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4/6/16

GOODY

FAKED

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14 Attorneys for Defendant  
 15 SDC NUTRITION, INC.

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 17 COUNTY OF ALAMEDA

19 ENVIRONMENTAL RESEARCH  
 20 CENTER, INC. a California non-profit  
 corporation,

21 Plaintiff,

22 v.

23 SDC NUTRITION, INC., a Delaware  
 24 Corporation,

25 Defendant.

CASE NO. RG15788140

ASSIGNED FOR ALL PURPOSES TO:  
 JUDGE GEORGE HERNANDEZ, JR.  
 DEPARTMENT 17

STIPULATED CONSENT JUDGMENT

Health & Safety Code § 25249.5 *et seq.*

Action Filed: October 2, 2015  
 Trial Date: None set

FILED  
 ALAMEDA COUNTY

APR 06 2016

CLERK OF THE SUPERIOR COURT  
 By A. Moulton Deputy

1  
2 **1. INTRODUCTION**

3 **1.1** On October 2, 2015, Plaintiff Environmental Research Center, Inc. (“ERC”), a  
4 non-profit corporation, as a private enforcer, and in the public interest, initiated this action by  
5 filing a Complaint for Injunctive and Civil Penalties (the “Complaint”) pursuant to the  
6 provisions of California Health and Safety Code section 25249.5 *et seq.* (“Proposition 65”),  
7 against SDC NUTRITION, INC. (“SDC”), a Delaware Corporation.

8 **1.2** In this action, ERC alleges that a number of products manufactured, distributed  
9 or sold by SDC contain cadmium and/or lead, which are chemicals listed under Proposition 65  
10 as carcinogens and reproductive toxins, and may expose consumers to these chemicals at a  
11 level requiring a Proposition 65 warning. These products (referred to hereinafter individually  
12 as a “Covered Product” or collectively as “Covered Products”) are:

- 13 a) SDC Nutrition G6 Sports Super-Lean Chocolate- Lead;
- 14 b) SDC Nutrition AboutTimeVe Vegan Protein Formula Chocolate - Lead;
- 15 c) SDC Nutrition AboutTime Fruit Nuts Protein Dark Chocolate Brownie- Lead,  
16 Cadmium

17 **1.3** ERC and SDC are hereinafter referred to individually as a “Party” or  
18 collectively as the “Parties.”

19 **1.4** ERC is a California non-profit corporation dedicated to, among other causes,  
20 helping safeguard the public from health hazards by reducing the use and misuse of hazardous  
21 and toxic chemicals, facilitating a safe environment for consumers and employees, and  
22 encouraging corporate responsibility.

23 **1.5** For purposes of this Stipulated Consent Judgment (“Consent Judgment”), the  
24 Parties agree that SDC is a business entity that has employed ten or more persons at all times  
25 relevant to this action, and qualifies as a “person in the course of business” within the meaning of  
26 Proposition 65. SDC sells, markets, or distributes (or has sold, marketed or distributed in the past)  
27 the Covered Products.

28 **1.6** The Complaint is based on allegations contained in ERC’s Notice of Violation

1 dated April 10, 2015, that was served on the California Attorney General, other public  
2 enforcers, and SDC ("Notice"). A true and correct copy of the Notice is attached as **Exhibit A**  
3 and is hereby incorporated by reference.

4       **1.7** More than sixty (60) days have passed since service of the Notice, and no  
5 designated governmental entity has filed a complaint against SDC with regard to the Covered  
6 Products or the alleged violations.

7       **1.8** ERC's Notice and Complaint alleged that SDC manufactured, distributed,  
8 and/or sold in California the Covered Products, which contain cadmium and/or lead, chemicals  
9 known to the State of California to cause cancer and/or reproductive toxicity and expose  
10 consumers at a level requiring a Proposition 65 warning. ERC further alleged that use of the  
11 Covered Products may expose persons in California to cadmium and/or lead without first  
12 providing clear and reasonable warnings in violation of California Health and Safety Code  
13 section 25249.6. SDC denies all material allegations contained in the Notice and Complaint.

14       **1.9** The Parties have entered into this Consent Judgment in order to settle,  
15 compromise, and resolve disputed claims and thus avoid prolonged and costly litigation.  
16 Nothing in this Consent Judgment shall constitute or be construed as an admission by any of  
17 the Parties, or by any of their respective officers, directors, shareholders, employees, agents,  
18 parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers,  
19 distributors, wholesalers, or retailers. Except for the representations made above, nothing in  
20 this Consent Judgment shall be construed as an admission by the Parties of any fact, issue of  
21 law, or violation of law, nor shall compliance with this Consent Judgment be construed as an  
22 admission by the Parties of any fact, issue of law, or violation of law, at any time, for any  
23 purpose.

24       **1.10** Except as expressly set forth herein, nothing in this Consent Judgment shall  
25 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any  
26 other or future legal proceeding unrelated to these proceedings.

27       **1.11** The Effective Date of this Consent Judgment is the date on which it is entered as  
28 a judgment by this Court. The Compliance Date is 90 days from the Effective Date.

1       **2.    JURISDICTION AND VENUE**

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

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

10          **3.1**    Beginning on the Compliance Date, SDC shall be permanently enjoined from  
11 manufacturing for sale in the State of California, "Distributing into the State of California," or  
12 directly selling in the State of California, any Covered Product which exposes a person to a  
13 "Daily Lead Exposure Level" of more than 0.5 micrograms per day of lead or a "Daily  
14 Cadmium Exposure Level" of more than 4.10 micrograms per day of cadmium when the  
15 maximum suggested dose is taken as directed on the Covered Product's label, unless SDC  
16 meets the warning requirements under Section 3.2.

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

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

28

1           **3.2 Clear and Reasonable Warnings**

2           If SDC is required to provide a warning pursuant to Section 3.1, the following warning  
3 must be utilized:

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

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

9           The warning shall be securely affixed to or printed upon the container or label of each  
10 Covered Product.

11           The warning shall be at least the same size as the largest of any other health or safety  
12 warnings also appearing on its website or on the label or container of SDC's product packaging  
13 and the word "WARNING" shall be in all capital letters and in bold print. No other statements  
14 about Proposition 65 or lead or cadmium may accompany the warning.

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

19           **3.3 Reformulated Covered Products**

20           A Reformulated Covered Product is one for which the Daily Lead Exposure Level or  
21 Daily Cadmium Exposure Level when the maximum suggested dose is taken as directed on the  
22 Reformulated Covered Product's label, contains no more than 0.5 micrograms of lead or no more  
23 than 4.10 micrograms of cadmium per day as determined by the quality control methodology  
24 described in Section 3.4.

25           **3.4 Testing and Quality Control Methodology**

26           **3.4.1** Beginning within one year of the Compliance Date, SDC shall arrange  
27 for cadmium and/or lead testing of the Covered Products at least once a year for a minimum of  
28 three consecutive years by arranging for testing of five randomly selected samples of each of

1 the Covered Products, in the form intended for sale to the end-user, which SDC intends to sell  
2 or is manufacturing for sale in California, directly selling to a consumer in California or  
3 "Distributing into California." The testing requirement does not apply to any of the Covered  
4 Products for which SDC has provided the warning specified in Section 3.2. If tests conducted  
5 pursuant to this Section demonstrate that no warning is required for a Covered Product during  
6 each of three consecutive years, then the testing requirements of this Section will no longer be  
7 required as to that Covered Product.

8           **3.4.2** For purposes of measuring the "Daily Lead Exposure Level" or "Daily  
9 Cadmium Exposure Level," the highest lead or cadmium detection result of the five (5)  
10 randomly selected samples of the Covered Products will be controlling.

11           **3.4.3** All testing pursuant to this Consent Judgment shall be performed using a  
12 laboratory method that complies with the performance and quality control factors appropriate  
13 for the method used, including limit of detection, qualification, accuracy, and precision that  
14 meets the following criteria: Inductively Coupled Plasma-Mass Spectrometry ("ICP-MS")  
15 achieving a limit of quantification of less than or equal to 0.010 mg/kg or any other testing  
16 method subsequently agreed to in writing by the Parties.

17           **3.4.4** All testing pursuant to this Consent Judgment shall be performed by an  
18 independent third party laboratory certified by the California Environmental Laboratory  
19 Accreditation Program or an independent third-party laboratory that is registered with the  
20 United States Food & Drug Administration.

21           **3.4.5** Nothing in this Consent Judgment shall limit SDC's ability to conduct,  
22 or require that others conduct, additional testing of the Covered Products, including the raw  
23 materials used in their manufacture.

24           **3.4.6** Beginning on the Compliance Date and continuing for a period of three  
25 years, SDC shall provide ERC copies of test results for lead and cadmium content under  
26 Section 3.4.1 within ten business days after completion of the testing.

1     **4. SETTLEMENT PAYMENT**

2           **4.1**     In full satisfaction of all potential civil penalties, payment in lieu of civil  
3 penalties, attorney's fees, and costs, SDC shall make a total payment of \$95,000 ("Total  
4 Settlement Amount") SDC shall make a total of six (6) consecutive equal monthly payments.  
5 The first payment will be due to ERC within five (5) business days of the Effective Date ("Due  
6 Date"), each of the five subsequent monthly payments will be due on the same day of each  
7 month. SDC shall make this payment by check to ERC's escrow account, for which ERC will  
8 give SDC the necessary account information. The Total Settlement Amount shall be  
9 apportioned as follows:

10           **4.2**     \$33,801.00 shall be considered a civil penalty pursuant to California Health and  
11 Safety Code §25249.7(b)(1). ERC shall remit 75% (\$25,350.75) of the civil penalty to the  
12 Office of Environmental Health Hazard Assessment ("OEHHA") for deposit in the Safe  
13 Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety  
14 Code §25249.12(c). ERC will retain the remaining 25% (\$8,450.25) of the civil penalty.

15           **4.3**     \$2,837.49 shall be distributed to ERC as reimbursement to ERC for reasonable  
16 costs incurred in bringing this action.

17           **4.4**     \$25,508.78 shall be distributed to ERC in lieu of further civil penalties, for its  
18 day-to-day business activities such as (1) continued enforcement of Proposition 65, which  
19 includes work, analyzing, researching and testing consumer products that may contain  
20 Proposition 65 chemicals, focusing on the same or similar type of ingestible products that are  
21 the subject matter of the current action; (2) the continued monitoring of past consent judgments  
22 and settlements to ensure companies are in compliance with Proposition 65; and (3) giving a  
23 donation of \$1,275.00 to the Natural Resource Defense Council to address reducing toxic  
24 chemical exposures in California.

25           **4.5**     \$1,425.00 shall be distributed to the Law Office of Christina M. Caro and  
26 \$21,575.00 shall be distributed to Adams Broadwell Joseph & Cardozo as reimbursement of  
27 ERC's attorney's fees, while \$9,852.73 shall be distributed to ERC for its in-house legal fees.

1     **5.    MODIFICATION OF CONSENT JUDGMENT**

2           **5.1**     SDC and ERC may modify the Consent Judgment by entering into a written  
3 stipulation and submitting to the Court for entry of a modified stipulated consent judgment.

4           **5.2**     If a Party seeks to modify this Consent Judgment by motion to the Court, that  
5 Party must provide written notice to the other Party at least twenty (20) calendar days prior to  
6 filing the motion, specifying the proposed modifications. The Parties shall meet and confer in  
7 good faith regarding the proposed modifications within ten (10) days of receipt of the notice.  
8 Objections to the proposed modifications must be made in writing and provided to the other  
9 Party within fifteen (15) calendar days of receipt of the notice.

10          **5.3**     In the event that SDC initiates or otherwise requests the modification, and the  
11 meet and confer process leads to a joint motion or application of the Consent Judgment, SDC  
12 may reimburse ERC its reasonable costs and reasonable attorney's fees for the time spent in the  
13 meet-and-confer process and filing and arguing the motion or application.

14          **5.4**     If the meet-and-confer process does not lead to a joint motion or application in  
15 support of a modification of the Consent Judgment and a Party brings a successful motion for  
16 modification pursuant to section 5.2, above, then the prevailing Party may seek to recover costs  
17 and reasonable attorneys' fees. As used in the preceding sentence, the term "prevailing party"  
18 means a Party who is successful in obtaining relief more favorable to it than the relief that the  
19 other Party offered during the Parties' good faith efforts under section 5.2, above.

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

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

24          **6.2**     If, during the duration of this Consent Judgment, ERC determines through its  
25 own testing, or through the test results provided to ERC by SDC pursuant to Section 3.4 above,  
26 that SDC is not in compliance with the labeling requirements under section 3.2, above, or that a  
27 Reformulated Covered Product is not in compliance with Section 3.3 above, then ERC shall  
28 inform SDC in a reasonably prompt manner of its test results, including information sufficient



1 to permit SDC to identify the Covered Products or Reformulated Covered Product at issue.  
2 SDC shall, within thirty (30) days following such notice, (i) provide ERC with testing  
3 information, from an independent third-party laboratory meeting the requirements of Sections  
4 3.4.1 and 3.4.2, demonstrating SDC's compliance with the Consent Judgment or (2) comply  
5 with the labeling requirements of Section 3.2, above. The Parties shall first attempt to resolve  
6 the matter prior to ERC taking any further legal action.

7 **7. APPLICATION OF CONSENT JUDGMENT**

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

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

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

27 **8.2** ERC on its own behalf only, on one hand, and SDC on its own behalf only, on  
28 the other, further waive and release any and all claims they may have against each other for all

1 actions or statements made or undertaken in the course of seeking or opposing enforcement of  
2 Proposition 65 in connection with the Notice or Complaint up through and including the  
3 Effective Date, provided, however, that nothing in Section 8 shall affect or limit any Party's  
4 right to seek to enforce the terms of this Consent Judgment.

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

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

18 ERC on behalf of itself only, on the one hand, and SDC, on the other hand, acknowledge and  
19 understand the significance and consequences of this specific waiver of California Civil Code  
20 section 1542.

21 **8.4** Compliance with the terms of this Consent Judgment shall be deemed to  
22 constitute compliance with Proposition 65 by any releasee regarding alleged exposures to lead  
23 and cadmium in the Covered Products as set forth in the Notice and the Complaint.

24 **8.5** Nothing in this Consent Judgment is intended to apply to any occupational or  
25 environmental exposures arising under Proposition 65, nor shall it apply to any of SDC's  
26 products other than the Covered Products.

## 27 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

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

1     **10. GOVERNING LAW**

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

4     **11. PROVISION OF NOTICE**

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

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

9     Chris Heptinstall, Executive Director, Environmental Research Center  
10     3111 Camino Del Rio North, Suite 400  
11     San Diego, CA 92108  
12     Tel: (619) 500-3090  
13     Email: chris\_erc501c3@yahoo.com

14     With a copy to:

15     TANYA A. GULESSERIAN  
16     CHRISTINA M. CARO  
17     ADAMS BROADWELL JOSEPH & CARDOZO  
18     A Professional Corporation  
19     601 Gateway Boulevard, Suite 1000  
20     South San Francisco, CA 94080-7037  
21     Telephone: (650) 589-1660  
22     Facsimile: (650) 589-5062  
23     Email: tgulesserian@adamsbroadwell.com  
24     ccaro@adamsbroadwell.com

25     **FOR SDC NUTRITION, INC. :**

26     Dan P. Kohler, COO  
27     170 Industry Drive  
28     Pittsburgh, PA 15275  
   Telephone: (412) 275-3351  
   Facsimile: (412) 824-5993  
   Email: dan@sdcnutrition.com

1 With a copy to:

2 TODD O. MAIDEN  
3 REED SMITH LLP  
4 101 Second Street, Suite 1800  
5 San Francisco, CA 94105  
6 Telephone: (415) 543-8700  
7 Facsimile: (415) 391-8269  
8 Email: tmaiden@reedsmith.com

9  
10  
11 **12. COURT APPROVAL**

12 **12.1** Upon execution of this Consent Judgment by the Parties, ERC shall notice a  
13 Motion for Court Approval. The Parties shall use their best efforts to support entry of this  
14 Consent Judgment.

15 **12.2** If the California Attorney General objects to any term in this Consent Judgment,  
16 the Parties shall use their best efforts to resolve the concern in a timely manner, and if possible  
17 prior to the hearing on the motion.

18 **12.3** If this Stipulated Consent Judgment is not approved by the Court, it shall be  
19 void and have no force or effect.

20 **13. EXECUTION AND COUNTERPARTS**

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

24 **14. DRAFTING**

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

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

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

11       **16. ENTIRE AGREEMENT, AUTHORIZATION**

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

18           **16.2** Each signatory to this Consent Judgment certifies that he or she is fully  
19 authorized by the Party he or she represents to stipulate to this Consent Judgment. Except as  
20 explicitly provided herein, each Party shall bear its own fees and costs.

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

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


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

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

3  
4 **IT IS SO STIPULATED:**

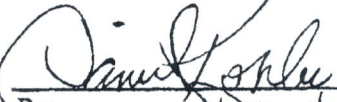
5 Dated: December 16, 2015

ENVIRONMENTAL RESEARCH  
CENTER, INC.

6  
7 By:   
8 Chris Heptinstall, Executive Director

9 Dated: December 6, 2015

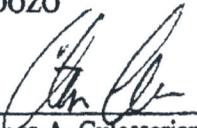
SDC NUTRITION, INC.

10  
11 By:   
12 Its: COO Daniel Kohler

13 **APPROVED AS TO FORM:**

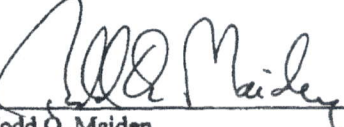
14 Dated: December 16, 2015

ADAMS BROADWELL JOSEPH &  
CARDOZO

15  
16 By:   
17 Tanya A. Gullessarian  
18 Christina M. Caro  
19 Attorneys for Plaintiff Environmental  
20 Research Center, Inc.

21 Dated: 17 December, 2015

REED SMITH LLP

22  
23 By:   
24 Todd O. Maiden  
25 Attorney for Defendant SDC Nutrition,  
26 Inc.

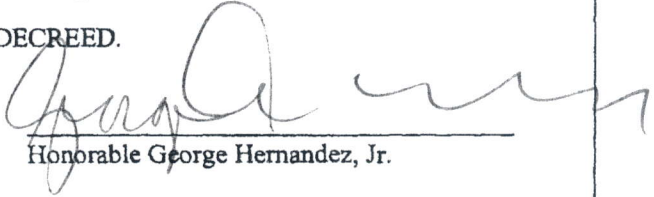
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**ORDER AND JUDGMENT**

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

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: 4/6, 2016

  
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Honorable George Hernandez, Jr.