to exist or to bind any Party.

19 16.2 Each signatory to this Consent Judgment certifies that he or she is fully
20 authorized by the Party he or she represents to stipulate to this Consent Judgment. Except as
21 explicitly provided herein, each Party shall bear its own attorney's fees and costs.

22 **17. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF**
23 **CONSENT JUDGMENT**

24 This Consent Judgment has come before the Court upon the request of the Parties. The
25 Parties request the Court to fully review this Consent Judgment and, being fully informed
26 regarding the matters which are the subject of this action, to make the findings pursuant to
27 California Health and Safety Code section 25249.7(f)(4), approve the Settlement, and approve this
28 Consent Judgment.

1 IT IS SO STIPULATED:

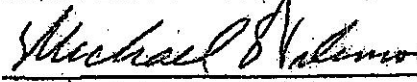
2 Dated: 2/4/, 2015

ENVIRONMENTAL RESEARCH
CENTER

3
4 By: 
Clark Jacobson, Executive Director

5 Dated: 3/18, 2015

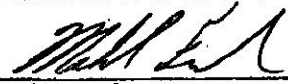
6 ISATORI, INC. dba ISATORI
7 TECHNOLOGIES, INC. and dba
8 BIOGENETIC LABORATORIES, INC.

9 By: 
Michael Wilmon
Its: CFO

10 APPROVED AS TO FORM:

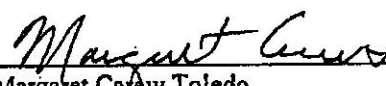
11 Dated: 3/18, 2015

MICHAEL FREUND & ASSOCIATES

12 By: 
13 Michael Freund
14 Ryan Hoffman
15 Attorneys for Plaintiff Environmental
16 Research Center

16 Dated: 3/18, 2015

TOLEDO DON LLP

17 By: 
18 Margaret Catow Toledo
19 Stacy E. Don
20 Attorneys for Defendant iSatori, Inc.

21 **ORDER AND JUDGMENT**

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

24 IT IS SO ORDERED, ADJUDGED AND DECREED.

25 Dated: JUN 03 2015, 2015

26 
27 **BRENDA HARBIN-FORTE**
28 Judge of the Superior Court

LAW OFFICE OF
MICHAEL FREUND

RYAN HOFFMAN
ATTORNEY AT LAW
1919 ADDISON STREET, SUITE 105
BERKELEY, CALIFORNIA 94704-1101

TEL (510) 540-1992
FAX (510) 540-5543
EMAIL RRHOFFMA@GMAIL.COM

May 17, 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 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 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:

iSatori, Inc. dba iSatori Technologies, Inc.

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

- iSatori LLC Lean System 7 Clinical Strength – Lead
- iSatori LLC MX-LS7 – Lead
- iSatori Inc. Morph 180 GXR-3 – Lead
- iSatori Inc. Eat-Smart Chocolate Peanut Caramel Crunch – Lead
- iSatori Inc. Eat-Smart The Smart Superior Protein Nutrition Shake Chocolate Chocolate Chip – Lead
- iSatori Inc. Eat-Smart The Superior Protein Nutrition Shake Double Vanilla Ice Cream – 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.

May 17, 2013

Page 2

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 May 17, 2010, 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,


Ryan Hoffman

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to iSatori, Inc. dba iSatori Technologies, Inc. and its Registered Agent for Service of Process only)

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

Notice of Violations of California Health & Safety Code §25249.5 *et seq.*
May 17, 2013
Page 3

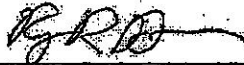
CERTIFICATE OF MERIT

Re: Environmental Research Center's Notice of Proposition 65 Violations by iSatori, Inc. dba iSatori Technologies, Inc.

I, Ryan Hoffman, 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 17, 2013



Ryan Hoffman

May 17, 2013

Page 4

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 17, 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 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
iSatori, Inc.
15000 W. 6th Avenue, Suite 202
Golden, CO 80401

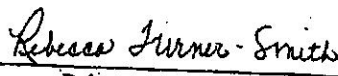
Stephen Adele
(iSatori, Inc.'s Registered Agent for Service of Process)
15000 W. 6th Avenue, Suite 202
Golden, CO 80401

On May 17, 2013, 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 17, 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 a U.S. Postal Service Office with the postage fully prepaid for delivery by Priority Mail.

Executed on May 17, 2013, in Fort Oglethorpe, Georgia.



Rebecca Turner-Smith

Service List

- District Attorney, Alameda County
1225 Fallon Street, Suite 900
Oakland, CA 94612
- District Attorney, Alpine County
P.O. Box 248
Markleeville, CA 96120
- 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
515 Main Street
Placerville, CA 95667
- District Attorney, Fresno County
2220 Tulare Street, Suite 1000
Fresno, CA 93721
- District Attorney, Glenn County
Post Office Box 430
Willows, CA 95988
- District Attorney, Humboldt County
825 5th Street 4th Floor
Eureka, CA 95501
- District Attorney, Imperial County
940 West Main Street, Ste 102
El Centro, CA 92243
- District Attorney, Inyo County
230 W. Line Street
Bishop, CA 93514
- District Attorney, Kern County
1215 Truxtun Avenue
Bakersfield, CA 93301
- District Attorney, Kings County
1400 West Lacey Boulevard
Hanford, CA 93230
- District Attorney, Lake County
255 N. Forbes Street
Lakeport, CA 95453
- District Attorney, Lassen County
220 South Lassen Street, Ste. 8
Susanville, CA 96130
- District Attorney, Los Angeles County
210 West Temple Street, Suite 18000
Los Angeles, CA 90012
- District Attorney, Madera County
209 West Yosemite Avenue
Madera, CA 93637
- District Attorney, Marin County
3501 Civic Center Drive, Room 130
San Rafael, CA 94903
- District Attorney, Mariposa County
Post Office Box 730
Mariposa, CA 95338
- District Attorney, Mendocino County
Post Office Box 1000
Ukiah, CA 95482
- District Attorney, Merced County
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, 2nd Floor
Hollister, CA 95023
- District Attorney, San Bernardino County
316 N. Mountain View Avenue
San Bernardino, CA 92415-0004
- District Attorney, San Diego County
330 West Broadway, Suite 1300
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., 3rd 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 12th 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, 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 2nd 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,
16th 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.

January 31, 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 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 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:

iSatori, Inc. dba iSatori Technologies, Inc. and dba BioGenetic Laboratories, Inc.

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

iSatori Inc. ISA-Test GF – Lead
iSatori Inc. H-Blocker Fruit Punch – Lead
iSatori Inc. BioGenetic Laboratories hCG Activator – Lead
iSatori Inc. BioGenetic Laboratories Fenu Test – Lead
iSatori Inc. BioGenetic Laboratories Garcinia Trim - 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.

January 31, 2014

Page 2

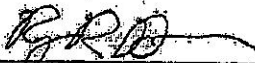
Route of Exposure. The consumer exposures that are the subject of this notice result from the purchase, acquisition, handling and recommended use of these products. Consequently, the primary route of exposure to these chemicals has been and continues to be through ingestion, but may have also occurred 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 January 31, 2011, 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 Violation to my attention at the law office address and telephone number indicated on the letterhead or at rrhoffma@gmail.com.**

Sincerely,



Ryan Hoffman

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (iSatori, Inc. dba iSatori Technologies, Inc. and dba BioGenetic Laboratories, Inc., 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 iSatori, Inc. dba iSatori Technologies, Inc. and dba BioGenetic Laboratories, Inc.

I, Ryan Hoffman, 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: January 31, 2014



Ryan Hoffman

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 31, 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
iSatori, Inc.
15000 W. 6th Avenue, Suite 202
Golden, CO 80401

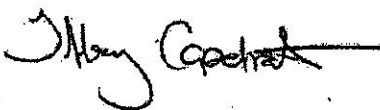
Stephen Adele
(iSatori, Inc.'s Registered Agent for Service of Process)
15000 W. 6th Avenue, Suite 202
Golden, CO 80401

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

On January 31, 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 January 31, 2014, in Fort Oglethorpe, Georgia.



Tiffany Capehart

Service List

District Attorney, Alameda County 1225 Fallon Street, Suite 900 Oakland, CA 94612	District Attorney, Los Angeles County 210 West Temple Street, Suite 18000 Los Angeles, CA 90012	District Attorney, San Diego County 330 West Broadway, Suite 1300 San Diego, CA 92101	District Attorney, Tuolumne County 423 N. Washington Street Sonora, CA 95370
District Attorney, Alpine County P.O. Box 248 Markleeville, CA 96120	District Attorney, Madera County 209 West Yosemite Avenue Madera, CA 93637	District Attorney, San Francisco County 850 Bryant Street, Suite 322 San Francisco, CA 94103	District Attorney, Ventura County 800 South Victoria Ave, Suite 314 Ventura, CA 93009
District Attorney, Amador County 708 Court Street Jackson, CA 95642	District Attorney, Marin County 3501 Civic Center Drive, Room 130 San Rafael, CA 94903	District Attorney, San Joaquin County 222 E. Weber Ave. Rm. 202 Stockton, CA 95202	District Attorney, Yolo County 301 2 nd Street Woodland, CA 95695
District Attorney, Butte County 25 County Center Drive, Suite 245 Oroville, CA 95965	District Attorney, Mariposa County Post Office Box 730 Mariposa, CA 95338	District Attorney, San Luis Obispo County 1035 Palm St, Room 450 San Luis Obispo, CA 93408	District Attorney, Yuba County 215 Fifth Street, Suite 152 Marysville, CA 95901
District Attorney, Calaveras County 891 Mountain Ranch Road San Andreas, CA 95249	District Attorney, Mendocino County Post Office Box 1000 Ukiah, CA 95482	District Attorney, San Mateo County 400 County Ctr., 3 rd Floor Redwood City, CA 94063	Los Angeles City Attorney's Office City Hall East 200 N. Main Street, Suite 800 Los Angeles, CA 90012
District Attorney, Colusa County 346 Fifth Street Suite 101 Colusa, CA 95932	District Attorney, Merced County 550 W. Main Street Merced, CA 95340	District Attorney, Santa Barbara County 1112 Santa Barbara Street Santa Barbara, CA 93101	San Diego City Attorney's Office 1200 3 rd Avenue, Ste 1620 San Diego, CA 92101
District Attorney, Contra Costa County 900 Ward Street Martinez, CA 94553	District Attorney, Modoc County 204 S Court Street, Room 202 Alturas, CA 96101-4020	District Attorney, Santa Clara County 70 West Hedding Street San Jose, CA 95110	San Francisco, City Attorney City Hall, Room 234 1 Dr Carlton B Goodlett PL San Francisco, CA 94102
District Attorney, Del Norte County 450 H Street, Room 171 Crescent City, CA 95531	District Attorney, Mono County Post Office Box 617 Bridgeport, CA 93517	District Attorney, Santa Cruz County 701 Ocean Street, Room 200 Santa Cruz, CA 95060	San Jose City Attorney's Office 200 East Santa Clara Street, 16 th Floor San Jose, CA. 95113
District Attorney, El Dorado County 515 Main Street Placerville, CA 95667	District Attorney, Monterey County Post Office Box 1131 Salinas, CA 93902	District Attorney, Shasta County 1355 West Street Redding, CA 96001	
District Attorney, Fresno County 2220 Tulare Street, Suite 1000 Fresno, CA 93721	District Attorney, Napa County 931 Parkway Mall Napa, CA 94559	District Attorney, Sierra County PO Box 457 Downsville, CA 95936	
District Attorney, Glenn County Post Office Box 430 Willows, CA 95988	District Attorney, Nevada County 110 Union Street Nevada City, CA 95959	District Attorney, Siskiyou County Post Office Box 986 Yreka, CA 96097	
District Attorney, Humboldt County 825 5th Street 4 th Floor Eureka, CA 95501	District Attorney, Orange County 401 West Civic Center Drive Santa Ana, CA 92701	District Attorney, Solano County 675 Texas Street, Ste 4500 Fairfield, CA 94533	
District Attorney, Imperial County 940 West Main Street, Ste 102 El Centro, CA 92243	District Attorney, Placer County 10810 Justice Center Drive, Ste 240 Roseville, CA 95678	District Attorney, Sonoma County 600 Administration Drive, Room 212J Santa Rosa, CA 95403	
District Attorney, Inyo County 230 W. Line Street Bishop, CA 93514	District Attorney, Plumas County 520 Main Street, Room 404 Quincy, CA 95971	District Attorney, Stanislaus County 832 12 th Street, Ste 300 Modesto, CA 95354	
District Attorney, Kern County 1215 Truxtun Avenue Bakersfield, CA 93301	District Attorney, Riverside County 3960 Orange Street Riverside, CA 92501	District Attorney, Sutter County 446 Second Street Yuba City, CA 95991	
District Attorney, Kings County 1400 West Lacey Boulevard Hanford, CA 93230	District Attorney, Sacramento County 901 "G" Street Sacramento, CA 95814	District Attorney, Tehama County Post Office Box 519 Red Bluff, CA 96080	
District Attorney, Lake County 255 N. Forbes Street Lakeport, CA 95453	District Attorney, San Benito County 419 Fourth Street, 2 nd Floor Hollister, CA 95023	District Attorney, Trinity County Post Office Box 310 Weaverville, CA 96093	
District Attorney, Lassen County 220 South Lassen Street, Ste. 8 Marysville, CA 95901	District Attorney, San Bernardino County 316 N. Mountain View Avenue Redlands, CA 92370	District Attorney, Tulare County 221 S. Moonev Blvd., Room 224 Tulare, CA 93274	

CLERK'S CERTIFICATE OF MAILING

Action No. RG14-724366

Case Name: Environmental Research Vs. Isatori, Inc.

I certify that the following is true and correct: I am the clerk of the above-named Court and not a party to this cause. I served Stipulated Consent Judgment and Order by sealing and placing them for collection, stamping or metering with prepaid postage, and mailing on the date stated below, in the United States mail at Alameda County, California, following standard court practices to the addresses listed below to both parties addressed below.

Dated: JUN 03 2015

LEAH T. WILSON

Executive Officer/Clerk of the Superior Court

By Nancy A. Rose

**Ryan Hoffman, Esq.
Michael Freund & Associates
1919 Addison St., Ste. 105
Berkeley, CA. 94704**

**Margaret Carew Toledo, Esq.
Toledo Don LLP
3001 Douglas Blvd., Ste. 340
Roseville, CA. 94551-3853**