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FILED
ALAMEDA COUNTY

JUN 07 2016

CLERK OF THE SUPERIOR COURT

By *Johnson* Deputy

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22 VITAQUEST INTERNATIONAL INC.; WINDMILL HEALTH
23 PRODUCTS, LLC; WINDMILL HEALTH PRODUCTS, LLC dba
24 GARDEN GREENS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

20 ENVIRONMENTAL RESEARCH
21 CENTER, INC. a non-profit California
22 corporation,
23
24 Plaintiff,
25
26 v.
27 VITAQUEST INTERNATIONAL, LLC, a
28 Delaware Limited Liability Company;
VITAQUEST INTERNATIONAL, INC., a
Delaware Corporation; WINDMILL HEALTH
PRODUCTS, LLC, a New Jersey Limited
Liability Company; WINDMILL HEALTH
PRODUCTS, LLC dba GARDEN GREENS, a
New Jersey Limited Liability Company,

Defendants.

Case No. RG16801018

ASSIGNED FOR ALL PURPOSES TO:
JUDGE BRAD SELIGMAN
DEPARTMENT 30

STIPULATED CONSENT
JUDGMENT

Health & Safety Code § 25249.5 *et seq.*

Action Filed: January 21, 2016
Trial Date: None set

STIPULATED CONSENT JUDGMENT

CASE NO RG16801018

1 **1. INTRODUCTION**

2 **1.1** On January 21, 2016, Plaintiff Environmental Research Center, Inc. ("ERC"), a
3 non-profit corporation, as a private enforcer, and in the public interest, initiated this action by
4 filing a Complaint for Injunctive Relief and Civil Penalties (the "Complaint") pursuant to the
5 provisions of California Health and Safety Code section 25249.5 *et seq.* ("Proposition 65"),
6 against VITAQUEST INTERNATIONAL, LLC, a Delaware Limited Liability Company;
7 VITAQUEST INTERNATIONAL, INC., a Delaware Corporation; WINDMILL HEALTH
8 PRODUCTS, LLC, a New Jersey Limited Liability Company; and WINDMILL HEALTH
9 PRODUCTS, LLC dba GARDEN GREENS, a New Jersey Limited Liability Company
10 (hereinafter referred to individually as "Defendant" or collectively as "Defendants"). In this
11 action, ERC alleges that a number of products manufactured, distributed or sold by Defendants
12 contain lead, a chemical listed under Proposition 65 as a carcinogen and reproductive toxin, and
13 expose consumers to this chemical at a level requiring a Proposition 65 warning. These
14 products (referred to hereinafter individually as a "Covered Product" or collectively as
15 "Covered Products") are:

- 16 a. Garden Greens Essential Greens 3000;
17 b. Garden Greens Essential Greens Garden Greens Blend Very Berry Flavor;
18 c. Garden Greens 24 Hour Inner Cleanse 7 Day Intestinal Cleansing Formula, a
19 kit containing the below products:
20 i. Garden Greens 24 Hour Inner Cleanse 7 Day Intestinal Cleansing
21 Formula Daytime Formula; and
22 ii. Garden Greens 24 Hour Inner Cleanse 7 Day Intestinal Cleansing
23 Formula Nighttime Formula.

24 **1.2** ERC and Defendants are hereinafter referred to individually as a "Party" or
25 collectively as the "Parties."

26 **1.3** ERC is a California non-profit corporation dedicated to, among other causes,
27 helping safeguard the public from health hazards by reducing the use and misuse of hazardous
28

1 and toxic chemicals, facilitating a safe environment for consumers and employees, and
2 encouraging corporate responsibility.

3 1.4 For purposes of this Consent Judgment, the Parties agree that each Defendant is a
4 business entity each of which has employed ten or more persons at all times relevant to this action,
5 and qualifies as a "person in the course of business" within the meaning of Proposition 65.
6 Defendants manufacture, distribute, and sell the Covered Products.

7 1.5 The Complaint is based on allegations contained in ERC's Notice of Violation
8 dated February 13, 2015, that was served on the California Attorney General, other public
9 enforcers, and Defendants ("Notice"). A true and correct copy of the Notice is attached as
10 Exhibit A and is hereby incorporated by reference. More than 60 days have passed since the
11 Notice was mailed and uploaded to the Attorney General's website, and no designated
12 governmental entity has filed a complaint against Defendants with regard to the Covered
13 Products or the alleged violations.

14 1.6 ERC's Notice and Complaint allege that use of the Covered Products exposes
15 persons in California to lead without first providing clear and reasonable warnings in violation
16 of California Health and Safety Code section 25249.6. Defendants deny all material allegations
17 contained in the Notice and Complaint.

18 1.7 The Parties have entered into this Consent Judgment in order to settle,
19 compromise and resolve disputed claims and thus avoid prolonged and costly litigation.
20 Nothing in this Consent Judgment shall constitute or be construed as an admission by any of
21 the Parties, or by any of their respective officers, directors, shareholders, employees, agents,
22 parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers,
23 distributors, wholesalers, or retailers. Except for the representations made above, nothing in
24 this Consent Judgment shall be construed as an admission by the Parties of any fact, issue of
25 law, or violation of law, nor shall compliance with this Consent Judgment be construed as an
26 admission by the Parties of any fact, issue of law, or violation of law, at any time, for any
27 purpose.
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1 **1.8** Except as expressly set forth herein, nothing in this Consent Judgment shall
2 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
3 other or future legal proceeding unrelated to these proceedings.

4 **1.9** The Effective Date of this Consent Judgment is the date on which it is entered as
5 a Judgment by this Court.

6 **2. JURISDICTION AND VENUE**

7 For purposes of this Consent Judgment and any further court action that may become
8 necessary to enforce this Consent Judgment, the Parties stipulate that this Court has subject matter
9 jurisdiction over the allegations of violations contained in the Complaint, personal jurisdiction
10 over Defendants as to the acts alleged in the Complaint, that venue is proper in Alameda County,
11 and that this Court has jurisdiction to enter this Consent Judgment as a full and final resolution of
12 all claims up through and including the Compliance Date (as that term is defined in Section 3.1
13 below) which were or could have been asserted in this action based on the facts alleged in the
14 Notice and Complaint.

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

16 **3.1** Any Covered Products that are manufactured six (6) months after the Effective
17 Date (the "Compliance Date") that Defendants thereafter distribute into the State of California,
18 offer for sale to a third party for retail sale in California, or directly sell in the State of
19 California, shall either (1) contain no more than 0.5 micrograms of lead per day as calculated
20 pursuant to Section 3.1.2, excluding allowances pursuant to Section 3.3, and as validated by the
21 quality control methodology described in Section 3.4; or (2) meet the warning requirements
22 under Section 3.2.

23 **3.1.1** As used in this Consent Judgment, the term "Distributing into the State
24 of California" shall mean to directly ship a Covered Product into California for sale in
25 California or to sell a Covered Product to a distributor that Defendants know will sell the
26 Covered Product in California.

1 3.1.2 For purposes of this Consent Judgment, the "Daily Lead Exposure
2 Level" shall be measured in micrograms, and shall be calculated using the following formula:
3 micrograms of lead per gram of product, multiplied by grams of product per serving of the
4 product (using the largest serving size appearing on the product label), multiplied by servings
5 of the product per day (using the largest number of servings in a recommended dosage
6 appearing on the product label), which equals micrograms of lead exposure per day.

7 **3.2 Clear and Reasonable Warnings**

8 If Defendants are required to provide a warning pursuant to Section 3.1, the following
9 warning must be utilized:

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

12 Defendants shall use the phrase "cancer and" in the warning only if the maximum daily dose
13 recommended on the label contains more than 15 micrograms of lead as determined pursuant to
14 the quality control methodology set forth in Section 3.4.

15 The warning shall be securely affixed to or printed upon the container or label of each
16 Covered Product. Or, for Covered Products sold over Defendants' website, the warning may
17 appear on Defendants' checkout page on their website for California consumers marketing any
18 Covered Product, or appear prior to completing checkout on Defendants' website when a
19 California delivery address is indicated for any purchase of any Covered Product.

20 The warning shall be at least the same size as the largest of any other health or safety
21 warnings also appearing on its website or on the label or container of Defendants' product
22 packaging and the word "WARNING" shall be in all capital letters. No other statements about
23 Proposition 65 or lead may accompany the warning.

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

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1 **3.3 Reformulated Covered Products**

2 A Reformulated Covered Product is one for which the Daily Lead Exposure Level when
3 the maximum suggested dose is taken as directed on the Reformulated Covered Product's label,
4 contains no more than 0.5 micrograms of lead per day as determined by the quality control
5 methodology described in Section 3.4, excluding amounts of naturally occurring lead in the
6 ingredients listed in the table below, in accordance with the Attorney General's Stipulation
7 Modifying Consent Judgments in *People v. Warner Lambert, et al*, San Fran. Sup. Ct. Case No.
8 984503.

9

INGREDIENT	NATURALLY OCCURING AMOUNT OF LEAD
Calcium	0.8 micrograms/gram
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

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19 If, at any time after the Compliance Date, ERC tests a Covered Product and the test
20 results indicate that the Daily Lead Exposure Level is greater than 0.5 micrograms per day,
21 Defendants agree to confidentially supply to ERC within 30 days a list of ingredients, including
22 the percentage of each ingredient ("Ingredient List"), of that particular covered product so that
23 ERC may be able to calculate the daily exposure based on the allowances contained in the table
24 above.

25 In the event that a dispute arises with respect to compliance with the terms of this
26 Consent Judgment as to any contribution from naturally occurring lead levels under the Section,
27 the Parties shall first meet and confer in an effort to fully resolve any dispute. If the meet and
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1 confer process is unsuccessful, any Party may elect to proceed pursuant to the enforcement
2 provisions of Section 5.4 below. In the event that Court intervention is sought by any Party, the
3 Parties shall employ good faith efforts to seek entry of a protective order by the Court that limits
4 public access to and disclosure of the Ingredient List provided prior to disclosure of the
5 Ingredient List in any enforcement proceedings before the Court.

6 **3.4 Testing and Quality Control Methodology**

7 **3.4.1** Beginning within one year of the Compliance Date, Defendants shall
8 arrange for lead testing of the Covered Products at least once a year for a minimum of three
9 consecutive years by arranging for testing of five randomly selected samples of each of the
10 Covered Products, in the form intended for sale to the end-user, which Defendants intend to sell
11 or are manufacturing for sale in California, directly selling to a consumer in California or
12 "Distributing into California." The testing requirement does not apply to any of the Covered
13 Products for which Defendants have provided the warning specified in Section 3.2. If tests
14 conducted pursuant to this Section demonstrate that no warning is required for a Covered
15 Product during each of three consecutive years, then the testing requirements of this Section
16 will no longer be required as to that Covered Product. Defendants shall retain all test results
17 and documentation for a period of five years from the date of each test.

18 **3.4.2** For purposes of measuring the "Daily Lead Exposure Level", the highest
19 lead detection result of the five (5) randomly selected samples of the Covered Products will be
20 controlling.

21 **3.4.3** All testing pursuant to this Consent Judgment shall be performed using a
22 laboratory method that complies with the performance and quality control factors appropriate
23 for the method used, including limit of detection, qualification, accuracy, and precision that
24 meets the following criteria: Inductively Coupled Plasma-Mass Spectrometry ("ICP-MS")
25 achieving a limit of quantification of less than or equal to 0.010 mg/kg or any other testing
26 method subsequently agreed to in writing by the Parties.

27 **3.4.4** All testing pursuant to this Consent Judgment shall be performed by an
28 independent third party laboratory certified by the California Environmental Laboratory

1 Accreditation Program or an independent third-party laboratory that is registered with the
2 United States Food & Drug Administration.

3 3.4.5 Beginning on the Compliance Date and continuing for a period of three
4 years, upon demonstration by ERC of test results showing a Daily Lead Exposure Level above
5 0.5mcg/day, Defendants shall arrange for copies of all laboratory reports for the product in
6 question showing lead content results under Section 3.4.1 to be sent to ERC within ten days
7 after receipt of ERC's written request.

8 **4. SETTLEMENT PAYMENT**

9 4.1 In full satisfaction of all potential civil penalties, payment in lieu of civil
10 penalties, attorney's fees, and costs, Defendants shall make a total payment of \$85,000.00
11 ("Total Settlement Amount") to ERC within 5 days of the Effective Date. Defendants shall
12 make this payment by wire transfer to ERC's escrow account, for which ERC will give
13 Defendants the necessary account information. The Total Settlement Amount shall be
14 apportioned as follows:

15 4.2 \$28,010.00 shall be considered a civil penalty pursuant to California Health and
16 Safety Code §25249.7(b)(1). ERC shall remit 75% (\$21,007.50) of the civil penalty to the
17 Office of Environmental Health Hazard Assessment ("OEHHA") for deposit in the Safe
18 Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety
19 Code §25249.12(c). ERC will retain the remaining 25% (\$7,002.50) of the civil penalty.

20 4.3 \$880.14 shall be distributed to ERC as reimbursement to ERC for reasonable
21 costs incurred in bringing this action.

22 4.4 \$21,130.84 shall be distributed to ERC in lieu of further civil penalties, for the
23 day-to-day business activities such as (1) continued enforcement of Proposition 65, which
24 includes work, analyzing, researching and testing consumer products that may contain
25 Proposition 65 chemicals, focusing on the same or similar type of ingestible products that are
26 the subject matter of the current action; (2) the continued monitoring of past consent judgments
27 and settlements to ensure companies are in compliance with Proposition 65; and (3) giving a
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1 donation of \$1056.00 to the Center for Environmental Health to address reducing toxic
2 chemical exposures in California.

3 4.5 \$24,448.95 shall be distributed to Adams Broadwell Joseph & Cardozo, and
4 \$2,422.50 shall be distributed to Law Office of Christina M. Caro as reimbursement of ERC's
5 attorney's fees, while \$8,107.57 shall be distributed to ERC for its in-house legal fees.

6 **5. MODIFICATION OF CONSENT JUDGMENT**

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

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

22 5.3 In the event that Defendants initiate or otherwise request a modification under
23 Section 5.1, and the meet and confer process leads to a joint motion or application of the
24 Consent Judgment, Defendants shall reimburse ERC its costs and reasonable attorney's fees for
25 the time spent in the meet-and-confer process and filing and arguing the motion or application.

26 5.4 Where the meet-and-confer process does not lead to a joint motion or
27 application in support of a modification of the Consent Judgment, then either Party may seek
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1 judicial relief on its own to enforce the terms and conditions contained in this Stipulated
2 Consent Judgment after its entry by the Court pursuant to any applicable provision of
3 California law. 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 **6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT**
9 **JUDGMENT**

10 6.1 This Court shall retain jurisdiction of this matter to enforce, modify or terminate
11 this Consent Judgment.

12 6.2 If ERC alleges that any Covered Product fails to qualify as a Reformulated
13 Covered Product (for which ERC alleges that no warning has been provided), then ERC shall
14 inform Defendants in a reasonably prompt manner of its test results, including information
15 sufficient to permit Defendants to identify the Covered Products at issue. Defendants shall,
16 within thirty days following such notice, provide ERC with testing information, from an
17 independent third-party laboratory meeting the requirements of Sections 3.4.3 and 3.4.4,
18 demonstrating Defendants' compliance with the Consent Judgment, if warranted. The Parties
19 shall first attempt to resolve the matter prior to ERC taking any further legal action.

20 **7. APPLICATION OF CONSENT JUDGMENT**

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

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

2 **8.1** This Consent Judgment is a full, final, and binding resolution between ERC,
3 on behalf of itself and in the public interest, and Defendants and their respective officers,
4 directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates,
5 suppliers, franchisees, licensees, customers (not including private label customers of
6 Defendants), distributors, wholesalers, retailers, and all other upstream and downstream entities
7 in the distribution chain of any Covered Product, and the predecessors, successors and assigns
8 of any of them (collectively, "Released Parties"). ERC hereby fully releases and discharges the
9 Released Parties from any and all claims, actions, causes of action, suits, demands, liabilities,
10 damages, penalties, fees, costs and expenses asserted, or that could have been asserted from the
11 handling, use, or consumption of the Covered Products, as to any alleged violation of
12 Proposition 65 or its implementing regulations arising from the failure to provide Proposition
13 65 warnings on the Covered Products regarding lead up to and including the Compliance Date.

14 **8.2** ERC on its own behalf only, on one hand, and Defendants on their own
15 behalf only, on the other, further waive and release any and all claims they may have against
16 each other for all actions or statements made or undertaken in the course of seeking or opposing
17 enforcement of Proposition 65 in connection with the Notice or Complaint up through and
18 including the Compliance Date, provided, however, that nothing in Section 8 shall affect or
19 limit any Party's right to seek to enforce the terms of this Consent Judgment.

20 **8.3** It is possible that other claims not known to the Parties arising out of the facts
21 alleged in the Notice or the Complaint and relating to the Covered Products will develop or be
22 discovered. ERC on behalf of itself only, on one hand, and Defendants, on the other hand,
23 acknowledge that this Consent Judgment is expressly intended to cover and include all such
24 claims up through the Compliance Date, including all rights of action therefore. ERC and
25 Defendants acknowledge that the claims released in Sections 8.1 and 8.2 above may include
26 unknown claims, and nevertheless waive California Civil Code section 1542 as to any such
27 unknown claims. California Civil Code section 1542 reads as follows:
28

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

6 ERC on behalf of itself only, on the one hand, and Defendants, on the other hand,
7 acknowledge and understand the significance and consequences of this specific waiver of
8 California Civil Code section 1542.

9 8.4 Compliance with the terms of this Consent Judgment shall be deemed to
10 constitute compliance with Proposition 65 by any releasee regarding alleged exposures to lead
11 in the Covered Products as set forth in the Notice and the Complaint.

12 8.5 Nothing in this Consent Judgment is intended to apply to any occupational or
13 environmental exposures arising under Proposition 65, nor shall it apply to any of Defendants'
14 products other than the Covered Products.

15 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

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

18 **10. GOVERNING LAW**

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

21 **11. PROVISION OF NOTICE**

22 All notices required to be given to either Party to this Consent Judgment by the other shall
23 be in writing and sent to the following agents listed below via first-class mail. Courtesy copies via
24 email may also be sent.

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

26 Chris Heptinstall, Executive Director, Environmental Research Center
27 3111 Camino Del Rio North, Suite 400
28 San Diego, CA 92108
Tel: (619) 500-3090
Email: chris_ero501c3@yahoo.com

1 With a copy to:

2 TANYA A. GULESSERIAN (CBN 198640)
3 CHRISTINA M. CARO (CBN 250797)
4 ADAMS BROADWELL JOSEPH & CARDOZO
5 601 Gateway Boulevard, Suite 1000
6 South San Francisco, CA 94080-7037
7 Telephone: (650) 589-1660
8 Facsimile: (650) 589-5062
9 Email: tgulesserian@adamsbroadwell.com
10 ccaro@adamsbroadwell.com

11 VITAQUEST INTERNATIONAL LLC and
12 VITAQUEST INTERNATIONAL INC

13 Scott Yagoda, General Counsel
14 8 Henderson Drive
15 West Caldwell, NJ 07006

16 WINDMILL HEALTH PRODUCTS, LLC and
17 WINDMILL HEALTH PRODUCTS, LLC dba GARDEN GREENS

18 Philip Piscopo, Chief Financial Officer
19 6 Henderson Drive
20 West Caldwell, NJ 07006

21 With a copy to:

22 GREG SPERLA
23 GREENBERG TRAURIG LLP
24 1201 K Street, Suite 1100
25 Sacramento, CA 95814-3938
26 T: (916) 442-1111
27 F: (916) 448-1709

28 **12. COURT APPROVAL**

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

1 **12.2** If the California Attorney General objects to any term in this Consent Judgment,
2 the Parties shall use their best efforts to resolve the concern in a timely manner, and if possible
3 prior to the hearing on the motion.

4 **12.3** If this Stipulated Consent Judgment is not approved by the Court, it shall be
5 void and have no force or effect.

6 **13. EXECUTION AND COUNTERPARTS**

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

10 **14. DRAFTING**

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

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

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

1 **16. ENTIRE AGREEMENT, AUTHORIZATION**

2 **16.1** This Consent Judgment contains the sole and entire agreement and
3 understanding of the Parties with respect to the entire subject matter herein, and any and all
4 prior discussions, negotiations, commitments and understandings related hereto. No
5 representations, oral or otherwise, express or implied, other than those contained herein have
6 been made by any Party. No other agreements, oral or otherwise, unless specifically referred to
7 herein, shall be deemed to exist or to bind any Party.

8 **16.2** Each signatory to this Consent Judgment certifies that he or she is fully
9 authorized by the Party he or she represents to stipulate to this Consent Judgment. Except as
10 explicitly provided herein, each Party shall bear its own fees and costs.

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

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

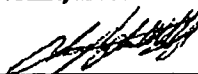
16 (1) Find that the terms and provisions of this Consent Judgment represent a fair and
17 equitable settlement of all matters raised by the allegations of the Complaint, that the matter has
18 been diligently prosecuted, and that the public interest is served by such settlement; and

19 (2) Make the findings pursuant to California Health and Safety Code section
20 25249.7(f)(4), approve the Settlement, and approve this Consent Judgment.

21
22 **IT IS SO STIPULATED:**

23
24 Dated: February 25, 2016

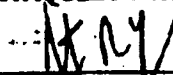
ENVIRONMENTAL RESEARCH
CENTER, INC.

25
26 By: 
27 Chris Heptinstall, Executive Director
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Dated: Feb. 24, 2016

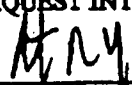
VITAQUEST INTERNATIONAL LLC



By: Scott Yagoda
Its: General Counsel

Dated: Feb. 24, 2016

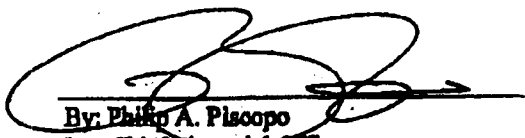
VITAQUEST INTERNATIONAL INC.



By: Scott Yagoda
Its: General Counsel

Dated: FEB 24, 2016

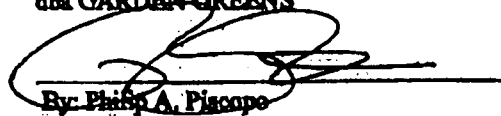
WINDMILL HEALTH PRODUCTS, LLC



By: Philip A. Piscopo
Its: Chief Financial Officer

Dated: FEB 24, 2016

WINDMILL HEALTH PRODUCTS, LLC
dba GARDEN GREENS



By: Philip A. Piscopo
Its: Chief Financial Officer

APPROVED AS TO FORM:

Dated: February 24, 2016

ADAMS BROADWELL JOSEPH &
CARDOZA



By: Tanya A. Guleserian
Christina M. Caro
Attorneys for Plaintiff Environmental
Research Center, Inc.

1 Dated: February 24, 2016

GREENBERG TRAURIG LLP

By: 

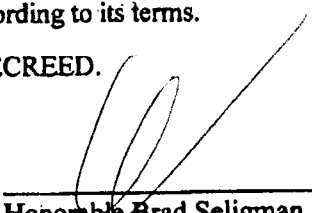
Anthony J. Cortez
Greg Sperla
Attorney for Defendants Vitaquest
International, LLC, Vitaquest
International, Inc., Windmill Health
Products, LLC and Windmill Health
Products, LLC dba Garden Greens

13 **ORDER AND JUDGMENT**

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

16 IT IS SO ORDERED, ADJUDGED AND DECREED.

18 Dated: 6/7, 2016


Honorable Brad Seligman
Judge of the Superior Court