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ALAMEDA COUNTY

DEC 07 2018

CLERK OF THE SUPERIOR COURT

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH,
a non-profit corporation,

Plaintiffs,

VS.

FREE SPEECH SYSTEMS, LLC, *et al.*,

Defendants.

) Case No. RG 18-889903

) [PROPOSED] CONSENT JUDGMENT
) AS TO FREE SPEECH SYSTEMS, LLC
) AND INFOWARS, LLC

1. INTRODUCTION

1.1 This Consent Judgment is entered into by the Center for Environmental Health, a California non-profit corporation (“CEH”) and Defendants Free Speech Systems, LLC and Infowars, LLC (collectively, “Settling Defendants”), to settle certain claims asserted by CEH against Settling Defendants as set forth in the operative complaint in the matter entitled *Center for Environmental Health v. Free Speech Systems, et al.*, Alameda County Superior Court Case No. RG 18-889903.

1.2 On October 16, 2017 CEH served a Notice of Violation under Proposition 65 alleging that Settling Defendants violated Proposition 65 (California Health & Safety Code §

1 25249.5, *et seq.*) by exposing persons to lead and lead compounds (collectively, "Lead") contained
2 in certain of Settling Defendants' Infowars Life dietary supplements sold in capsule and powder
3 form, without first providing a clear and reasonable warning pursuant to Proposition 65. The
4 specific products covered by this Consent Judgment are listed in Section 2.1 and defined as
5 "Covered Products".

6 1.3 Settling Defendants are limited liability companies that market and sell Covered
7 Products over the internet to California consumers.

8 1.4 For purposes of this Consent Judgment only, CEH and Settling Defendants (the
9 "Parties") stipulate that this Court has jurisdiction over the allegations of violations contained in
10 the Complaint and personal jurisdiction over Settling Defendants as to the acts alleged in the
11 Complaint, that venue is proper in the County of Alameda, and that this Court has jurisdiction to
12 enter this Consent Judgment as a full and final resolution of all claims which were or could have
13 been raised in the Complaint based on the facts alleged therein with respect to Covered Products
14 manufactured or sold by Settling Defendants.

15 1.5 CEH and Settling Defendants enter into this Consent Judgment as a full and final
16 settlement of all claims that were raised in the Complaint, or which could have been raised in the
17 Complaint, arising out of the facts or conduct related to Settling Defendants alleged therein. By
18 execution of this Consent Judgment and agreeing to comply with its terms, the Parties do not
19 admit any facts or conclusions of law including, but not limited to, any facts or conclusions of law
20 suggesting or demonstrating any violations of Proposition 65 relating to Lead in the Covered
21 Products. Nothing in this Consent Judgment is or shall be construed as an admission by the
22 Parties of any fact, conclusion of law, issue of law or violation of law. Nor shall compliance with
23 the Consent Judgment constitute or be construed as an admission by the Parties of any fact,
24 conclusion of law, issue of law, or violation of law. Settling Defendants deny the material, factual
25 and legal allegations in CEH's Complaint and expressly deny any wrong doing whatsoever.
26 Nothing in this Consent Judgment shall prejudice, waive or impair any right, remedy, argument or
27 defense the Parties may have in this or any other pending or future legal proceedings. This
28 Consent Judgment is the product of negotiation and compromise and is accepted by the Parties

1 solely for purposes of settling, compromising, and resolving issues disputed in this action.

2 **2. DEFINITIONS**

3 2.1 The term “Covered Products” means the following products (or any renamed
4 products having substantially similar formulations):

- 5 • Living Defense Harmful Organism Cleansing;
- 6 • Myco-Zx;
- 7 • Vitamin Mineral Fusion;
- 8 • Caveman True Paleo Formula Chocolate Flavor;
- 9 • Caveman True Paleo Formula Strawberry Flavor; and
- 10 • True Whey Protein.

11 2.2 The term “Effective Date” means the date on which the Court enters this Consent
12 Judgment.

13 2.3 The term “Lead Limits” means the maximum allowable concentration of Lead by
14 weight applicable to each Covered Product as follows:

Covered Product	Serving Size Per Day	Lead Limit in Parts Per Billion (“ppb”)
Living Defense Harmful Organism Cleansing	2.4 grams (3 capsules weighing no more than 0.8 grams per day)	208 ppb
Myco-Zx	2.4 grams (3 capsules weighing no more than 0.8 grams per day)	208 ppb
Vitamin Mineral Fusion	7.5 grams	67 ppb
Caveman True Paleo Formula Chocolate Flavor	21 grams	24 ppb
Caveman True Paleo Formula Strawberry Flavor	21 grams	24 ppb
True Whey Protein	28 grams	18 ppb

1 For purposes of this Consent Judgment, the Lead concentration of a Covered Product shall be
2 determined by testing performed by an accredited laboratory using inductively coupled plasma
3 mass spectrometry (ICP-MS) equipment with a level of detection of no greater than 10 ppb that
4 meets standard laboratory QA/QC requirements. Should the serving size or daily recommended
5 servings be changed in the future such that the serving size per day changes from the chart above
6 then the Lead Limits shall be adjusted such that the exposure to lead requiring a warning under
7 this Consent Judgment (serving size in grams multiplied by concentration in ppb divided by 1,000)
8 remains the same.

9 2.4 The term "Settling Defendants' Website" shall mean www.infowarsstore.com,
10 www.inforwarsshop.com and any other website on which Settling Defendants sell or offer for
11 sale Covered Products.

12 3. INJUNCTIVE RELIEF

13 3.1 **Clear and Reasonable Warnings for Covered Products.** As of the Effective
14 Date, no Covered Product that contains Lead in a greater concentration than the applicable Lead
15 Limit set forth in Section 2.3 for such Covered Product shall be sold or offered for sale by a
16 Settling Defendants to California consumers unless Settling Defendants' provide a clear and
17 reasonable warning that is compliant with the safe harbor warning methods and content set forth in
18 27 Cal. Code Regs. § 25601 et seq. and as further set forth in this Section 3.

19 3.2 **Warning Language.** The warning required by Section 3.2 shall state the
20 following:



21 **WARNING:** This product can expose you to lead, which is known to the State of
22 California to cause birth defects or other reproductive harm. For more information
23 go to www.P65Warnings.ca.gov.

24 The symbol above must consist of a black exclamation point in a yellow equilateral
25 triangle with a bold black outline. The symbol shall be placed to the left of the text of the
26 warning, in a size no smaller than the height of the word "WARNING". The word "WARNING"
27 must be in all capital letters and bold print.
28

1 **3.3 Placement of Warning Language.** The warning language set forth in Section 3.3
2 must be displayed with such conspicuousness as compared with other words, statements, designs
3 or devices as to render the warning likely to be read and understood by an ordinary individual
4 under customary conditions of purchase or use. With respect to internet sales, the warning
5 language set forth in Section 3.3 must be product specific pursuant to 27 Cal. Code Regs. §
6 25602(a)(2) and must be prominently displayed in such a manner that it is likely to be read and
7 understood as being applicable to the Covered Product being sold prior to the authorization of or
8 actual payment by the purchaser. For purposes of this Section 3.4, the warning language is not
9 prominently displayed if the customer must search for the warning language in the general content
10 of Settling Defendants' Website or if a reasonable consumer cannot determine the specific
11 Covered Product to which the warning applies.

12 **3.4 Additional Labelling Requirement.** Settling Defendants shall not place
13 Proposition 65 warnings on any Infowars Life dietary supplements sold in capsule and powder
14 form other than the Covered Products unless Settling Defendants have test data demonstrating that
15 such other products contain Lead in excess of an amount that would yield an exposure of 0.5
16 micrograms per day based on the recommended daily serving. Settling Defendants shall retain
17 any such test data. CEH may once annually for the first three years following the Effective Date
18 request copies of such supporting test data for up to three such products of its choosing and
19 Settling Defendants shall promptly provide the supporting test results for such products to CEH.

20 **4. ENFORCEMENT**

21 **4.1 General Enforcement Procedures.** Prior to bringing any motion or request for
22 order to show cause to enforce the terms of this Consent Judgment, a Party seeking to enforce
23 shall provide the violating party thirty (30) days' advance written notice of the alleged violation.
24 The Parties shall meet and confer during such thirty (30) day period, exchanging any relevant
25 information, in an effort to try to reach agreement on an appropriate cure for the alleged violation
26 absent Court intervention. After such thirty (30) day period, the Party seeking to enforce may, by
27 new action, motion, or request before the Superior Court of Alameda County, seek to enforce the
28 terms and conditions contained in this Consent Judgment.

1 4.2 **Enforcement of Reformulation Commitment.**

2 4.2.1 Notice of Violation. In the event that CEH identifies a Covered
3 Product that was sold or offered for sale to California consumers on or after the Effective Date
4 without a warning that is compliant with Section 3 and for which CEH has test results showing
5 that the Covered Product has a Lead concentration exceeding the Lead Limits, CEH may issue a
6 Notice of Violation pursuant to this Section. Such Notice of Violation shall be based upon a test
7 result sufficient to establish an exceedance of the Lead Limits.

8 4.2.2 Service of Notice of Violation and Supporting Documentation.

9 4.2.2.1 The Notice of Violation shall be sent to the person(s) identified in
10 Section 8 to receive notices for Defendants, and must be served within 60 days of the date the
11 Covered Products at issue were purchased or otherwise acquired by CEH, provided, however, that
12 CEH may have up to an additional 45 days to send the Notice of Violation if, notwithstanding
13 CEH's good faith efforts, the test data required by Section 4.2.2.2 below cannot be obtained by
14 CEH from its laboratory before expiration of the initial 90 day period.

15 4.2.2.2 The Notice of Violation shall, at a minimum, set forth: (a) the date
16 the alleged violating Covered Product was purchased; (b) a description of the Covered Products
17 giving rise to the alleged violation, including screen shots of the purchase confirmation and if
18 available information that identifies the product lot; and (d) all test data obtained by CEH
19 regarding the Covered Products and supporting documentation sufficient for validation of the test
20 results, including any laboratory reports, quality assurance reports and quality control reports
21 associated with testing of the Covered Product.

22 4.2.3 Notice of Election of Response. No more than thirty (30) days after
23 effectuation of service of a Notice of Violation, Settling Defendants shall provide written notice to
24 CEH of their election under Section 4.2.3.1, 4.2.3.2 or 4.2.3.3 below ("Notice of Election").
25 Failure to provide a Notice of Election within thirty (30) days of effectuation of service of a
26 Notice of Violation shall be deemed an election under 4.2.3.2 below.

27 4.2.3.1 Settling Defendants may elect to test five randomly selected
28 Covered Products from the same lot or batch and send them to an independent laboratory for Lead

1 concentration testing. If the arithmetic average of the five Lead test results from such testing is
2 below the Lead Limits, no further action under this Section shall be required, provided that
3 Settling Defendants provide all documentation and test data to CEH for review.

4 4.2.3.2 Settling Defendants may elect not to contest the allegations in a
5 Notice of Violation under this Section in which case Settling Defendants shall include in their
6 Notice of Election a detailed description with supporting documentation of the corrective action
7 that it has undertaken or proposes to undertake to address the alleged violation. Any such
8 correction shall, at a minimum, provide reasonable assurance that Settling Defendants have
9 stopped selling or offering for sale in California all Covered Products from the same lot as that of
10 the Covered Products identified in CEH's Notice of Violation. Settling Defendants shall make
11 available to CEH for inspection and/or copying records and correspondence regarding the
12 corrective action. If there is a dispute over the corrective action, Settling Defendants and CEH
13 shall meet and confer pursuant to Section 4.2.4 before seeking any remedy in court. In no case
14 shall CEH issue more than one NOV per manufacturing lot of a type of Covered Product. In
15 addition, Settling Defendants shall pay \$5,000 to CEH under this Section.

16 4.2.3.3 Settling Defendants may elect to contest the Notice of Violation and
17 in such case the Notice of Election shall include all then-available documentary evidence
18 regarding the alleged violation, including all test data, if any. If either Settling Defendant or CEH
19 later acquires additional test or other data regarding the alleged violation, it shall notify the other
20 party and promptly provide all such data or information to the party. If a Notice of Violation is
21 contested, CEH and Settling Defendants shall meet and confer to attempt to resolve their dispute.
22 Within 30 days of serving a Notice of Election contesting a Notice of Violation, and if no
23 enforcement action or application has been filed by CEH pursuant to Section 4.1, Settling
24 Defendants may withdraw the original Notice of Election contesting the violation and serve a new
25 Notice of Election to not contest the violation under Section 4.2.3.2, provided, however, that, in
26 this circumstance, Settling Defendants shall pay \$2,500 in addition to any payment required under
27 this Consent Judgment. At any time, CEH may withdraw a Notice of Violation, in which case for
28 purposes of this Section 4.2 the result shall be as if CEH never issued any such Notice of

1 Violation. If no informal resolution of a Notice of Violation results within thirty (30) days of a
2 Notice of Election to contest, CEH may file an enforcement motion or application pursuant to
3 Section 4.1. In any such proceeding, CEH may seek whatever fines, costs, penalties, attorneys'
4 fees or other remedies are provided by law for failure to comply with the Consent Judgment.

5 4.2.4 Payments. Any payments under Section 4.2 shall be made by check
6 payable to the "Lexington Law Group" and shall be paid within thirty (30) days of service of a
7 Notice of Election triggering a payment and which shall be used as reimbursement for costs for
8 investigating, preparing, sending and prosecuting Notices of Violation, and to reimburse
9 attorneys' fees and costs incurred in connection with these activities.

10 5. PAYMENTS

11 5.1 **Payments by Settling Defendants.** On or before five days after the Effective
12 Date, Settling Defendants shall pay the total sum of \$135,000 as a settlement payment
13 ("Settlement Payment") as further set forth in this Section.

14 5.2 **Allocation of Payments.** The total Settlement Payment shall be paid in 5 separate
15 checks in the amounts specified below and delivered as set forth below. Any failure by Settling
16 Defendants to comply with the payment terms herein shall be subject to a stipulated late fee to be
17 paid by Settling Defendants in the amount of \$100 for each day the full payment is not received
18 after the applicable payment due date set forth in Section 5.1. The late fees required under this
19 Section shall be recoverable, together with reasonable attorneys' fees and costs, in an enforcement
20 proceeding brought pursuant to Section 4 of this Consent Judgment. The Settlement Payment paid
21 by Settling Defendants shall be allocated as set forth below between the following categories and
22 made payable as follows:

23 5.2.1 Settling Defendants shall pay \$22,860 as a civil penalty ("Civil Penalty")
24 pursuant to Health & Safety Code §25249.7(b). The Civil Penalty payment shall be apportioned
25 in accordance with Health & Safety Code §25249.12 (25% to CEH and 75% to the State of
26 California's Office of Environmental Health Hazard Assessment ("OEHHA")). Accordingly,
27 Settling Defendants shall pay the OEHHA portion of the Civil Penalty payment for \$17,145 by
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1 check made payable to OEHHA and associated with taxpayer identification number 68-0284486.

2 This payment shall be delivered as follows:

3 For United States Postal Service Delivery:

4 Attn: Mike Gyurics
5 Fiscal Operations Branch Chief
6 Office of Environmental Health Hazard Assessment
7 P.O. Box 4010, MS #19B
8 Sacramento, CA 95812-4010

9 For Non-United States Postal Service Delivery:

10 Attn: Mike Gyurics
11 Fiscal Operations Branch Chief
12 Office of Environmental Health Hazard Assessment
13 1001 I Street, MS #19B
14 Sacramento, CA 95814

15 Settling Defendants shall pay the CEH portion of the Civil Penalty payment for \$5,715 by check
16 made payable to the Center for Environmental Health and associated with taxpayer identification
17 number 94-3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero
18 Street, San Francisco, CA 94117.

19 5.2.2 Settling Defendants shall pay \$17,140 as an Additional Settlement Payment
20 (“ASP”) to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of
21 Regulations, Title 11, § 3204. CEH intends to place these funds in CEH’s Toxics in Food Fund
22 and use them to support CEH programs and activities that seek to educate the public about lead
23 and other toxic chemicals in food, to work with the food industry and agriculture interests to
24 reduce exposure to lead and other toxic chemicals in food, and to thereby reduce the public health
25 impacts and risks of exposure to lead and other toxic chemicals in food sold in California. CEH
26 shall obtain and maintain adequate records to document that ASPs are spent on these activities and
27 CEH agrees to provide such documentation to the Attorney General within thirty days of any
28 request from the Attorney General. The payments pursuant to this Section shall be paid by check
made payable to the Center for Environmental Health and associated with taxpayer identification
number 94-3251981. These payments shall be delivered to Lexington Law Group, 503 Divisadero
Street, San Francisco, CA 94117.

1 5.2.3 Settling Defendants shall pay \$95,000 as a reimbursement of a portion of
2 CEH's reasonable attorneys' fees and costs. The attorneys' fees and cost reimbursement shall be
3 made in two separate checks as follows: (a) \$90,000 payable to the Lexington Law Group and
4 associated with taxpayer identification number 94-3317175; and (b) \$5,000 payable to the Center
5 For Environmental Health and associated with taxpayer identification number 94-3251981. Both
6 of these payments shall be delivered to Lexington Law Group, 503 Divisadero Street, San
7 Francisco, CA 94117.

8 5.2.4 To summarize, Settling Defendants shall deliver checks made out to the
9 payees and in the amounts set forth below:

10 Payee	Type	Amount	Deliver To
11 OEHHA	Penalty	\$17,145	OEHHA per Section 5.2.1
12 Center For Environmental Health	Penalty	\$5,715	LLG
13 Center For Environmental Health	ASP	\$17,140	LLG
14 Lexington Law Group	Fee and Cost	\$90,000	LLG
15 Center For Environmental Health	Fee and Cost	\$5,000	LLG

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17 **6. MODIFICATION AND DISPUTE RESOLUTION**

18 6.1 **Modification.** This Consent Judgment may be modified from time to time by
19 express written agreement of the Parties with the approval of the Court, or by an order of this
20 Court upon motion and in accordance with law.

21 6.2 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment
22 shall attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
23 modify the Consent Judgment.

24 **7. CLAIMS COVERED AND RELEASE**

25 7.1 Provided that Settling Defendants comply in full with their obligations under
26 Section 5 hereof, this Consent Judgment is a full, final, and binding resolution between CEH and
27 Settling Defendants and Settling Defendants' parents, shareholders, divisions, subdivisions,
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1 subsidiaries, partners, sister companies and their successors and assigns (“Settling Defendants
2 Releasees”), and all entities to whom they distribute or sell Covered Products including, but not
3 limited to, distributors, wholesalers, customers, retailers, franchisees, cooperative members, and
4 licensees (“Downstream Settling Defendants Releasees”), of any violation of Proposition 65 that
5 have been or could have been asserted in the public interest against Settling Defendants, Settling
6 Defendants Releasees, and Downstream Settling Defendants Releasees, regarding the failure to
7 warn about exposure to Lead arising in connection with Covered Products manufactured or sold
8 by Settling Defendants prior to the Effective Date.

9 7.2 Provided that Settling Defendants comply in full with their obligations under
10 Section 5 hereof, CEH, for itself and acting on behalf of the public interest pursuant to Health &
11 Safety Code §25249.7(d), releases, waives, and forever discharges any and all claims against
12 Settling Defendants, Settling Defendants Releasees, and Downstream Settling Defendants
13 Releasees arising from any violation of Proposition 65 or any other statutory or common law
14 claims that have been or could have been asserted in the public interest regarding the failure to
15 warn about exposure to Lead arising in connection with Covered Products manufactured or sold
16 by Settling Defendants prior to the Effective Date.

17 7.3 Provided that Settling Defendants comply in full with their obligations under
18 Section 5 hereof, compliance with the terms of this Consent Judgment by Settling Defendants and
19 the Settling Defendants Releasees shall constitute compliance with Proposition 65 by Settling
20 Defendants, the Settling Defendants Releasees and the Downstream Settling Defendants Releasees
21 with respect to any alleged failure to warn about Lead in Covered Products manufactured or sold
22 by Settling Defendants after the Effective Date.

23 7.4 Settling Defendants, on behalf themselves and their affiliates, agents, officers,
24 directors, employees, representatives, attorneys, successors and assigns, hereby release CEH and
25 its affiliates, agents, officers, directors, employees, representatives, attorneys, successors and
26 assigns (together, the “CEH Releasees”) from and waive any claims they have or could assert
27 against the CEH Releasees for injunctive relief or damages, penalties, fines, sanctions, fees
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1 (including fees of attorneys and experts) costs, expenses, or any other amount incurred or claimed
2 or which could have been claimed or asserted.

3 **8. PROVISION OF NOTICE**

4 8.1 When any Party is entitled to receive any notice under this Consent Judgment, the
5 notice shall be sent by first class and electronic mail as follows:

6 8.1.1 **Notices to Settling Defendants.** The person for Settling Defendants to
7 receive Notice pursuant to this Consent Judgment shall be:

8 Peter A. Arhangelsky
9 Emord & Associates, P.C.
10 2730 S. Val Vista Dr., Bldg. 6, Suite 133
11 Gilbert, AZ 85295
12 parhangelsky@emord.com

13 8.1.2 **Notices to Plaintiff.** The person for CEH to receive Notices pursuant to
14 this Consent Judgment shall be:

15 Eric S. Somers
16 Lexington Law Group
17 503 Divisadero Street
18 San Francisco, CA 94117
19 esomers@lexlawgroup.com

20 8.2 Any Party may modify the person and address to whom the notice is to be sent by
21 sending the other Party notice by first class and electronic mail.

22 **9. COURT APPROVAL**

23 9.1 This Consent Judgment shall become effective on the Effective Date, provided
24 however, that CEH shall prepare and file a Motion for Approval of this Consent Judgment and
25 Settling Defendants shall support approval of such Motion.

26 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or effect
27 and shall not be introduced into evidence or otherwise used in any proceeding for any purpose.
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1 **10. GOVERNING LAW AND CONSTRUCTION**

2 10.1 The terms of this Consent Judgment shall be governed by the laws of the State of
3 California.

4 **11. ENTIRE AGREEMENT**

5 11.1 This Consent Judgment contains the sole and entire agreement and understanding
6 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
7 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
8 and therein. There are no warranties, representations, or other agreements between the Parties
9 except as expressly set forth herein. No representations, oral or otherwise, express or implied,
10 other than those specifically referred to in this Consent Judgment have been made by any Party
11 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,
12 shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically
13 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the
14 Parties hereto only to the extent that they are expressly incorporated herein. No supplementation,
15 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in
16 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent
17 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof
18 whether or not similar, nor shall such waiver constitute a continuing waiver.

19 **12. RETENTION OF JURISDICTION**

20 12.1 This Court shall retain jurisdiction of this matter to implement, enforce or modify
21 the Consent Judgment.

22 **13. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

23 13.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
24 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and
25 execute the Consent Judgment on behalf of the Party represented and legally to bind that Party.

26 **14. NO EFFECT ON OTHER SETTLEMENTS**

27 14.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim
28 against any other entity on terms that are different than those contained in this Consent Judgment.

1 **15. EXECUTION IN COUNTERPARTS**

2 15.1 The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.
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5 **IT IS SO ORDERED, ADJUDGED,
6 AND DECREED**

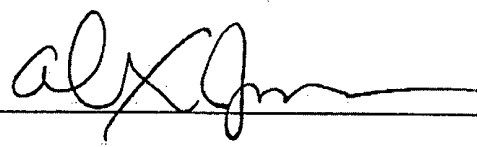
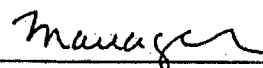
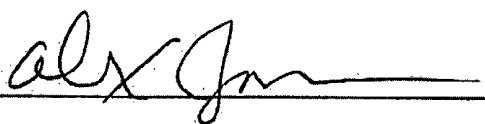
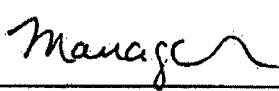
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8 Dated: December 7, 2018 Shirajul G. Amir
9 Judge of the Superior Court of the State of California
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11 **IT IS SO STIPULATED:**

12 Dated: September <u>28</u> 2018	13 CENTER FOR ENVIRONMENTAL HEALTH 14 15 <u>[Signature]</u> 16 17 <u>CHARLIE PIZARRO</u> 18 Printed Name 19 <u>ASSOCIATE DIRECTOR</u> 20 Title 21 22 23 24 25 26 27 28
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Dated: September <u>27</u> , 2018	FREE SPEECH SYSTEMS, LLC  _____ Alex E Jones Printed Name  _____ Title
Dated: September <u>27</u> , 2018	INFOWARS, LLC  _____ Alex E Jones Printed Name  _____ Title