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11
12 SUPERIOR COURT OF CALIFORNIA
13 COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

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

17 Plaintiffs,

18 vs.

19 GENESIS TODAY, INC.

20 Defendants.

21) **Case No.: 30-2013-00667616-CU-MC-CJC**

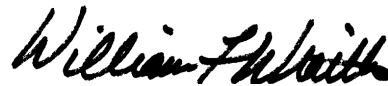
22) **NOTICE OF ENTRY OF JUDGMENT**

23 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

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

27 Dated: April 13, 2015

28 WRAITH LAW



By: _____

WILLIAM F. WRAITH
Attorney for Plaintiff

EXHIBIT 1

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10 Attorneys for Defendant
11 Genesis Today, Inc.

12 SUPERIOR COURT OF CALIFORNIA
13 COUNTY OF ORANGE, CENTRAL JUSTICE CENTER
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16 ENVIRONMENTAL RESEARCH
CENTER, a California non-profit
17 corporation,

18 Plaintiff,

19 vs.

20 GENESIS TODAY, INC., and DOES 1-
25, Inclusive,

21 Defendants.
22
23

Case No.: 30-2013-00667616-CU-MC-CJC

~~PROPOSED~~ CONSENT JUDGMENT

24 1. INTRODUCTION

25 1.1 On August 7, 2013, Plaintiff Environmental Research Center ("ERC"), a non-
26 profit corporation, as a private enforcer and in the public interest, initiated this action by filing a
27 Complaint for Injunctive Relief and Civil Penalties under to the provisions of California's Safe
28 Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code Section

CONSENT JUDGMENT

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

MAR 25 2015

ALAN CARLSON, Clerk of the Court

D. Honomichl
BY D. HONOMICHL

ELECTRONICALLY RECEIVED
Superior Court of California,
County of Orange

01/08/2015 at 04:19:09 PM
Clerk of the Superior Court
By Joseph Tran, Deputy Clerk

1 25249.5, *et seq.* (also known, and hereinafter referred to, as “Proposition 65”), against Defendant
2 Genesis Today, Inc. (“Genesis Today”). On March 14, 2014, ERC filed the First Amended
3 Complaint for Injunctive Relief and Civil Penalties. In this action, ERC contends that certain
4 products manufactured, distributed, and/or sold by Genesis Today contain lead, a chemical listed
5 under Proposition 65 as a carcinogen and reproductive toxin, and expose consumers to levels of
6 lead requiring Proposition 65 warnings. ERC and Genesis Today are hereinafter sometimes
7 referred to individually as a “Party” or collectively as the “Parties”.

8 1.2 The Complaint with respect to Genesis Today is based on allegations contained in
9 Notices of Violations of California Health & Safety Code Section 25249.5 *et seq.* dated January
10 6, 2012 and October 18, 2013, and served on the California Attorney General, other public
11 enforcers and Genesis Today. A true and correct copy of the January 6, 2012 and October 18,
12 2013 Notice of Violations are attached hereto as Exhibits A and B respectively (collectively
13 “Notices”). The following products were identified in the Notices: (1) Genesis Today Inc.
14 GenEssentials Greens; (2) Genesis Today Inc. GenEssentials Fiber; (3) Genesis Today Inc. Sea
15 Buckthorn; (4) Genesis Today Inc. 4Heart; (5) Genesis Today Inc. 4Energy; (6) Genesis Today
16 Inc. 4Blood Sugar; (7) Genesis Today Inc. 4Weight Control; (8) Genesis Today Inc. 4Total
17 Cleanse Part 1 Whole Body Cleanser; (9) Genesis Today Inc. 4Total Cleanse Part 2 Intestinal
18 Cleanser; (10) Genesis Today Inc. Pure & Potent Cassia Nomame; and (11) Genesis Today Inc.
19 Pure & Potent Caralluma Fimbriata. These listed products are hereinafter referred to collectively as
20 the “Covered Products” and in the singular as a “Covered Product.” More than 60 days have
21 passed since the Notices were served and no public enforcement entity has filed a complaint
22 against Genesis Today with regard to the Covered Products or the alleged violations.

23 1.3 ERC is a California non-profit corporation dedicated to, among other causes,
24 helping safeguard the public from health hazards by reducing the use and misuse of hazardous
25 and toxic chemicals, facilitating a safe environment for consumers and employees, and
26 encouraging corporate responsibility. ERC has diligently prosecuted this matter and is settling
27 this case in the public interest.

28 1.4 Genesis Today is a business entity that employs ten or more persons, and is a

1 "person in the course of doing business" within the meaning of Proposition 65. Genesis Today
2 sold the Covered Products at retail through its website www.genesistoday.com.

3 1.5 The Notices and the First Amended Complaint allege that the Covered Products
4 exposed persons in California to lead without first providing clear and reasonable warnings, in
5 violation of California Health and Safety Code Section 25249.6. Genesis Today denies all
6 material allegations contained in the Notices and First Amended Complaint and specifically
7 denies that the Covered Products required a Proposition 65 warning or otherwise cause harm to
8 any person.

9 1.6 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. Nothing
11 in this Consent Judgment shall constitute or be construed as an admission by any of the Parties,
12 or by any of their respective officers, directors, shareholders, employees, agents, parent
13 companies, subsidiaries, divisions, affiliates, franchises, licensees, distributors, wholesalers, or
14 retailers, of any fact, conclusion of law, issue of law, violation of law, fault, wrongdoing, or
15 liability, including without limitation, any admission concerning any alleged violation of
16 Proposition 65, nor shall this Consent Judgment be offered or admitted as evidence in any
17 administrative or judicial proceeding or litigation in any court, agency, or forum, except with
18 respect to an action seeking to enforce the terms of this Consent Judgment. However, nothing in
19 this Section shall affect the enforceability of this Consent Judgment.

20 1.7 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. This paragraph shall not diminish
23 or otherwise affect the obligations, responsibilities, and duties of any Party with respect to this
24 Consent Judgment.

25 1.8 The "Effective Date" of this Consent Judgment shall be the date on which it is
26 entered by the Court.

27 1.9 The only products covered by this Consent Judgment are the Covered Products,
28 and the only chemical covered by this Consent Judgment is the chemical lead as related to the

1 Covered Products only.

2 **2. JURISDICTION AND VENUE**

3 For purposes of this Consent Judgment and for any further court action that may become
4 necessary to enforce this Consent Judgment, the Parties stipulate that this Court has subject
5 matter jurisdiction over this action, personal jurisdiction over the Parties as to the acts alleged in
6 the Complaint, that venue is proper in this Court, and that this Court has jurisdiction to enter this
7 Consent Judgment as a full and final resolution of all claims which were or could have been
8 asserted in this action based on the facts alleged in the Notices and Complaint.

9 **3. INJUNCTIVE RELIEF**

10 3.1 On and after the Effective Date, Genesis Today shall only manufacture for sale in
11 California, "Distribute into California," or directly sell to any consumer located in California any
12 of the Covered Products when the maximum daily dose recommended on the label contains 0.5
13 micrograms of lead or less, or when such Covered Product complies with the warning
14 requirement set forth in Section 3.3 below. The term "Distribute into California," as used herein,
15 means to ship any of the Covered Products into California for sale in California, or to sell or
16 provide any of the Covered Products to any person or entity Genesis Today knows that will ship
17 any of the Covered Products into, or sell any of the Covered Products in California.

18 **3.2 Calculation of Lead Levels**

19 As used in this Consent Judgment, lead levels are calculated pursuant to the testing
20 protocol described in Section 3.5. For purposes of measuring the lead, the second highest result
21 of the 5 randomly selected samples of the Covered Products will be controlling.

22 **3.3 Clear and Reasonable Warnings**

23 For Covered Products that are subject to the warning requirement of Section 3.1, Genesis
24 Today shall provide the following warning as specified below:

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

27 The text in the brackets related to cancer in the warning above shall be included only if the daily
28 serving contains over 15 micrograms of lead; the other text in the brackets in the warning above

1 is optional. The warning shall be permanently affixed to or prominently printed on the product
2 label with such conspicuousness, as compared to other words, statements or designs on the label,
3 so as to render it likely to be read and understood by the ordinary purchaser and/or user of the
4 product under customary conditions of purchase or use of the product. The warning shall be the
5 same size as the largest of any of other health or safety warnings on the product label and the
6 word "WARNING" shall be in all capital letters.

7 **3.4 Products in the Stream of Commerce**

8 The injunctive relief set forth in Section 3 shall not apply to any of the Covered Products
9 that Genesis Today puts into the stream of commerce before the Effective Date. On the Effective
10 Date, Genesis Today shall provide ERC with the last lot number and expiration date for each of
11 the Covered Products sold by Genesis Today as of the Effective Date.

12 **3.5 Testing and Quality Control Methodology**

13 (a) Beginning within one year of the Effective Date, Genesis Today shall test five (5)
14 randomly selected samples of each of the Covered Products at least once a year for a period of
15 three (3) consecutive years (in the form intended for sale to the end-user) for lead content. The
16 requirements of this section do not apply to any of the Covered Products for which Genesis
17 Today has provided the warning specified in Section 3.3.

18 (b) Testing for lead in the Covered Products shall be performed using Inductively
19 Coupled Plasma-Mass Spectrometry ("ICP-MS") or any other testing method subsequently
20 agreed to in writing by the Parties.

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

25 (d) Genesis Today shall retain all test results and documentation for a period of three
26 (3) years from the date of the test.

27 (e) For purposes of this Consent Judgment, daily lead exposure levels shall be
28

1 measured in micrograms, and shall be calculated using the following formula: Micrograms of
 2 lead per gram of product, multiplied by grams per serving of the product (using the largest
 3 serving size appearing on the product label), multiplied by servings of the product per day
 4 (using the largest number of servings in the recommended dosage appearing on the product
 5 label), which equals micrograms of lead exposure per day, excluding the amounts that for
 6 purposes of this Consent Judgment only are deemed to have naturally occurring lead in the
 7 ingredients listed in the table below in the amounts contained in the table. If at any time after
 8 the Effective Date, ERC tests a Covered Product and the test results indicate that the daily
 9 exposure level is greater than 0.5 micrograms per gram, Genesis Today Agrees to
 10 Confidentially supply ERC with a list of ingredients of that particular Covered Product so that
 11 ERC may be able to calculate the daily exposure based on the allowances contained in the table
 12 below. If at any time Genesis Today refuses to provide said list of ingredients to ERC
 13 following a test result of greater than 0.5 micrograms per gram, then Genesis Today shall not
 14 receive the allowances for that particular Covered Product.

| INGREDIENT | NATURALLY OCCURING AMOUNT OF LEAD |
|---------------------|-----------------------------------|
| Calcium | 0.8 micrograms/1000 milligrams |
| Ferrous Fumarate | 0.4 micrograms/gram |
| Zinc Oxide | 8.0 micrograms/gram |
| Magnesium Oxide | 0.4 micrograms/gram |
| Magnesium Carbonate | 0.332 micrograms/gram |
| Magnesium Hydroxide | 0.4 micrograms/gram |
| Zinc Gluconate | 0.8 micrograms/gram |
| Potassium Chloride | 1.1 micrograms/gram |
| Cocoa-powder | 1.0 micrograms/gram |

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1 (f) In the event that a dispute arises with respect to compliance with the terms of this Consent
2 Judgment as to any contribution from naturally occurring lead levels under the Section, the
3 Parties shall employ good faith efforts to seek entry of a protective order that governs access to
4 and disclosure of the confidential information provided. Should a dispute arise, this Section is
5 subject to the meet and confer requirements and attorney's fees provisions set forth in Sections 9
6 and 10 below.

7 **4. SETTLEMENT PAYMENT**

8 4.1 In full satisfaction of all civil penalties, payment in lieu of civil penalties,
9 attorney's fees, and costs, Genesis Today shall make a total payment of \$140,000.00, of which
10 \$105,000.00 is to be paid to ERC within 10 days of the Effective Date. The remaining amount,
11 \$35,000.00, shall be paid within 70 days of the Effective Date. Genesis Today shall make these
12 payments by wire transfer to ERC's escrow account, for which ERC will give Genesis Today the
13 necessary account information. Said payment shall be allocated as follows:

14 4.2 \$49,204.00 as a civil penalty pursuant to California Health and Safety Code
15 Section 25249.7(b)(1). Of this amount, \$36,903.00 shall be distributed to the Office of
16 Environmental Health Hazard Assessment ("OEHHA") for deposit in the Safe Drinking Water
17 and Toxic Enforcement Fund in accordance with California Health and Safety Code Section
18 25249.12(c). \$12,301.00 shall be distributed to ERC as 25% of the civil penalty. ERC's counsel
19 will forward to OEHHA the portion of the civil penalty payable to OEHHA.

20 4.3 \$22,907.00 shall be distributed to ERC as reimbursement to ERC for its
21 reasonable analysis and preparation costs associated with the enforcement of Proposition 65 and
22 other expenses and costs incurred as a result of work, bringing this action to Genesis Today's
23 attention, litigating, and negotiating a settlement in the public interest.

24 4.4 \$49,209.00 shall be distributed to ERC in lieu of further civil penalties for
25 activities such as (1) funding the work, analyzing and testing of consumer products that may
26 contain Proposition 65 listed chemicals; (2) funding post-settlement monitoring of past consent
27 judgments; (3) giving a donation of \$2,460.00 to As You Sow to address reducing toxic chemical
28 exposures in California.

1 4.5 \$15,680.00 distributed to William F. Wraith as reimbursement of ERC's
2 attorney's fees and attorney's costs. \$3,000.00 distributed to Karen Evans as reimbursement of
3 ERC's attorney's fees and attorney's costs.

4 **5. COSTS AND FEES**

5 Except as expressly set forth herein in Section 4, each Party shall bear its own attorneys'
6 fees, costs and expenses in this action.

7 **6. RELEASE**

8 6.1 ERC, acting on its own behalf and in the public interest, releases Genesis Today
9 and all its subsidiaries, sister companies, officers, directors, shareholders, employees, agents,
10 representatives, parent companies, divisions, subdivisions, affiliates, franchisees, licensees,
11 successors, assigns and attorneys (collectively "Released Parties") from all claims for violations
12 of Proposition 65 up through the Effective Date based on exposure to lead from the Covered
13 Products as set forth in the Notices and First Amended Complaint.

14 6.2 Compliance with the terms of this Consent Judgment constitutes compliance by
15 the Released Parties with Proposition 65 with respect to consumer exposures to lead from the
16 Covered Products as set forth in the Notices and First Amended Complaint.

17 6.3 ERC on behalf of itself only, on the one hand, and Genesis Today, on the other
18 hand, release and waive all claims they may have against each other and their respective officers,
19 directors, employees, agents, representatives and attorneys for any statements or actions made or
20 undertaken by them or their respective officers, directors, employees, agents, representatives and
21 attorneys in connection with the Notices and this action.

22 6.4 Nothing in this release is intended to apply to any occupational or environmental
23 exposures arising under Proposition 65, nor shall it apply to any products other than the Covered
24 Products.

25 6.5 It is possible that other claims not known to the Parties arising out of the facts
26 alleged in the Notices or the Complaint and relating to the Covered Products will develop or be
27 discovered. ERC on behalf of itself only, on the one hand, and Genesis Today, on the other
28 hand, acknowledge that this Consent Judgment is expressly intended to cover and include all

1 such claims up through and including the Effective Date, including all rights of action
2 therefore, and further acknowledge that the claims released in Sections 8.1 and 8.2 above may
3 include unknown claims, and nevertheless waive California Civil Code section 1542 as to any
4 such unknown claims. California Civil Code section 1542 reads as follows:

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

11 ERC on behalf of itself only, on the one hand, and Genesis Today, on the other hand,
12 acknowledge and understand the significance and consequences of this specific waiver of
13 California Civil Code Section 1542.

14 7. MOTION FOR COURT APPROVAL

15 7.1 Upon execution of this Consent Judgment by the Parties, ERC shall prepare,
16 notice, and file a Motion for Approval & Entry of Consent Judgment pursuant to 11 California
17 Code of Regulations § 3000, *et seq.* This motion shall be served upon Genesis Today and upon
18 the California Attorney General's Office. The Parties shall use their best efforts to support entry
19 of this Consent Judgment in the form submitted to the Court for approval. The Parties agree to
20 use their best efforts to support the motion, including providing information to the Court as
21 requested by the Court to approve the motion.

22 7.2 If, after service of the Motion for Approval & Entry of Consent Judgment, the
23 California Attorney General objects in writing to any term in this Consent Judgment or files an
24 opposition to the motion, the Parties shall use their best efforts to resolve the concern in a timely
25 manner prior to the hearing on the motion. If the concern of the California Attorney General is
26 not resolved prior to the hearing on the motion, any Party may withdraw from this Consent
27 Judgment prior to the date of the hearing, with notice to all Parties in accordance with Paragraph
28 17 below and notice to the California Attorney General's Office, and upon such notice this
Consent Judgment shall be null and void.

1 7.3 This Consent Judgment shall be effective only after it has been entered by the
2 Court. Otherwise, it shall be of no force or effect and cannot be used in any other proceeding or
3 for any purpose.

4 **8. RETENTION OF JURISDICTION**

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

7 **9. MODIFICATION OF CONSENT JUDGMENT**

8 9.1 This Consent Judgment after its entry by the Court may be modified only upon
9 written agreement of the Parties and upon entry of a modified Consent Judgment by the Court
10 thereon.

11 9.2 If Genesis Today seeks to modify this Consent Judgment under Section 9.1, then
12 Genesis Today must provide written notice to ERC of its intent ("Notice of Intent"). If ERC
13 seeks to meet and confer regarding the proposed modification in the Notice of Intent, then ERC
14 must provide written notice to Genesis Today within thirty days of receiving the Notice of
15 Intent. If ERC notifies Genesis Today in a timely manner of ERC's intent to meet and confer,
16 then the Parties shall meet and confer in good faith as required in this Section. The Parties
17 shall meet in person or via telephone within thirty (30) days of ERC's notification of its intent
18 to meet and confer. Within thirty days of such meeting, if ERC disputes the proposed
19 modification, ERC shall provide to Genesis Today a written basis for its position. The Parties
20 shall continue to meet and confer for an additional thirty (30) days in an effort to resolve any
21 remaining disputes. Should it become necessary, the Parties may agree in a writing signed by
22 both Parties to different deadlines for the meet-and-confer period.

23 9.3 In the event that Genesis Today initiates or otherwise requests a modification
24 under Section 9.1, and the meet and confer process leads to a joint motion or application of the
25 Consent Judgment, Genesis Today shall reimburse ERC its costs and reasonable attorney's fees
26 for the time spent in the meet-and-confer process and filing and arguing the joint motion or
27 application.

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1 9.4 Where the meet-and-confer process does not lead to a joint motion or
2 application in support of a modification of the Consent Judgment, then either Party may seek
3 judicial relief on its own. In such a situation, the prevailing party may seek to recover costs and
4 reasonable attorney's fees. As used in the preceding sentence, the term "prevailing party"
5 means a party who is successful in obtaining relief more favorable to it than the relief that the
6 other party was amenable to providing during the Parties' good faith attempt to resolve the
7 dispute that is the subject of the modification.

8 **10. ENFORCEMENT OF CONSENT JUDGMENT; GOOD FAITH ATTEMPT TO**
9 **RESOLVE DISPUTES**

10 In the event a dispute arises with respect to any Party's compliance with the terms and/or
11 conditions of this Consent Judgment after its entry by the Court, the Party seeking compliance of
12 another Party shall make a good faith attempt to resolve the dispute by conferring with the other
13 Party in person, by telephone or by written communication before seeking relief from the Court.
14 If the dispute is not resolved after such an attempt, this Consent Judgment may be enforced in
15 this Court pursuant to Code of Civil Procedure § 664.4 or any other valid provision of the law.
16 The prevailing party in any such dispute brought to this Court for resolution shall be awarded all
17 reasonable costs and attorney's fees. As used in the preceding sentence, the term "prevailing
18 party" means a party who is successful in obtaining relief more favorable to it than the relief the
19 other party was agreeable to providing during the Parties' good faith attempt to resolve the
20 dispute that is the subject of such a proceeding.

21 **11. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

22 In the event that, after entry of this Consent Judgment in its entirety, any of the provisions
23 hereof are subsequently held by a court to be unenforceable, the validity of the enforceable
24 provisions shall not be adversely affected.

25 **12. GOVERNING LAW**

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

28

1 **13. RELATION TO OTHER ACTIONS**

2 This Consent Judgment shall have no application or effect on Genesis Today for sales of
3 the Covered Products to consumers outside the State of California.

4 **14. DRAFTING**

5 The terms of this Consent Judgment have been reviewed by the respective legal counsel
6 for the Parties prior to its signing, and each Party has had an opportunity to fully discuss the
7 terms and conditions with its legal counsel. The Parties agree that, in any subsequent
8 interpretation or construction of this Consent Judgment, no inference, assumption or presumption
9 shall be drawn, and no provision of this Consent Judgment shall be construed against any Party,
10 based on the fact that one of the Parties and/or one of the Parties' legal counsel prepared and/or
11 drafted all or any portion of this Consent Judgment. It is conclusively presumed that all of the
12 Parties participated equally in the preparation and drafting of this Consent Judgment.

13 **15. ENTIRE AGREEMENT**

14 This Consent Judgment contains the sole and entire agreement and understanding of the
15 Parties with respect to the entire subject matter hereof, and supersedes and replaces any and all
16 prior agreements or understandings, written or oral, with regard to the matters set forth herein.
17 No other agreements or understandings not specifically referred to herein, oral or otherwise, shall
18 be deemed to exist or to bind any of the Parties.

19 **16. EXECUTION IN COUNTERPARTS**

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

23 **17. NOTICES**

24 All notices required by this Consent Judgment to be given to any Party shall be sent by
25 first-class registered or certified mail, or overnight delivery, to all of the following:

26 ///

27 ///

28 ///

1 **FOR ERC:**

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

6

7 William F. Wraith, Esq.
8 Wraith Law
9 16485 Laguna Canyon Road, Suite 250
10 Irvine, CA 92618
11 Telephone: (949) 251-9977

12

13 **FOR GENESIS TODAY, INC.:**

14

15 James Mattesich, Esq.
16 Anthony J. Cortez, Esq.
17 Gregory Sperla, Esq.
18 Greenberg Traurig, LLP
19 1201 K Street, Suite 1100
20 Sacramento, CA 95814-3938

21 **18. AUTHORITY TO STIPULATE TO THIS CONSENT JUDGMENT**

22 Each person signing this Consent Judgment on behalf of a Party certifies that he or she is
23 fully authorized by that Party to stipulate to the terms and conditions of this Consent Judgment
24 on behalf of that Party, to enter into and execute this Consent Judgment on behalf of that Party,
25 and to legally bind that Party to this Consent Judgment. Each person signing this Consent
26 Judgment on behalf of a Party represents and warrants that he or she has read and understands
27 this Consent Judgment, and agrees to all of the terms and conditions of this Consent Judgment on
28 behalf of that Party.

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IT IS SO STIPULATED:

Dated: 8/29/2014

ENVIRONMENTAL RESEARCH CENTER

By: 
Chris Hopfinslak
Executive Director

Dated: _____


GENESIS TODAY, INC.

By:  8/27/14
Steve Brecher
Chief Executive Officer

APPROVED AS TO FORM:


Dated: 8/29/2014

WRAITH LAW

By: 
William F. Wraith
Attorney for Plaintiff
ENVIRONMENTAL RESEARCH CENTER

Dated: 8/27/14

GREENBERG TRAURIG, LLP

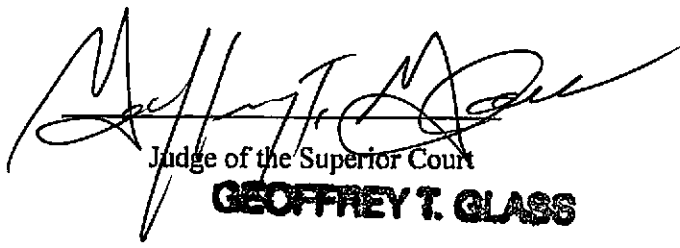
By: 
James Mattesich
Anthony Cortez
Attorneys for Defendant
GENESIS TODAY, INC.

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ORDER AND JUDGMENT

Based on the Parties' stipulation, and good cause appearing therefor, this Consent Judgment is approved and judgment is hereby entered according to its terms.
IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: MARCH 25, 2015



Judge of the Superior Court
GEOFFREY T. GLASS

EXHIBIT
A

EXHIBIT "A"

WRAITH LAW

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

January 6, 2012

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

Dear Alleged Violator and the Appropriate Public Enforcement Agencies:

I represent Environmental Research Center ("ERC"), 5694 Mission Center Road #199, San Diego, CA 92108; Tel. (619) 309- 4194. ERC's Executive Director is Chris Heptinstall. ERC is a California non-profit corporation dedicated to, among other causes, helping safeguard the public from health hazards by bringing about a reduction in the use and misuse of hazardous and toxic chemicals, facilitating a safe environment for consumers and employees, and encouraging corporate responsibility.

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

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

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

Genesis Today, Inc.

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

Genesis Today Inc. GenEssentials Greens – Lead
Genesis Today Inc. GenEssentials Fiber – Lead
Genesis Today Inc. Sea Buckthorn – Lead
Genesis Today Inc. 4Heart – Lead
Genesis Today Inc. 4Energy – Lead

Genesis Today Inc. 4Blood Sugar – Lead
Genesis Today Inc. 4Weight Control – Lead
Genesis Today Inc. 4Total Cleanse Part 1 Whole Body Cleanser – Lead
Genesis Today Inc. 4Total Cleanse Part 2 Intestinal Cleanser – Lead

On February 27, 1987, the State of California officially listed lead as a chemical known to cause developmental toxicity, and male and female reproductive toxicity. On October 1, 1992, the State of California officially listed lead and lead compounds as chemicals known to cause cancer.

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

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

Approximate Time Period of Violations. Ongoing violations have occurred every day since at least January 6, 2009, as well as every day since the products were introduced into the California marketplace, and will continue every day until clear and reasonable warnings are provided to product purchasers and users or until these known toxic chemicals are either removed from or reduced to allowable levels in the products. Proposition 65 requires that a clear and reasonable warning be provided prior to exposure to the identified chemicals. The method of warning should be a warning that appears on the product label. The Violator violated Proposition 65 because it failed to provide persons handling and/or using these products with appropriate warnings that they are being exposed to these chemicals.

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

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

January 6, 2012

Page 3

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

Sincerely,



William F. Wraith

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to Genesis Today, 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 Genesis Today, Inc.

I, William F. Wraith, declare:

1. This Certificate of Merit accompanies the attached 60-day notice in which it is alleged the parties identified in the notice violated California Health & Safety Code Section 25249.6 by failing to provide clear and reasonable warnings.

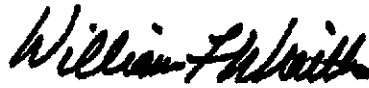
2. I am an attorney for the noticing party.

3. I have consulted with one or more persons with relevant and appropriate experience or expertise who have reviewed facts, studies, or other data regarding the exposure to the listed chemicals that are the subject of the notice.

4. Based on the information obtained through those consultants, and on other information in my possession, I believe there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a credible basis that all elements of the plaintiff's case can be established and that the information did not prove that the alleged Violator will be able to establish any of the affirmative defenses set forth in the statute.

5. Along with the copy of this Certificate of Merit served on the Attorney General is attached additional factual information sufficient to establish the basis for this certificate, including the information identified in California Health & Safety Code §25249.7(h)(2), i.e., (1) the identity of the persons consulted with and relied on by the certifier, and (2) the facts, studies, or other data reviewed by those persons.

Dated: January 6, 2012



William F. Wraith

CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury under the laws of the State of California that the following is true and correct:

I am a citizen of the United States, over the age of 18 years of age, and am not a party to the within entitled action. My business address is 306 Joy Street, Fort Oglethorpe, Georgia 30742

On January 6, 2012, I served the following documents: **NOTICE OF VIOLATIONS OF CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; "THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986 (PROPOSITION 65): A SUMMARY"** on the following parties by placing a true and correct copy thereof in a sealed envelope, addressed to the party listed below and depositing it in a US Postal Service Office for delivery by Certified Mail:

Lindsey Duncan, President
Genesis Today, Inc.
14101 W. Highway 290
Bldg. 1900
Austin, TX 78737

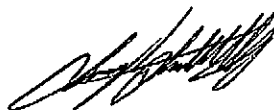
Ron Tennell
(Genesis Today, Inc.'s Registered
Agent for Service of Process)
14101 W. Highway 290
Bldg. 1900
Austin, TX 78737

On January 6, 2012, I served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; ADDITIONAL SUPPORTING INFORMATION FOR CERTIFICATE OF MERIT AS REQUIRED BY CALIFORNIA HEALTH & SAFETY CODE §25249.7(d)(1)** on the following parties by placing a true and correct copy thereof in a sealed envelope, addressed to the party listed below and depositing it in a US Postal Service Office 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 6, 2012, I served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT** on each of the parties on the Service List attached hereto by placing a true and correct copy thereof in a sealed envelope, addressed to each of the parties **on the Service List attached hereto**, and depositing it with the U.S. Postal Service for delivery by Priority Mail.

Executed on January 6, 2012, in Fort Oglethorpe, Georgia.



Chris Heptinstall

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

January 6, 2012

Page 6

Service List

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

District Attorney, Alpine County
P.O. Box 248
Markleeville, CA 96120

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

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

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

District Attorney, Colusa County
547 Market Street
Colusa, CA 95932

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

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

District Attorney, El Dorado County
515 Main Street
Placerville, CA 95667

District Attorney, Fresno County
2220 Tulare Street, #1000
Fresno, CA 93721

District Attorney, Glenn County
Post Office Box 430
Willows, CA 95988

District Attorney, Humboldt County
825 5th Street
Eureka, CA 95501

District Attorney, Imperial County
939 West Main Street, Ste 102
El Centro, CA 92243

District Attorney, Inyo County
230 W. Line Street
Bishop, CA 93514

District Attorney, Kern County
1215 Truxtun Avenue
Bakersfield, CA 93301

District Attorney, Kings County
1400 West Lacey Boulevard
Hanford, CA 93230

District Attorney, Lake County
255 N. Forbes Street
Lakeport, CA 95453

District Attorney, Lassen County
220 South Lassen Street, Ste. 8
Susanville, CA 96130

District Attorney, Los Angeles County
210 West Temple Street, Rm 345
Los Angeles, CA 90012

District Attorney, Madera County
209 West Yosemite Avenue
Madera, CA 93637

District Attorney, Marin County
3501 Civic Center, Room 130
San Rafael, CA 94903

District Attorney, Mariposa County
Post Office Box 730
Mariposa, CA 95338

District Attorney, Mendocino County
Post Office Box 1000
Ukiah, CA 95482

District Attorney, Merced County
2222 M Street
Merced, CA 95340

District Attorney, Modoc County
204 S Court Street, Room 202
Alturas, CA 96101-4020

District Attorney, Mono County
Post Office Box 617
Bridgeport, CA 93517

District Attorney, Monterey County
230 Church Street, Bldg 2
Salinas, CA 93901

District Attorney, Napa County
931 Parkway Mall
Napa, CA 94559

District Attorney, Nevada County
110 Union Street
Nevada City, CA 95959

District Attorney, Orange County
401 Civic Center Drive West
Santa Ana, CA 92701

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

January 6, 2012

Page 7

District Attorney, Placer County
10810 Justice Center Drive, Ste 240
Roseville, CA 95678

District Attorney, Plumas County
520 Main Street, Room 404
Quincy, CA 95971

District Attorney, Riverside County
4075 Main Street, 1st Floor
Riverside, CA 92501

District Attorney, Sacramento County
901 "G" Street
Sacramento, CA 9581

District Attorney, San Benito County
419 Fourth Street, 2nd Floor
Hollister, CA 95023

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

District Attorney, San Diego County
330 West Broadway, Room 1300
San Diego, CA 92101

District Attorney, San Francisco County
850 Bryant Street, Room 325
San Francisco, CA 94103

District Attorney, San Joaquin County
Post Office Box 990
Stockton, CA 95201

District Attorney, San Luis Obispo County
1050 Monterey Street, Room 450
San Luis Obispo, CA 93408

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

District Attorney, Santa Barbara County
1105 Santa Barbara Street
Santa Barbara, CA 93101

District Attorney, Santa Clara County
70 West Hedding Street
San Jose, CA 95110

District Attorney, Santa Cruz County
701 Ocean Street, Room 200
Santa Cruz, CA 95060

District Attorney, Shasta County
1525 Court Street, Third Floor
Redding, CA 96001-1632

District Attorney, Sierra County
PO Box 457
Downieville, CA 95936

District Attorney, Siskiyou County
Post Office Box 986
Yreka, CA 96097

District Attorney, Solano County
675 Texas Street, Ste 4500
Fairfield, CA 94533

District Attorney, Sonoma County
600 Administration Drive, Room 212J
Santa Rosa, CA 95403

District Attorney, Stanislaus County
832 12th Street, Ste 300
Modesto, CA 95353

District Attorney, Sutter County
446 Second Street
Yuba City, CA 95991

District Attorney, Tehama County
Post Office Box 519
Red Bluff, CA 96080

District Attorney, Trinity County
Post Office Box 310
Weaverville, CA 96093

District Attorney, Tulare County
221 S. Mooney Avenue, Room 224
Visalia, CA 93291

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

District Attorney, Ventura County
800 South Victoria Avenue
Ventura, CA 93009

District Attorney, Yolo County
301 2nd Street
Woodland, CA 95695

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

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

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

San Francisco City Attorney's Office
City Hall, Room 234
1 Drive Carlton B Goodlett Place
San Francisco, CA 94102

San Jose City Attorney's Office
200 East Santa Clara Street
San Jose, CA 95113

EXHIBIT
B

EXHIBIT "B"

WRAITH LAW

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

October 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, San Diego, CA 92108; Tel. (619) 500-3090. ERC’s Executive Director is Chris Heptinstall. ERC is a California non-profit corporation dedicated to, among other causes, helping safeguard the public from health hazards by bringing about a reduction in the use and misuse of hazardous and toxic chemicals, facilitating a safe environment for consumers and employees, and encouraging corporate responsibility.

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

General Information about Proposition 65. A copy of a summary of Proposition 65, prepared by the Office of Environmental Health Hazard Assessment, is attached 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:

Genesis Today, 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:

Genesis Today Inc. Pure & Potent Cassia Nomame - Lead
Genesis Today Inc. Pure & Potent Caralluma Fimbriata - Lead

On February 27, 1987, the State of California officially listed lead as a chemical known to cause developmental toxicity, and male and female reproductive toxicity. On October 1, 1992, the State of California officially listed lead and lead compounds as chemicals known to cause cancer.

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

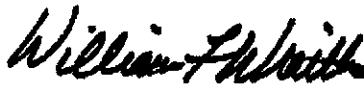
Route of Exposure. The consumer exposures that are the subject of this notice result from the purchase, acquisition, handling and recommended use of these products. Consequently, the primary route of exposure to these chemicals has been and continues to be through ingestion, but may have also occurred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

Approximate Time Period of Violations. Ongoing violations have occurred every day since at least October 18, 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,



William F. Wraith

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to Genesis Today, 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 Genesis Today, Inc.

I, William F. Wraith, declare:

1. This Certificate of Merit accompanies the attached 60-day notice in which it is alleged the party identified in the notice violated California Health & Safety Code Section 25249.6 by failing to provide clear and reasonable warnings.

2. I am an attorney for the noticing party.

3. I have consulted with one or more persons with relevant and appropriate experience or expertise who have reviewed facts, studies, or other data regarding the exposure to the listed 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: October 18, 2013



William F. Wraith

CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury under the laws of the State of California that the following is true and correct:

I am a citizen of the United States, over the age of 18 years of age, and am not a party to the within entitled action. My business address is 306 Joy Street, Fort Oglethorpe, Georgia 30742. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at Fort Oglethorpe, Georgia.

On October 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 party listed below and depositing it at a U.S. Postal Service Office with the postage fully prepaid for delivery by Certified Mail:

President or CEO
Genesis Today, Inc.
14101 W. Highway 290
Bldg. 1900
Austin, TX 78737

Ron Tennell
(Genesis Today, Inc.'s Registered Agent
for Service of Process)
14101 W. Highway 290
Bldg. 1900
Austin, TX 78737

On October 18, 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 October 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 a U.S. Postal Service Office with the postage fully prepaid for delivery by First Class Mail.

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



Tiffany Capehart

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

October 18, 2013

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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
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 Cr., 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
Downville, 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, 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 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

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

4 On April 13, 2015, I served the foregoing documents described as:

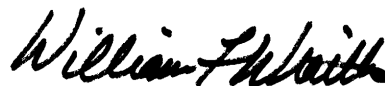
5 **NOTICE OF ENTRY OF JUDGMENT**

6 on the following interested parties in this action in the manner identified below:

| | |
|--|--|
| 7 James M. Mattesich, Esq. 8 Anthony J. Cortez, Esq. 9 Gregory Sperla, Esq. 10 Greenberg Traurig, LLP 11 1201 K Street, Suite 1100 12 Sacramento, CA 95814-3938 13 Attorneys for Defendant Genesis Today, Inc. | 14 Proposition 65 Enforcement Reporting 15 Attention: Prop 65 Coordinator 16 1515 Clay Street, Suite 2000 17 Post Office Box 70550 18 Oakland, California 94612-0550 |
|--|--|

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

25 I declare under penalty of perjury under the laws of the State of California that the above is true
26 and correct. Executed on April 13, 2015, at Laguna Hills, California.

27 

28 _____
William Wraith