

**ENDORSED
FILED
ALAMEDA COUNTY**

JUL 09 2015

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20 UNICITY INTERNATIONAL, INC.

21 SUPERIOR COURT OF THE STATE OF CALIFORNIA
22 COUNTY OF ALAMEDA

23 ENVIRONMENTAL RESEARCH
24 CENTER, INC. a California non-profit
25 corporation,

26 Plaintiff,

27 v.

28 UNICITY INTERNATIONAL, INC., a
29 Delaware Corporation

30 Defendant.

CASE NO. RG 15768771

STIPULATED CONSENT JUDGMENT;
[PROPOSED] ORDER

WJL
Health & Safety Code § 25249.5 *et seq.*

Action Filed: June 9, 2014
Trial Date: None set

31 **1. INTRODUCTION**

32 **1.1** On May 1, 2015, Plaintiff Environmental Research Center, Inc. (“ERC”), a non-
33 profit corporation, as a private enforcer, and in the public interest, initiated this action by filing
34 a Complaint for Injunctive and Declaratory Relief and Civil Penalties (the “Complaint”)
35

1 pursuant to the provisions of California Health and Safety Code section 25249.5 *et seq.*
2 (“Proposition 65”), against Unicity International, Inc. (“Unicity”). In this action, ERC alleges
3 that a number of products manufactured, distributed or sold by Unicity contain lead, a
4 chemical listed under Proposition 65 as a carcinogen and reproductive toxin, and expose
5 consumers to this chemical at a level requiring a Proposition 65 warning. These products
6 (referred to hereinafter individually as a “Covered Product” or collectively as “Covered
7 Products”) are: (1) Unicity International Inc. Bios Life BM&C Plus, (2) Unicity International Inc.
8 Unicity Balance, (3) Unicity International Inc. Bios Life Bios Life2 Original, (4) Unicity
9 International Inc. Soy Protein, (5) Unicity International Inc. Bios Life Slim, (6) Unicity
10 International Inc. SIG, (7) Unicity International Inc. Unicity Paraway Plus, (8) Unicity
11 International Inc. Cardio-Essentials, (9) Unicity International Inc. ChloroPlasma Plus, (10)
12 Unicity International Inc. Enzygen Plus, (11) Unicity International Inc. Red Clover Plus, and
13 (12) Unicity International Inc. Bios Life Vascular Complete.

14 **1.2** ERC and Unicity are hereinafter referred to individually as a “Party” or
15 collectively as the “Parties.”

16 **1.3** ERC is a California non-profit corporation dedicated to, among other causes,
17 helping safeguard the public from health hazards by reducing the use and misuse of hazardous
18 and toxic chemicals, facilitating a safe environment for consumers and employees, and
19 encouraging corporate responsibility.

20 **1.4** For purposes of this Consent Judgment, the Parties agree that Unicity is a business
21 entity that has employed ten or more persons at all times relevant to this action, and qualifies as a
22 “person in the course of business” within the meaning of Proposition 65. Unicity distributes and
23 sells the Covered Products.

24 **1.5** The Complaint is based on allegations contained in ERC’s Notice of Violation
25 dated August 29, 2014, that was served on the California Attorney General, other public
26 enforcers, and Unicity (“Notice”). A true and correct copy of the Notice is attached as Exhibit
27 A and is hereby incorporated by reference. More than 60 days have passed since the Notice
28

1 was mailed and uploaded to the Attorney General's website, and no designated governmental
2 entity has filed a complaint against Unicity with regard to the Covered Products or the alleged
3 violations.

4 **1.6** ERC's Notice 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. Unicity denies all material allegations
7 contained in the Notice and Complaint.

8 **1.7** The Parties have entered into this Consent Judgment in order to settle,
9 compromise and resolve disputed claims and thus avoid prolonged and costly litigation.
10 Nothing in this Consent Judgment shall constitute or be construed as an admission by any of
11 the Parties, or by any of their respective officers, directors, shareholders, employees, agents,
12 parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers,
13 distributors, wholesalers, or retailers. Except for the representations made above, nothing in
14 this Consent Judgment shall be construed as an admission by the Parties of any fact, issue of
15 law, or violation of law, nor shall compliance with this Consent Judgment be construed as an
16 admission by the Parties of any fact, issue of law, or violation of law, at any time, for any
17 purpose.

18 **1.8** Except as expressly set forth herein, nothing in this Consent Judgment shall
19 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
20 other or future legal proceeding unrelated to these proceedings.

21 **1.9** The Effective Date of this Consent Judgment is the date on which it is entered as
22 a Judgment by this Court.

23 **2. JURISDICTION AND VENUE**

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

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

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

5 **3.1** Beginning on the Effective Date, Unicity shall not manufacture for sale in the
6 State of California, "Distribute into the State of California", or directly sell in the State of
7 California, any Covered Product which exposes a person to a "Daily Exposure Level" of more
8 than 0.5 micrograms per day when the maximum suggested dose is taken as directed on the
9 Covered Product's label, unless it meets the warning requirements under Section 3.2.

10 **3.1.1** As used in this Consent Judgment, the term "Distribute into the State of
11 California" shall mean to directly ship a Covered Product into California for sale in California
12 or to sell a Covered Product to a distributor that Unicity knows will sell the Covered Product in
13 California.

14 **3.1.2** For purposes of this Consent Judgment, the "Daily Lead Exposure
15 Level" shall be measured in micrograms, and shall be calculated using the following formula:
16 micrograms of lead per gram of product, multiplied by grams of product per serving of the
17 product (using the largest serving size appearing on the product label), multiplied by servings
18 of the product per day (using the largest number of servings in a recommended dosage
19 appearing on the product label), which equals micrograms of lead exposure per day.

20 **3.2 Clear and Reasonable Warnings**

21 If Unicity is required to provide a warning pursuant to Section 3.1, one of the following
22 warnings must be utilized:

23 [California] [Proposition 65] **WARNING:** This product contains lead, a chemical known
24 to the State of California to cause [cancer and] birth defects or other reproductive harm.

25 The bracketed words may, but are not required to, be used except that Unicity shall use the phrase
26 "cancer and" in the warning if it knows or has reason to know the Covered Product has more than
27 15 micrograms of lead as determined pursuant to the quality control methodology set forth in

1 Sections 3.4.2 and 3.4.3.

2 OR, to comply with Proposition 65 as to other listed chemicals in the Covered Products:

3 [California] [Proposition 65] **WARNING:** This product contains chemicals known to the
4 State of California to cause [cancer and] birth defects or other reproductive harm.

5 The bracketed words may, but are not required to, be used except that Unicity shall use the phrase
6 “cancer and” in the warning if it knows or has reason to know the Covered Product has greater
7 than the No Significant Risk Level (NSRL) for any of the listed chemicals as determined pursuant
8 to the quality control methodology set forth in Sections 3.4.2 and 3.4.3.

9 Unicity shall provide the warning via the following methods: 1) for Covered Products sold
10 online through Unicity’s website to consumers in the state of California: (a) on Unicity’s website,
11 prior to the consumer’s completing purchase of the Covered Products, upon the consumer entering
12 a California delivery address and (b) on the packing slip and/or insert accompanying the shipment
13 of Covered Products to a California purchaser; or 2) for Covered Products, if any, sold via
14 authorized retail stores in the State of California, on the label or container of Unicity’s product
15 packaging for each Covered Product distributed into the State of California as defined in Section
16 3.1.1.

17 The warning shall be at least the same size as the largest of any other health or safety
18 warnings also appearing on its website or on the label or container of Unicity’s product packaging
19 and the word “**WARNING**” shall be in all capital letters and in bold print. No other statements
20 contradicting the Proposition 65 warning may accompany the warning.

21 Unicity must display the above warnings with such conspicuousness, as compared with
22 other words, statements, or design of the label or container, as applicable, to render the warning
23 likely to be read and understood by an ordinary individual under customary conditions of purchase
24 or use of the product.

25 If the California Office of Environmental Health Hazard Assessment or other
26 governmental body with authority promulgates regulations setting forth warning text and/or
27 methods of transmission required or permitted to be used under Proposition 65 for exposures to

1 listed chemicals in Covered Products, then at its sole discretion Unicity may use such other
2 warning text and/or method of transmission without being deemed in breach of this Consent
3 Judgment.

4 5 **3.3 Reformulated Covered Products**

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

10 **3.4 Testing and Quality Control Methodology**

11 **3.4.1** The testing requirements discussed in this Section 3.4 are not applicable
12 to any Covered Product for which Unicity has provided the warning as specified in Section 3.2.

13 **3.4.2** All testing pursuant to this Consent Judgment shall be performed using a
14 laboratory method that complies with the performance and quality control factors appropriate
15 for the method used, including limit of detection, qualification, accuracy, and precision that
16 meets the following criteria: Inductively Coupled Plasma-Mass Spectrometry (ICP-MS)
17 achieving a limit of quantification of less than or equal to 0.010 mg/kg or any other testing
18 method subsequently agreed upon in writing by the Parties.

19 **3.4.3** All testing pursuant to this Consent Judgment shall be performed by an
20 independent third-party laboratory certified by the California Environmental Laboratory
21 Accreditation Program or an independent third-party laboratory that is registered with the
22 United States Food & Drug Administration. Nothing in this Consent Judgment shall limit
23 Unicity's ability to conduct, or require that others conduct, additional testing of the Covered
24 Products, including the raw materials used in their manufacture.

25 **3.4.4** Unicity shall arrange, at least once per year for at least five consecutive
26 years, for the lead testing of five randomly selected samples of each Covered Product in the
27 form intended for sale to the end-user to be distributed or sold to California. Unicity shall
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1 continue testing for the five-year period so long as the Covered Products are sold in California
2 or sold to a third party, if any, for authorized retail sale in California. If tests conducted
3 pursuant to this Section demonstrate that no warning is required for a Covered Product during
4 each of five consecutive years, then the testing requirements of this Section will no longer be
5 required as to that Covered Product. However, if after the five-year period, Unicity changes
6 ingredient suppliers for any of the Covered Products and/or reformulates any of the Covered
7 Products, Unicity shall test that Covered Product at least once after such change is made.

8 **3.4.5** Beginning on the Effective Date and continuing for a period of five years
9 thereafter, Unicity shall arrange for copies of all laboratory reports with results of testing for
10 lead content under Section 3.4 to be automatically sent by the testing laboratory directly to
11 ERC within ten working days after completion of that testing. These reports shall be deemed
12 and treated by ERC as confidential information under the terms of the confidentiality
13 agreement entered into by the Parties. For the testing required under this Section 3.4, Unicity
14 shall retain all test results and documentation for a period of five years from the date of each
15 test.

16 **4. SETTLEMENT PAYMENT**

17 **4.1** In full satisfaction of all potential civil penalties, payment in lieu of civil
18 penalties, attorney's fees, and costs, Unicity shall make a total payment of \$200,000.00 ("Total
19 Settlement Amount") to ERC within 5 days of the Effective Date. Unicity shall make this
20 payment by wire transfer to ERC's escrow account, for which ERC will give Unicity the
21 necessary account information. The Total Settlement Amount shall be apportioned as follows:

22 **4.2** \$96,900.00 shall be considered a civil penalty pursuant to California Health and
23 Safety Code §25249.7(b)(1). ERC shall remit 75% (\$72,675.00) of the civil penalty to the
24 Office of Environmental Health Hazard Assessment ("OEHHA") for deposit in the Safe
25 Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety
26 Code §25249.12(c). ERC will retain the remaining 25% (\$24,225.00) of the civil penalty.

1 **4.3** \$1,958.27 shall be distributed to Environmental Research Center as
2 reimbursement to ERC for reasonable costs incurred in bringing this action; and \$73,967.42
3 shall be distributed to Environmental Research Center in lieu of further civil penalties, for the
4 day-to-day business activities such as (1) continued enforcement of Proposition 65, which
5 includes work, analyzing, researching and testing consumer products that may contain
6 Proposition 65 chemicals, focusing on the same or similar type of ingestible products that are
7 the subject matter of the current action; (2) the continued monitoring of past consent judgments
8 and settlements to ensure companies are in compliance with Proposition 65; and (3) giving a
9 donation of \$3,690.00 to the Natural Resources Defense Council to address reducing toxic
10 chemical exposures in California.

11 **4.4** \$15,270.00 shall be distributed to Lozeau|Drury LLP as reimbursement of
12 ERC's attorney's fees while \$11,904.31 shall be distributed to ERC for its in-house legal fees.

13 **5. MODIFICATION OF CONSENT JUDGMENT**

14 **5.1** This Consent Judgment may be modified only (i) by written stipulation of the
15 Parties and entry of such stipulation by order of the Court; or (ii) upon entry by the Court of a
16 modified consent judgment.

17 **5.2** If Unicity seeks to modify this Consent Judgment under Section 5.1, then
18 Unicity must provide written notice to ERC of its intent ("Notice of Intent"). If ERC seeks to
19 meet and confer regarding the proposed modification in the Notice of Intent, then ERC must
20 provide written notice to Unicity within thirty days of receiving the Notice of Intent. If ERC
21 notifies Unicity in a timely manner of ERC's intent to meet and confer, then the Parties shall
22 meet and confer in good faith as required in this Section. The Parties shall meet in person or
23 via telephone within thirty (30) days of ERC's notification of its intent to meet and confer.
24 Within thirty days of such meeting, if ERC disputes the proposed modification, ERC shall
25 provide to Unicity a written basis for its position. The Parties shall continue to meet and confer
26 for an additional thirty (30) days in an effort to resolve any remaining disputes. Should it
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1 become necessary, the Parties may agree in writing to different deadlines for the meet-and-
2 confer period.

3 **5.3** In the event that Unicity initiates or otherwise requests a modification under
4 Section 5.1, and the meet and confer process leads to a joint motion or application of the
5 Consent Judgment, Unicity shall reimburse ERC its costs and reasonable attorney's fees for the
6 time spent in the meet-and-confer process and filing and arguing the motion or application.

7 **5.4** Where the meet-and-confer process does not lead to a joint motion or
8 application in support of a modification of the Consent Judgment, then either Party may seek
9 judicial relief on its own. In such a situation, the prevailing party may seek to recover costs and
10 reasonable attorney's fees. As used in the preceding sentence, the term "prevailing party"
11 means a party who is successful in obtaining relief more favorable to it than the relief that the
12 other party was amenable to providing during the Parties' good faith attempt to resolve the
13 dispute that is the subject of the modification.

14 **6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT**
15 **JUDGMENT**

16 **6.1** This Court shall retain jurisdiction of this matter to enforce, modify or terminate
17 this Consent Judgment.

18 **6.2** If ERC alleges that any Covered Product fails to qualify as a Reformulated
19 Covered Product (for which ERC alleges that no warning has been provided), then ERC shall
20 inform Unicity in a reasonably prompt manner of its test results, including information
21 sufficient to permit Unicity to identify the Covered Products at issue. Unicity shall, within
22 thirty days following such notice, provide ERC with testing information, from an independent
23 third-party laboratory meeting the requirements of Sections 3.4.1 and 3.4.2, demonstrating
24 Unicity's compliance with the Consent Judgment, if warranted. The Parties shall first attempt
25 to resolve the matter prior to ERC taking any further legal action.

26 **7. APPLICATION OF CONSENT JUDGMENT**

27 This Consent Judgment may apply to, be binding upon, and benefit the Parties and their
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1 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,
2 divisions, affiliates, franchisees, licensees, customers (excluding private labelers), distributors,
3 wholesalers, retailers, predecessors, successors, and assigns. This Consent Judgment shall have no
4 application to Covered Products which are distributed or sold exclusively outside the State of
5 California to consumers who do not identify a California shipping address.

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

7 **8.1** This Consent Judgment is a full, final, and binding resolution between ERC, on
8 behalf of itself and in the public interest, and Unicity, of any alleged violation of Proposition 65
9 or its implementing regulations for failure to provide Proposition 65 warnings of exposure to
10 lead from the handling, use, or consumption of the Covered Products and fully resolves all
11 claims that have been or could have been asserted in this action up to and including the
12 Effective Date for failure to provide Proposition 65 warnings for the Covered Products. ERC,
13 on behalf of itself and in the public interest, hereby discharges and releases Unicity and its
14 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,
15 divisions, affiliates, suppliers, franchisees, licensees, customers (not including private label
16 customers of Unicity), distributors, wholesalers, retailers, and all other upstream and
17 downstream entities in the distribution chain of any Covered Product, and the predecessors,
18 successors and assigns of any of them (collectively, "Released Parties"), from any and all
19 claims, actions, causes of action, suits, demands, liabilities, damages, penalties, fees, costs and
20 expenses asserted, or that could have been asserted, as to any alleged violation of Proposition
21 65 arising from the failure to provide Proposition 65 warnings on the Covered Products
22 regarding lead.

23 **8.2** ERC on its own behalf only, on one hand, and Unicity on its own behalf only,
24 on the other, further waive and release any and all claims they may have against each other for
25 all actions or statements made or undertaken in the course of seeking or opposing enforcement
26 of Proposition 65 in connection with the Notice or Complaint up through and including the
27 Effective Date, provided, however, that nothing in Section 8 shall affect or limit any Party's
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1 right to seek to enforce the terms of this Consent Judgment.

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

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

15 ERC on behalf of itself only, on the one hand, and Unicity, on the other hand, acknowledge and
16 understand the significance and consequences of this specific waiver of California Civil Code
17 section 1542.

18 **8.4** Compliance with the terms of this Consent Judgment shall be deemed to
19 constitute compliance with Proposition 65 by any releasee regarding alleged exposures to lead
20 in the Covered Products as set forth in the Notice and the Complaint.

21 **8.5** Nothing in this Consent Judgment is intended to apply to any occupational or
22 environmental exposures arising under Proposition 65, nor shall it apply to any of Unicity's
23 products other than the Covered Products.

24 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

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

27 **10. GOVERNING LAW**

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

1 **11. PROVISION OF NOTICE**

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

5 **FOR ENVIRONMENTAL RESEARCH CENTER, INC.:**

6 Chris Heptinstall, Executive Director, Environmental Research Center
7 3111 Camino Del Rio North, Suite 400
8 San Diego, CA 92108
9 Tel: (619) 500-3090
10 Email: chris_erc501c3@yahoo.com

11 With a copy to:

12 RICHARD DRURY
13 DOUGLAS J. CHERMAK
14 LOZEAU | DRURY LLP
15 410 12th Street, Suite 250
16 Oakland, CA 94607
17 Telephone: (510) 836-4200
18 Fax: (510) 836-4205
19 Email: richard@lozeaudrury.com
20 doug@lozeaudrury.com

21 **UNICITY INTERNATIONAL, INC.**

22 Clayton Barton, COO
23 Unicity International, Inc.
24 1201 N. 800 E
25 Orem, Utah 84097
26 Email: clayton.barton@unicity.com

27 With a copy to:

28 ANN G. GRIMALDI
29 GRIMALDI LAW OFFICES
30 50 California Street, Suite 1500
31 San Francisco, CA 94111
32 Telephone: (415) 463-5186
33 Facsimile: (415) 358-4467
34 Email: ann.grimaldi@grimaldilawoffices.com

1 **12. COURT APPROVAL**

2 **12.1** Upon execution of this Consent Judgment by the Parties, ERC shall notice a
3 Motion for Court Approval. The Parties shall use their best efforts to support entry of this
4 Consent Judgment.

5 **12.2** If the California Attorney General objects to any term in this Consent Judgment,
6 the Parties shall use their best efforts to resolve the concern in a timely manner, and if possible
7 prior to the hearing on the motion.

8 **12.3** If this Stipulated Consent Judgment is not approved by the Court, it shall be
9 void and have no force or effect.

10 **13. EXECUTION AND COUNTERPARTS**

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

14 **14. DRAFTING**

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

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

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

6 **16. ENTIRE AGREEMENT, AUTHORIZATION**

7 **16.1** This Consent Judgment contains the sole and entire agreement and
8 understanding of the Parties with respect to the entire subject matter herein, and any and all
9 prior discussions, negotiations, commitments and understandings related hereto. No
10 representations, oral or otherwise, express or implied, other than those contained herein have
11 been made by any Party. No other agreements, oral or otherwise, unless specifically referred to
12 herein, shall be deemed to exist or to bind any Party.

13 **16.2** Each signatory to this Consent Judgment certifies that he or she is fully
14 authorized by the Party he or she represents to stipulate to this Consent Judgment. Except as
15 explicitly provided herein, each Party shall bear its own fees and costs.

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

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

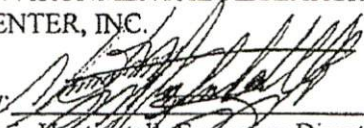
21 (1) Find that the terms and provisions of this Consent Judgment represent a fair and
22 equitable settlement of all matters raised by the allegations of the Complaint, that the matter has
23 been diligently prosecuted, and that the public interest is served by such settlement; and

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

26 **IT IS SO STIPULATED:**
27
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1 Dated: 5/11, 2015

ENVIRONMENTAL RESEARCH
CENTER, INC.

By: 
Chris Heptinstall, Executive Director

4 Dated: 6 May, 2015

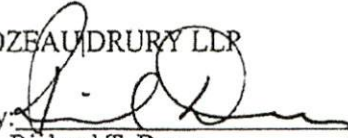
UNICITY INTERNATIONAL, INC.

By: 
Its: COO

8 **APPROVED AS TO FORM:**

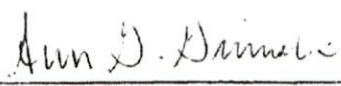
9 Dated: May 1, 2015

LOZEAU DRURY LLP

By: 
Richard T. Drury
Douglas J. Chermak
Attorneys for Plaintiff Environmental
Research Center, Inc.

14 Dated: May 8, 2015

GRIMALDI LAW OFFICES

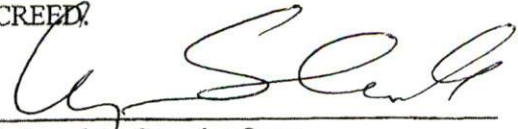
By: 
Ann G. Grimaldi
Attorney for Defendant
Unicity International, Inc.

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.

26 Dated: July 9, 2015



Judge of the Superior Court