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ALAMEDA COUNTY

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CLERK OF THE SUPERIOR COURT

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20 NATURA-GENICS

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

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

26 Plaintiff,

27 v.

28 GREEN WEALTH, INC., a California
corporation, doing business as NATURA-
GENICS,

Defendant.

CASE NO. RG16822744

STIPULATED CONSENT
JUDGMENT

Health & Safety Code § 25249.5 *et seq.*

Action Filed: July 11, 2016

Trial Date: None set

1. INTRODUCTION

1.1 On July 11, 2016, Plaintiff Environmental Research Center, Inc. ("ERC"), a non-profit corporation, as a private enforcer and in the public interest, initiated this action by filing a Complaint for Injunctive Relief and Civil Penalties (the "Complaint") pursuant to the provisions

1 of California Health and Safety Code section 25249.5 *et seq.* ("Proposition 65"), against GREEN
2 WEALTH, INC. doing business as NATURA-GENICS ("GREEN WEALTH"). In this action,
3 ERC alleges that a number of products manufactured, distributed, or sold by GREEN WEALTH
4 contain lead, a chemical listed under Proposition 65 as a carcinogen and reproductive toxin, and
5 expose 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:

- 8 1. Natura-Genics Organic Maca Powder
- 9 2. Natura-Genics Formula CT
- 10 3. Natura-Genics Osteo Complex
- 11 4. Natura-Genics Formula HMR
- 12 5. Natura-Genics Moringa
- 13 6. Natura-Genics Chlorophyll Complex
- 14 7. Natura-Genics Green Tea Extract
- 15 8. Natura-Genics Feverfew Golden Line
- 16 9. Natura-Genics Kava Kava Golden Line
- 17 10. Natura-Genics Eyebright Golden Line
- 18 11. Natura-Genics Ginkgo Biloba Golden Line
- 19 12. Natura-Genics Barley Green Complex
- 20 13. Natura-Genics Opti-Renal
- 21 14. Natura-Genics Thyro Complex
- 22 15. Natura-Genics Gotu Kola Golden Line
- 23 16. Natura-Genics Arthritis Relief Kit, which includes:
 - 24 a. Natura-Genics Arthritis Relief Kit Artrilex Part A
 - 25 b. Natura-Genics Arthritis Relief Kit Artrilex Part B
 - 26 c. Natura-Genics Arthritis Relief Kit Dolorex
- 27 17. Natura-Genics Artrilex+
- 28 18. Natura-Genics Ulcerex

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- 19. Natura-Genics Hierba del Sapo
- 20. Natura-Genics Bitter Melon
- 21. Natura-Genics Phyto Slim
- 22. Natura-Genics Valerian Root Golden Line
- 23. Natura-Genics Intestinal & Liver Cleanser, which includes:
 - a. Natura-Genics Intestinal & Liver Cleanser Intestinal Cleanser Part A
 - b. Natura-Genics Intestinal & Liver Cleanser Intestinal Cleanser Part B
 - c. Natura-Genics Intestinal & Liver Cleanser Hepa Cleanser Liver Cleanser
- 24. Natura-Genics Intestinal Cleanser Intestinal Cleanser, which includes:
 - a. Natura-Genics Intestinal Cleanser Intestinal Cleanser Part A
 - b. Natura-Genics Intestinal Cleanser Intestinal Cleanser Part B
- 25. Natura-Genics Alfalfa Combination
- 26. Natura-Genics Prostalex Complex
- 27. Natura-Genics Propolis Combination
- 28. Natura-Genics Gastril
- 29. Natura-Genics Juniper Berries Golden Line
- 30. Natura-Genics Sarsaparilla Golden Line
- 31. Natura-Genics Nopal Golden Line
- 32. Natura-Genics Aloe Vera Golden Line
- 33. Natura-Genics Formula AA Kit
- 34. Natura-Genics Urinary System Kit, which includes:
 - a. Natura-Genics Urinary System Kit Opti-Renal
 - b. Natura-Genics Urinary System Kit Formula CBR

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- 35. Natura-Genics Glucose Control Kit, which includes:
 - a. Natura-Genics Glucose Control Kit Diabetrim Part A
 - b. Natura-Genics Glucose Control Kit Diabetrim Part B
- 36. Natura-Genics Estro-Balance
- 37. Natura-Genics Hydrangea Golden Line
- 38. Natura-Genics Goldenseal Golden Line
- 39. Natura-Genics Wild Yam Golden Line
- 40. Natura-Genics Nettle Golden Line
- 41. Natura-Genics Passion Flower Golden Line
- 42. Natura-Genics Intestinal Cleanser Part B
- 43. Natura-Genics Colon Detox+
- 44. Natura-Genics Polybiotic
- 45. Natura-Genics Red Yeast Rice with Inositol
- 46. Natura-Genics Anti-Candida Complex
- 47. Natura-Genics Garcinia Cambogia Extract
- 48. Natura-Genics Red Raspberry Golden Line
- 49. Natura-Genics Black Walnut Golden Line
- 50. Natura-Genics Horsetail Golden Line
- 51. YerbaFarma Opti•Max Intestinal Cleanser
- 52. Natura-Genics Aloe Vera & Prickly Pear Combination
- 53. Natura-Genics Internal Detox 5 Day Cleanse
- 54. Natura-Genics Graviola
- 55. Natura-Genics Herbal Dietmax
- 56. Natura-Genics Female Forte

1.2 ERC and GREEN WEALTH are hereinafter referred to individually as a “Party” or collectively as the “Parties.”

1.3 ERC is a 501 (c)(3) California non-profit corporation dedicated to, among other causes, helping safeguard the public from health hazards by reducing the use and misuse of

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

3 **1.4** For purposes of this Consent Judgment, the Parties agree that GREEN WEALTH
4 is a business entity that has employed ten or more persons at all times relevant to this action, and
5 qualifies as a “person in the course of business” within the meaning of Proposition 65. GREEN
6 WEALTH manufactures, distributes, and/or sells the Covered Products.

7 **1.5** The Complaint is based on allegations contained in ERC’s Notices of Violation
8 dated November 5, 2015 and April 29, 2016 that were served on the California Attorney
9 General, other public enforcers, and GREEN WEALTH (“Notices”). True and correct copies of
10 the 60-Day Notices dated November 5, 2015 and April 29, 2016 are attached hereto as
11 **Exhibits A and B** respectively and each is incorporated herein by reference. More than 60
12 days have passed since the Notices were served on the Attorney General, public enforcers, and
13 GREEN WEALTH and no designated governmental entity has filed a complaint against
14 GREEN WEALTH with regard to the Covered Products or the alleged violations.

15 **1.6** ERC’s Notices and Complaint allege that use of the Covered Products exposes
16 persons in California to lead without first providing clear and reasonable warnings in violation
17 of California Health and Safety Code section 25249.6. GREEN WEALTH denies all material
18 allegations contained in the Notices and Complaint.

19 **1.7** The Parties have entered into this Consent Judgment in order to settle,
20 compromise, and resolve disputed claims and thus avoid prolonged and costly litigation.
21 Nothing in this Consent Judgment nor compliance with this Consent Judgment shall constitute or
22 be construed as an admission by any of the Parties or by any of their respective officers,
23 directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, franchisees,
24 licensees, customers, suppliers, distributors, wholesalers, or retailers of any fact, issue of law, or
25 violation of law.

26 **1.8** Except as expressly set forth herein, nothing in this Consent Judgment shall
27 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
28 current or future legal proceeding unrelated to these proceedings.

1 **1.9** The Effective Date of this Consent Judgment is the date on which it is entered as
2 a Judgment by this Court.

3 **2. JURISDICTION AND VENUE**

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

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

12 **3.1** Beginning on the Effective Date, GREEN WEALTH shall be permanently
13 enjoined from manufacturing for sale in the State of California, "Distributing into the State of
14 California", or directly selling in the State of California, any Covered Products which exposes a
15 person to a "Daily Lead Exposure Level" of more than 0.5 micrograms of lead per day unless it
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 GREEN WEALTH knows or has
20 reason to know will sell the Covered Product in California.

21 **3.1.2** For purposes of this Consent Judgment, the "Daily Lead Exposure
22 Level" shall be measured in micrograms, and shall be calculated using the following formula:
23 micrograms of lead per gram of product, multiplied by grams of product per serving of the
24 product (using the largest serving size appearing on the product label), multiplied by servings
25 of the product per day (using the largest number of servings in a recommended dosage
26 appearing on the product label), which equals micrograms of lead exposure per day. If no
27 recommended daily serving size is provided on the label, then the daily serving size shall equal
28 one.

1 **3.2 Clear and Reasonable Warnings**

2 If GREEN WEALTH is required to provide a warning pursuant to Section 3.1, the
3 following warning must be utilized (“Warning”):

4 **WARNING:** Consuming this product can expose you to chemicals including lead which is
5 [are] known to the State of California to cause [cancer and] birth defects or other
6 reproductive harm. For more information go to www.P65Warnings.ca.gov/food.

7 GREEN WEALTH shall use the phrase “cancer and” in the Warning only if the “Daily Lead
8 Exposure Level” is greater than 15 micrograms of lead as determined pursuant to the quality
9 control methodology set forth in Section 3.4.

10 The Warning shall be securely affixed to or printed upon the container or label of each
11 Covered Product. In addition, for any Covered Product sold over the internet, the Warning shall
12 appear on the checkout page when a California delivery address is indicated for any purchase of
13 any Covered Product. An asterisk or other identifying method must be utilized to identify which
14 products on the checkout page are subject to the Warning.

15 The Warning shall be at least the same size as the largest of any other health or safety
16 warnings also appearing on its website or on the label or container of GREEN WEALTH’s
17 product packaging and the word “**WARNING**” shall be in all capital letters and in bold print. No
18 statements intended to or likely to have the effect of diminishing the impact of, or reducing the
19 clarity of, the Warning on the average lay person shall accompany the Warning. Further, no
20 statements may accompany the Warning that state or imply that the source of the listed chemical
21 has an impact on or results in a less harmful effect of the listed chemical.

22 GREEN WEALTH must display the above Warning with such conspicuousness, as
23 compared with other words, statements, design of the label, container, or on its website, as
24 applicable, to render the Warning likely to be read and understood by an ordinary individual under
25 customary conditions of purchase or use of the product.

26 **3.3 Reformulated Covered Products**

27 A Reformulated Covered Product is one for which the “Daily Lead Exposure Level” is no
28 greater than 0.5 micrograms of lead per day as determined by the quality control methodology
described in Section 3.4.

1 **3.4 Testing and Quality Control Methodology**

2 **3.4.1** Beginning within one year of the Effective Date, GREEN WEALTH
3 shall arrange for lead testing of the Covered Products at least once a year for a minimum of five
4 consecutive years by arranging for testing of five randomly selected samples of each of the
5 Covered Products, in the form intended for sale to the end-user, which GREEN WEALTH
6 intends to sell or is manufacturing for sale in California, directly selling to a consumer in
7 California or "Distributing into the State of California." If tests conducted pursuant to this
8 Section demonstrate that no Warning is required for a Covered Product during each of five
9 consecutive years, then the testing requirements of this Section will no longer be required as to
10 that Covered Product. However, if during or after the five-year testing period, GREEN
11 WEALTH changes ingredient suppliers for any of the Covered Products and/or reformulates
12 any of the Covered Products, GREEN WEALTH shall test that Covered Product annually for at
13 least four (4) consecutive years after such change is made.

14 **3.4.2** For purposes of measuring the "Daily Lead Exposure Level," the highest
15 lead detection result of the five (5) randomly selected samples of the Covered Products will be
16 controlling.

17 **3.4.3** All testing pursuant to this Consent Judgment shall be performed using a
18 laboratory method that complies with the performance and quality control factors appropriate
19 for the method used, including limit of detection, qualification, accuracy, and precision that
20 meets the following criteria: Inductively Coupled Plasma-Mass Spectrometry ("ICP-MS")
21 achieving a limit of quantification of less than or equal to 0.010 mg/kg or any other testing
22 method subsequently agreed to in writing by the Parties and approved by the Court through
23 entry of a modified consent judgment.

24 **3.4.4** All testing pursuant to this Consent Judgment shall be performed by an
25 independent third party laboratory certified by the California Environmental Laboratory
26 Accreditation Program or an independent third-party laboratory that is registered with the
27 United States Food & Drug Administration.

28 **3.4.5** Nothing in this Consent Judgment shall limit GREEN WEALTH's

1 ability to conduct, or require that others conduct, additional testing of the Covered Products,
2 including the raw materials used in their manufacture.

3 **3.4.6** Within thirty (30) days of ERC's written request, GREEN WEALTH
4 shall deliver lab reports obtained pursuant to Section 3.4 to ERC. GREEN WEALTH shall
5 retain all test results and documentation for a period of five years from the date of each test.

6 **4. SETTLEMENT PAYMENT**

7 **4.1** In full satisfaction of all potential civil penalties, attorney's fees, and costs,
8 GREEN WEALTH shall make a total payment of \$30,000.00 ("Total Settlement Amount")
9 according to the following payment schedule:

- 10 • Payment 1 -- \$5,000.00 within 5 days of the Effective Date ("Due Date")
- 11 • Payment 2 -- \$5,000.00 within 35 days of the Effective Date ("Due Date")
- 12 • Payment 3 -- \$5,000.00 within 65 days of the Effective Date ("Due Date")
- 13 • Payment 4 -- \$5,000.00 within 95 days of the Effective Date ("Due Date")
- 14 • Payment 5 -- \$5,000.00 within 125 days of the Effective Date ("Due Date")
- 15 • Payment 6 -- \$5,000.00 within 150 days of the Effective Date ("Due Date")

16 GREEN WEALTH shall make these payments by wire transfer to ERC's escrow account, for
17 which ERC will give GREEN WEALTH the necessary account information. The Total
18 Settlement Amount shall be apportioned as follows:

19 **4.2** \$3,000 shall be considered a civil penalty pursuant to California Health and
20 Safety Code section 25249.7(b)(1). ERC shall remit 75% (\$2250) of the civil penalty to the
21 Office of Environmental Health Hazard Assessment ("OEHHA") for deposit in the Safe
22 Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety
23 Code section 25249.12(c). ERC will retain the remaining 25% (\$750) of the civil penalty.

24 **4.3** \$15,390.00 shall be distributed to ERC as reimbursement to ERC for reasonable
25 costs and in-house legal fees incurred in bringing this action.

26 **4.4** \$11,610 shall be distributed to Lozeau Drury LLP as reimbursement of ERC's
27 attorney's fees and costs incurred in bringing this action. Except as explicitly provided herein,
28 each Party shall bear its own fees and costs.

1 **4.5** In the event that GREEN WEALTH fails to remit any of the payments pursuant
2 to Section 4.1 on or before their respective Due Dates, GREEN WEALTH shall be deemed to
3 be in material breach of its obligations under this Consent Judgment. ERC shall provide written
4 notice of the delinquency to GREEN WEALTH via electronic mail. If GREEN WEALTH fails
5 to deliver the delinquent payment within five (5) days from the written notice, the Total
6 Settlement Amount shall be immediately due and owing and shall accrue interest at the
7 statutory judgment interest rate provided in the Code of Civil Procedure section 685.010.
8 Additionally, GREEN WEALTH agrees to pay ERC's reasonable attorney's fees and costs for
9 any efforts to collect the payment due under this Consent Judgment.

10 **5. MODIFICATION OF CONSENT JUDGMENT**

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

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

26 **5.3** In the event that GREEN WEALTH initiates or otherwise requests a
27 modification under Section 5.1, and the meet and confer process leads to a joint motion or
28 application of the Consent Judgment, GREEN WEALTH shall reimburse ERC its costs and

1 reasonable attorney's fees for the time spent in the meet-and-confer process and filing and
2 arguing the motion or application.

3 **5.4** Where the meet-and-confer process does not lead to a joint motion or
4 application in support of a modification of the Consent Judgment, then either Party may seek
5 judicial relief on its own. In any such contested court proceeding, ERC may seek any
6 attorney's fees and costs incurred in opposing the motion pursuant to California Code of Civil
7 Procedure section 1021.5.

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 GREEN WEALTH in a reasonably prompt manner of its test results, including
15 information sufficient to permit GREEN WEALTH to identify the Covered Products at issue.
16 GREEN WEALTH shall, within thirty (30) days following such notice, provide ERC with
17 testing information, from an independent third-party laboratory meeting the requirements of
18 Sections 3.4.3 and 3.4.4, demonstrating GREEN WEALTH's compliance with the Consent
19 Judgment, if warranted. The Parties shall first attempt to resolve the matter prior to ERC taking
20 any further legal action.

21 **7. APPLICATION OF CONSENT JUDGMENT**

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

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

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

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

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, and GREEN WEALTH on behalf of itself only, acknowledge and
7 understand the significance and consequences of this specific waiver of California Civil Code
8 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 Notices and 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 GREEN
14 WEALTH's 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_erc501c3@yahoo.com

With a copy to:
Richard Drury

1 Michael R. Lozeau
Meredith S. Wilensky
2 LOZEAU | DRURY LLP
410 12th Street, Suite 250
3 Oakland, CA 94607
4 Telephone: 510-836-4200
Facsimile: 510-836-4205
5 Email: richard@lozeaudrury.com

6
7 **GREEN WEALTH, INC.**
doing business as NATURA-GENICS

8 Renzo J. Bustamante-Wendorff
9 6952 Buckeye Street
Chino, CA 91710
10 Tel: 909-597-6676
Facsimile: 909-606-7784
11 Email: info@naturagenics.com

12
13 With a copy to:
John Kolfschoten
14 Law Office of John Kolfschoten
3807 Wilshire Boulevard, Suite 770
15 Los Angeles, CA 90010
16 Tel: 213-380-1900
Facsimile: 213-380-1901

17 **12. COURT APPROVAL**

18 **12.1** Upon execution of this Consent Judgment by the Parties, ERC shall notice a
19 Motion for Court Approval. The Parties shall use their best efforts to support entry of this
20 Consent Judgment.

21 **12.2** If the California Attorney General objects to any term in this Consent Judgment,
22 the Parties shall use their best efforts to resolve the concern in a timely manner, and if possible
23 prior to the hearing on the motion.

24 **12.3** If this Stipulated Consent Judgment is not approved by the Court, it shall be
25 void and have no force or effect.

26 **13. EXECUTION AND COUNTERPARTS**

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

3 **14. DRAFTING**

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

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

13 If a dispute arises with respect to either Party's compliance with the terms of this Consent
14 Judgment entered by the Court, the Parties shall meet and confer in person, by telephone, and/or in
15 writing and endeavor to resolve the dispute in an amicable manner. No action or motion may be
16 filed in the absence of such a good faith attempt to resolve the dispute beforehand.

17 **16. ENFORCEMENT**

18 ERC may, by motion or order to show cause before the Superior Court of Alameda
19 County, enforce the terms and conditions contained in this Consent Judgment. In any action
20 brought by ERC to enforce this Consent Judgment, ERC may seek whatever fines, costs,
21 penalties, or remedies as are provided by law for failure to comply with the Consent Judgment.
22 To the extent the failure to comply with the Consent Judgment constitutes a violation of
23 Proposition 65 or other laws, ERC shall not be limited to enforcement of this Consent Judgment,
24 but may seek in another action whatever fines, costs, penalties, or remedies as are provided by
25 law for failure to comply with Proposition 65 or other laws.

26 **17. ENTIRE AGREEMENT, AUTHORIZATION**

27 **17.1** This Consent Judgment contains the sole and entire agreement and
28 understanding of the Parties with respect to the entire subject matter herein, and any and all

1 prior discussions, negotiations, commitments, and understandings related hereto. No
 2 representations, oral or otherwise, express or implied, other than those contained herein have
 3 been made by any Party. No other agreements, oral or otherwise, unless specifically referred to
 4 herein, shall be deemed to exist or to bind any Party.

5 17.2 Each signatory to this Consent Judgment certifies that he or she is fully
 6 authorized by the Party he or she represents to stipulate to this Consent Judgment.

7 **18. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF**
 8 **CONSENT JUDGMENT**

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

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

15 (2) Make the findings pursuant to California Health and Safety Code section
 16 25249.7(f)(4), approve the Settlement, and approve this Consent Judgment.

17 **IT IS SO STIPULATED:**

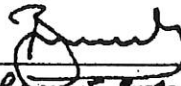
18 Dated: 8/5, 2017

ENVIRONMENTAL RESEARCH
 CENTER, INC.

By: 
 Chris Heppinstall, Executive Director

22 Dated: 8/31, 2017

GREEN WEALTH, INC. doing business as
 NATURA-GENICS

By: 
 Russ J. Bustano or its - Vendoff
 Its: President

1 APPROVED AS TO FORM:

2 Dated: _____, 2017

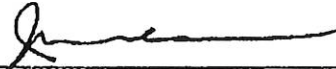
LOZEAU | DRURY LLP

3 By: _____

4 Richard Drury
5 Michael R. Lozau
6 Meredith S. Wilensky
7 Attorneys for Plaintiff Environmental
8 Research Center, Inc.

8 Dated: Aug 31, 2017

LAW OFFICE OF JOHN KOLFSCHOTEN

10 By: 

11 John Kolfshoten
12 Attorney for Defendant GREEN
13 WEALTH, INC. doing business as
14 NATURA-GENICS

15 **ORDER AND JUDGMENT**

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

18 IT IS SO ORDERED, ADJUDGED AND DECREED.

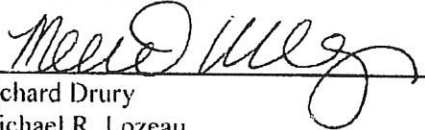
19
20 Dated: _____, 2017

21 Judge of the Superior Court

1 APPROVED AS TO FORM:

2 Dated: August 7, 2017

LOZEAU | DRURY LLP

3 By: 
4 Richard Drury
5 Michael R. Lozeau
6 Meredith S. Wilensky
7 Attorneys for Plaintiff Environmental
8 Research Center, Inc.

8 Dated: _____, 2017

LAW OFFICE OF JOHN KOLFSCHOTEN

10 By: _____
11 John Kolfschoten
12 Attorney for Defendant GREEN
13 WEALTH, INC. doing business as
14 NATURA-GENICS

15 **ORDER AND JUDGMENT**

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

18 IT IS SO ORDERED, ADJUDGED AND DECREED.

19
20 Dated: 11/14, 2017


Judge of the Superior Court

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