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**FILED**  
 ALAMEDA COUNTY

MAR - 1 2016

6 Attorneys for Plaintiff  
 ENVIRONMENTAL RESEARCH CENTER, INC.

CLERK OF THE SUPERIOR COURT  
 By Yestrada Deputy

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11 Attorneys for Defendants  
 12 WEIDER GLOBAL NUTRITION, LLC,  
 WEIDER HEALTH AND FITNESS and  
 13 WEIDER GLOBAL NUTRITION II, LLC

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

18 ENVIRONMENTAL RESEARCH CENTER, )  
 INC., a non-profit California corporation, )  
 19 Plaintiff, )  
 20 v. )  
 21 WEIDER GLOBAL NUTRITION, LLC, a )  
 Nevada limited liability company, WEIDER )  
 22 HEALTH AND FITNESS, a Nevada )  
 corporation, and WEIDER GLOBAL )  
 23 NUTRITION II, LLC, a Nevada limited )  
 liability company, )  
 24 Defendants. )  
 25

CASE NO. RG 15784036  
 STIPULATED CONSENT JUDGMENT  
 Health & Safety Code § 25249.5 et seq.  
 Action Filed: August 31, 2015  
 Trial Date: None Set

D17

1     **I.     INTRODUCTION**

2           1.1     On August 31, 2015, 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 WEIDER GLOBAL NUTRITION, LLC, WEIDER HEALTH AND FITNESS, and  
7 WEIDER GLOBAL NUTRITION II, LLC (collectively, "Weider"). In this action, ERC alleges  
8 that a number of products manufactured, distributed or sold by Weider contain lead (1-12 below)  
9 or both lead and cadmium (product number (3) below), which are chemicals listed under  
10 Proposition 65 as carcinogens and reproductive toxins, and expose consumers to these chemicals  
11 at a level requiring a Proposition 65 warning. These products (referred to hereinafter  
12 individually as a "Covered Product" or collectively as "Covered Products") are:

- 13                   (1)     Weider Global Nutrition LLC WFit Nutrition VO2-100  
14                   (2)     Weider Global Nutrition LLC 100% Whey Double Chocolate  
15                   (3)     Weider Global Nutrition LLC Dynamic Weight Gainer Smooth Chocolate  
16                   (4)     Weider Global Nutrition LLC Anabolic Mass Gainer Mega Mass 2000  
17                             Creamy Vanilla  
18                   (5)     Weider Global Nutrition LLC Red Yeast Rice Plus  
19                   (6)     Weider Global Nutrition LLC Garcinia Cambogia  
20                   (7)     Weider Global Nutrition LLC Dynamic Muscle Builder Smooth Chocolate  
21                   (8)     Weider Global Nutrition LLC Dynamic Muscle Builder Creamy Vanilla  
22                   (9)     Weider Global Nutrition LLC Anabolic Mass Gainer Mega Mass 2000  
23                             Smooth Chocolate  
24                   (10)    Weider Global Nutrition LLC Anabolic Mass Gainer Mega Mass 4000  
25                             Creamy Vanilla  
26                   (11)    Weider Global Nutrition LLC Anabolic Mass Gainer Mega Mass 4000  
27                             Smooth Chocolate  
28                   (12)    Weider Global Nutrition LLC 100% Whey Chocolate Caramel Coconut

1           1.2    ERC is a California non-profit corporation dedicated to, among other causes,  
2 helping safeguard the public from health hazards by reducing the use and misuse of hazardous  
3 and toxic chemicals, facilitating a safe environment for consumers and employees, and  
4 encouraging corporate responsibility.

5           1.3    For purposes of this Consent Judgment, the parties agree that Weider is a business  
6 entity that has employed ten or more persons at all times relevant to this action, and qualify as a  
7 "person in the course of business" within the meaning of Proposition 65. Weider Global Nutrition,  
8 LLC manufactures, distributes and sells the Covered Products.

9           1.4    ERC and Weider are referred to individually as a "Party" or collectively as the  
10 "Parties."

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

17          1.6    ERC's Notice and Complaint allege that use of the Covered Products exposes  
18 persons in California to lead and cadmium without first providing clear and reasonable warnings  
19 in violation of California Health and Safety Code section 25249.6. Weider denies all material  
20 allegations contained in the Notice and Complaint.

21          1.7    The Parties have entered into this Consent Judgment in order to settle,  
22 compromise and resolve disputed claims and thus avoid prolonged and costly litigation. Nothing  
23 in this Consent Judgment shall constitute or be construed as an admission by any of the Parties,  
24 or by any of their respective officers, directors, shareholders, employees, agents, parent  
25 companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers,  
26 distributors, wholesalers, or retailers. Except for the representations made above, nothing in this  
27 Consent Judgment shall be construed as an admission by the Parties of any fact, issue of law, or  
28

1 violation of law, nor shall compliance with this Consent Judgment be construed as an admission  
2 by the Parties of any fact, issue of law, or violation of law, at any time, for any purpose.

3 1.8 Except as expressly set forth herein, nothing in this Consent Judgment shall  
4 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any  
5 other or future legal proceeding unrelated to these proceedings.

6 1.9 The Effective Date of this Consent Judgment is the date on which it is entered as a  
7 Judgment by this Court.

## 8 2. JURISDICTION AND VENUE

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

## 16 3. INJUNCTIVE RELIEF, REFORMULATION AND WARNINGS

17 3.1 Beginning on the Effective Date, Weider shall be permanently enjoined from  
18 manufacturing for sale in the State of California, "Distributing into the State of California," or  
19 directly selling in the State of California, any Covered Product which exposes a person to a  
20 "Daily Lead Exposure Level" of more than 0.5 micrograms per day of lead or a "Daily Cadmium  
21 Exposure Level" of more than 4.10 micrograms per day of cadmium when the maximum  
22 suggested dose is taken as directed on the Covered Product's label, unless the requirements  
23 under Section 3.2 are satisfied.

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

28

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

8           3.1.3 For the purposes of this Consent Judgment and determining Weider’s  
9 compliance with Proposition 65, Weider shall be afforded a naturally occurring allowance of up  
10 to one (1) part per million of lead for any cocoa powder in the Covered Products, pursuant to the  
11 letter dated September 28, 2001 from the Attorney General to Roger Lane Carrick and Michele  
12 Corash. If Weider seeks to utilize the cocoa allowance, it must provide ERC with the amount of  
13 cocoa in each of the Covered Products for which it seeks to use the allowance prior to the  
14 Effective Date.

15           **3.2 Clear and Reasonable Warnings**

16           3.2.1 If Weider is required to provide a warning pursuant to Section 3.1, the  
17 following warning must be utilized:

18           **[California Residents Proposition 65] WARNING: This product contains [a]**  
19           **chemical[s] known to the State of California to cause [cancer and] birth defects**  
20           **or other reproductive harm.**

21           Weider shall use the phrase “cancer and” in the warning only if the maximum daily dose  
22 recommended on the label contains more than 15 micrograms of lead.

23           The warning shall be securely affixed to or printed upon the container or label of each  
24 Covered Product. In addition for Covered Products sold over Weider’s website, the warning  
25 shall appear on Weider’s checkout page on its website when a California shipping address is  
26 provided by the customer. The warning shall be at least the same size as the largest of any other  
27 health or safety warnings also appearing on its website or on the label or container and the word  
28 “WARNING” shall be in all capital letters and in bold print.

1           3.2.2 Weider shall send a letter from Weider to each current distributor and  
2 retailer supplying Covered Products that require a warning as set forth above, with a signature  
3 acknowledgement block, apprising the distributor and retailer of how they must comply with  
4 Proposition 65 for the Covered Products. Weider will provide ERC with a copy of the original  
5 letter and signed letters upon ERC's written request within 30 days of such request. This  
6 provision does not apply if the warning set forth in Section 3.2.1 is affixed to or on the product  
7 label of the Covered Products.

### 8           3.3 Reformulated Covered Products

9           A Reformulated Covered Product is one for which the Daily Lead Exposure Level or  
10 Daily Cadmium Exposure Level when the maximum suggested dose is taken as directed on the  
11 Reformulated Covered Product's label, contains no more than 0.5 micrograms of lead per day or  
12 4.1 micrograms of cadmium per day as determined by Section 3.1.2.

## 13       4. SETTLEMENT PAYMENT

14           4.1 In full satisfaction of all potential civil penalties, payment in lieu of civil  
15 penalties, attorney's fees, and costs, Weider shall make a total payment of \$80,000.00 ("Total  
16 Settlement Amount") to ERC no later than 10 days after the Notice of Entry of the Consent  
17 Judgment. Weider shall make this payment by wire transfer to ERC's escrow account, for which  
18 ERC will give Weider the necessary account information. The Total Settlement Amount shall be  
19 apportioned as follows:

20           4.2 \$17,474.00 shall be considered a civil penalty pursuant to California Health and  
21 Safety Code §25249.7(b)(1). ERC shall remit 75% (\$13,105.50) of the civil penalty to the  
22 Office of Environmental Health Hazard Assessment ("OEHHA") for deposit in the Safe  
23 Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety  
24 Code §25249.12(c). ERC will retain the remaining 25% (\$4,368.50) of the civil penalty.

25           4.3 \$7,992.13 shall be distributed to Environmental Research Center as  
26 reimbursement to ERC for reasonable costs incurred in bringing this action; and \$13,182.83 shall  
27 be distributed to ERC in lieu of further civil penalties, for the day-to-day business activities such  
28 as (1) continued enforcement of Proposition 65, which includes, but is not limited to, work

1 analyzing, researching and testing consumer products that may contain Proposition 65 chemicals,  
2 focusing on the same or similar type of ingestible products that are the subject matter of the  
3 current action; (2) the continued monitoring of past consent judgments and settlements to ensure  
4 companies are in compliance with Proposition 65; and (3) giving a donation of \$660.00 to  
5 Natural Resource Defense Council to address reducing toxic chemical exposures in California.

6 4.4 \$25,000.00 shall be distributed to Lozeau Drury LLP as reimbursement of ERC's  
7 attorney's fees, while \$16,351.04 shall be distributed to ERC for its in-house legal fees.

8 **5. MODIFICATION OF CONSENT JUDGMENT**

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

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

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

27 5.4 Where the meet-and-confer process does not lead to a joint motion or application  
28 in support of a modification of the Consent Judgment, then either Party may seek judicial relief

1 on its own. In such a situation, the prevailing party may seek to recover costs and reasonable  
2 attorney's fees. As used in the preceding sentence, the term "prevailing party" means a party  
3 who is successful in obtaining relief more favorable to it than the relief that the other party was  
4 amenable to providing during the Parties' good faith attempt to resolve the dispute that is the  
5 subject of the modification.

6 **6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT**  
7 **JUDGMENT**

8 6.1 This Court shall retain jurisdiction of this matter to enforce, modify or terminate  
9 this Consent Judgment.

10 6.2 If ERC alleges that any Covered Product fails to qualify as a Reformulated  
11 Covered Product (for which ERC alleges that no warning has been provided), then ERC shall  
12 inform Weider in a reasonably prompt manner of its test results, including information sufficient  
13 to permit Weider to identify the Covered Products at issue. Weider shall, within thirty (30) days  
14 following such notice, provide ERC with information demonstrating Weider's compliance with  
15 the Consent Judgment, if warranted. The Parties shall first attempt to resolve the matter prior to  
16 ERC taking any further legal action.

17 **7. APPLICATION OF CONSENT JUDGMENT**

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

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

25 8.1 This Consent Judgment is a full, final, and binding resolution between ERC, on  
26 behalf of itself and in the public interest, and Weider. ERC, on behalf of itself and in the public  
27 interest, hereby discharges Weider and its respective officers, directors, shareholders, employees,  
28 agents, parent companies, subsidiaries, divisions, affiliates, suppliers, franchisees, licensees,



1 customers (not including private label customers of Weider), distributors, wholesalers, retailers  
2 and all other upstream and downstream entities in the distribution chain of any Covered Product,  
3 and the predecessors, successors, and assigns of any of them (collectively "Released Parties")  
4 from any and all claims, actions, causes of action, suits, demands, liabilities, damages, penalties,  
5 fees, costs and expenses asserted, or that could have been asserted, as to any alleged violation of  
6 Proposition 65 or its implementing regulations arising from the failure to provide Proposition 65  
7 warnings on the Covered Products regarding lead and cadmium up to and including the Effective  
8 Date.

9       8.2     ERC on its own behalf only, on one hand, and Weider on its own behalf only, on  
10 the other, further waive and release any and all claims they may have against each other for all  
11 actions or statements made or undertaken in the course of seeking or opposing enforcement of  
12 Proposition 65 in connection with the Notice or Complaint up through and including the  
13 Effective Date, provided, however, that nothing in Section 8 shall affect or limit any Party's right  
14 to seek to enforce the terms of this Consent Judgment.

15       8.3     It is possible that other claims not known to the Parties arising out of the facts  
16 alleged in the Notice or the Complaint and relating to the Covered Products will develop or be  
17 discovered. ERC on behalf of itself only, on one hand, and Weider, on the other hand,  
18 acknowledge that this Consent Judgment is expressly intended to cover and include all such  
19 claims up through the Effective Date, including all rights of action therefore. ERC and Weider  
20 acknowledge that the claims released in Sections 8.1 and 8.2 above may include unknown  
21 claims, and nevertheless waive California Civil Code section 1542 as to any such unknown  
22 claims. California Civil Code section 1542 reads as follows:

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

26 ERC on behalf of itself only, on the one hand, and Weider, on the other hand, acknowledge and  
27 understand the significance and consequences of this specific waiver of California Civil Code  
28 section 1542.

1           8.4 Compliance with the terms of this Consent Judgment shall be deemed to  
2 constitute compliance with Proposition 65 by any releasee regarding alleged exposures to lead  
3 and cadmium in the Covered Products as set forth in the Notice and the Complaint.

4           8.5 Nothing in this Consent Judgment is intended to apply to any occupational or  
5 environmental exposures arising under Proposition 65, nor shall it apply to any of Weider's  
6 products other than the Covered Products.

7           **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

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

11           **10. GOVERNING LAW**

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

14           **11. PROVISION OF NOTICE**

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

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

20 Chris Heptinstall, Executive Director  
21 Environmental Research Center  
22 3111 Camino Del Rio North, Suite 400  
23 San Diego, CA 92108  
24 Tel: (619) 500-3090  
25 Email: chris\_erc501c3@yahoo.com

26 With a copy to:

27 Douglas Chermak  
28 Lozeau Drury LLP  
410 12th Street, Suite 250  
Oakland, CA 94607  
Tel: (510) 821-3474  
Email: doug@lozeaudrury.com

**WEIDER GLOBAL NUTRITION, LLC, WEIDER HEALTH AND FITNESS, and**

1 **WEIDER GLOBAL NUTRITION II, LLC:**

2 David Neeley, COO  
3 Weider Global Nutrition LLC  
4 2212 East Williams Field Road, Suite 230  
5 Gilbert, AZ 85295

6 With a copy to:

7 Margaret Carew Toledo  
8 Peg Carew Toledo, Law Corporation  
9 3001 Douglas Blvd., Suite 340  
10 Roseville, CA 95661-3853  
11 Telephone: (916) 462-8950  
12 Facsimile: (916) 791-0175  
13 Email: peg@toledolawcorp.com

14 **12. COURT APPROVAL**

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

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

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

23 **13. EXECUTION AND COUNTERPARTS**

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

27 **14. DRAFTING**

28 The terms of this Consent Judgment have been reviewed by the respective counsel for each  
Party prior to its signing, and each Party has had an opportunity to fully discuss the terms with  
counsel. The Parties agree that, in any subsequent interpretation and construction of this Consent  
Judgment entered thereon, the terms and provisions shall not be construed against any Party.

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

If a dispute arises with respect to either Party's compliance with the terms of this Consent

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

9 **16. ENTIRE AGREEMENT, AUTHORIZATION**

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

16 **16.2** Each signatory to this Consent Judgment certifies that he or she is fully authorized  
17 by the Party he or she represents to stipulate to this Consent Judgment. Except as explicitly  
18 provided herein, each Party shall bear its own fees and costs.

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

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

24 (1) 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:**  
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Dated: 12/29, 2015

ENVIRONMENTAL RESEARCH  
CENTER, INC.

By: [Signature]  
Its: Executive Director

Dated: \_\_\_\_\_, 2015

WEIDER GLOBAL NUTRITION, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: 12/29, 2015

WEIDER HEALTH AND FITNESS

By: [Signature]  
Its: Secretary

Dated: \_\_\_\_\_, 2015

WEIDER GLOBAL NUTRITION II, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO FORM:

Dated: \_\_\_\_\_, 2015

LOZEAU DRURY LLP

By: [Signature]  
Douglas J. Chermak  
Attorneys for Plaintiff  
Environmental Research Center, Inc.

Dated: December 29, 2015

PEG CAREW TOLEDO, LAW  
CORPORATION

By: [Signature]  
Margaret Carew Toledo  
Attorneys for Defendants  
Weider Global Nutrition, LLC,  
Weider Health and Fitness, and  
Weider Global Nutrition II, LLC

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Dated: 12/29, 2015

ENVIRONMENTAL RESEARCH  
CENTER, INC.

By: [Signature]  
Its: EXECUTIVE DIRECTOR

Dated: 12/30, 2015

WEIDER GLOBAL NUTRITION, LLC

By: [Signature]  
Its: COO-CEO

Dated: \_\_\_\_\_, 2015

WEIDER HEALTH AND FITNESS

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: 12/30, 2015

WEIDER GLOBAL NUTRITION II, LLC

By: [Signature]  
Its: COO-CEO

APPROVED AS TO FORM:

Dated: 29 Dec, 2015

LOZEAU DRURY LLP

By: [Signature]  
Douglas J. Chermak  
Attorneys for Plaintiff  
Environmental Research Center, Inc.

Dated: December 29, 2015

PEG CAREW TOLEDO, LAW  
CORPORATION

By: [Signature]  
Margaret Carew Toledo  
Attorneys for Defendants  
Weider Global Nutrition, LLC,  
Weider Health and Fitness, and  
Weider Global Nutrition II, LLC

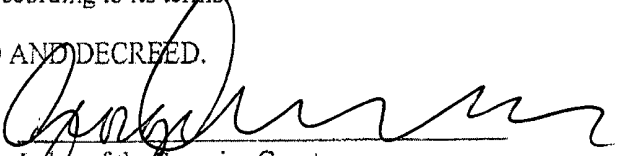
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ORDER AND JUDGMENT

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: 3/1, 2016

  
\_\_\_\_\_  
Judge of the Superior Court