

1 LAURA J. BAUGHMAN (SBN 263944)  
THOMAS M. SIMS (SBN 264174)  
2 BARON & BUDD, P.C.  
3102 Oak Lawn Avenue, Suite 1100  
3 Dallas, TX 75219  
Telephone (214) 521-3605  
4 Facsimile (214) 520-1181  
lbaughman@baronbudd.com  
5 tsims@baronbudd.com

6 APRIL STRAUSS (SBN 163327)  
LAW OFFICE OF APRIL STRAUSS  
7 2500 Hospital Drive, Suite 3B  
Mountain View, CA 94040  
8 Telephone 650-281-7081  
Facsimile 408-774-1906

9 JAMES R. WHEATON (SBN 115230)  
10 ENVIRONMENTAL LAW FOUNDATION  
1736 Franklin Street, 9<sup>th</sup> Floor  
11 Oakland, CA 94612  
Telephone: 510-208-4555  
12 Facsimile: 510-208-4562

13 Attorneys for Plaintiff  
ENVIRONMENTAL LAW FOUNDATION

14  
15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **COUNTY OF SAN FRANCISCO**

17  
18 ENVIRONMENTAL LAW FOUNDATION, )  
on behalf of the General Public, )

19 )  
20 Plaintiff, )

21 vs. )

22 ABBOTT LABORATORIES; BIOCHEM, a )  
brand of COUNTRY LIFE, LLC; BIO- )  
23 ENGINEERED SUPPLEMENTS & )  
NUTRITION, INC.; DYMATIZE )  
24 ENTERPRISES, INC.; )  
HEALTHWATCHERS, (DE) INC.; )  
25 OPTIMUM NUTRITION, INC.; VITAMIN )  
SHOPPE, INC.; and DOES 1 through 200, )

26 Defendants. )  
27 )  
28 )

Case No.: CGC-10-503002 and  
Consolidated Case No: CGC-10-505382

**[PROPOSED] CONSENT JUDGMENT  
AS TO CERTAIN DEFENDANTS;  
ORDER**

**[PROPOSED] CONSENT JUDGMENT AS TO CERTAIN DEFENDANTS; ORDER –**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**I. INTRODUCTION**

WHEREAS, Plaintiff, the Environmental Law Foundation (“ELF”) seeks to protect the general public of the State of California from exposure to lead and other toxic substances.

WHEREAS, on August 26, 2010, ELF individually and on behalf of the public interest, filed a complaint for injunctive relief and civil penalties in San Francisco County Superior Court (“Court”) in an action entitled *Environmental Law Foundation v. Abbott Laboratories, et al.*, Case No. CGC-10-503002.

WHEREAS, on November 12, 2010, ELF individually and on behalf of the public interest filed a complaint for injunctive relief and civil penalties in San Francisco Superior Court in an action entitled *Environmental Law Foundation v. Champion Nutrition, Inc., et al.*, Case No. CGC-10-505382 and on December 17, 2010, ELF filed a First Amended Complaint in such action.

WHEREAS, on April 13, 2011, the two above-referenced cases were consolidated for all purposes, including trial, and papers in both cases were thereafter filed under the common Case No. CGC-10-503002 (the operative complaints in the two above-referenced consolidated cases are collectively referred to herein as the “Complaint.”)

WHEREAS, Defendants Abbott Laboratories; Biochem, a brand of Country Life, LLC; Bioengineered Supplements & Nutrition, Inc.; Dymatize Enterprises, Inc.; Heathwatchers, (DE), Inc.; Champion Nutrition, Inc.; Chemisource, Inc.; ISS Research, LLC, doing business as and sued as Integrated Sports Science; IdeaSphere, Inc., operating as ISI Brands, Inc.; Natural Organics Laboratories, Inc. (sued as Natural Organics Laboratories); The Isopure Company, LLC; Vital Pharmaceuticals, Inc.; and Labrada Bodybuilding Nutrition, Inc. doing business as and also sued as Metabolic Response Modifiers (MRM) (hereinafter, collectively, “Settling Defendants”) manufacture, package, distribute, market, and/or sell protein supplement products (“Protein Supplement Products” as defined below) to persons in the State of California and are defendants named in the consolidated complaints identified above.

1  
2 WHEREAS, analysis of this general category of products, including but not limited to  
3 these Protein Supplement Products, using inductively coupled plasma mass spectrometry  
4 reveals that there can be detectable lead in some production lots of such products, there can  
5 be variations in lead concentrations within a single lot of any particular product, there can be  
6 variation among different lots of the same product and, finally, there can be variation among  
7 protein supplement products made by the same and by different Defendants.

8 WHEREAS, analysis of the general category of products, including but not limited to  
9 the subject Protein Supplement Products, also reveals that there can be variations in lead  
10 concentrations from flavor to flavor within a single protein supplement product line.

11 WHEREAS, even with use of good manufacturing practices, protein supplement  
12 products can still have detectable concentrations of lead.

13 WHEREAS, ELF and Settling Defendants dispute how exposure to the Protein  
14 Supplement Products is to be calculated, including the amount of consumption per eating  
15 occasion, whether the frequency of consumption should be considered, and the frequency of  
16 consumption by the average users of the Protein Supplement Products.

17 WHEREAS, Settling Defendants contend that the lead, if any is detectable, contained  
18 in the Protein Supplement Products is “naturally occurring” within the meaning of California  
19 Code of Regulations, Title 27, Section 25501.

20 WHEREAS, ELF disputes that contention, contending that the lead contained in these  
21 Protein Supplement Products is not naturally occurring for purposes of Proposition 65.

22 WHEREAS, ELF and Settling Defendants recognize and acknowledge that proving or  
23 disproving that any particular quantity of lead that may be contained in the Protein  
24 Supplement Products is naturally occurring would be extremely expensive and time-  
25 consuming, requiring the expenditure of resources out of proportion with any benefits to be  
26 derived from that process.

27 WHEREAS, the Consent Judgment in *Edgerton v. Conopco (dba Slim Fast Foods*  
28 *Co.), Atkins Nutritionals, Inc., Metabolife International, Kashi Company, and Rexall*

1  
2 *Sundown*, Los Angeles Superior Court Case No. BC26906 (dated 12/19/03) allows, inter  
3 alia, similar protein supplement products to be sold in California without a warning,  
4 regardless of the concentration of lead in those products, provided that each covered  
5 defendant uses its “Best Practices” in manufacturing its products, and keeps the lead levels  
6 in the water at its manufacturing facilities under ten (10) parts per billion (“ppb”).

7       WHEREAS, the Consent Judgment in *As You Sow v. Nature’s Way Products Inc.*,  
8 San Francisco Superior Court Case No. CGC-03-422848 (filed 5/24/05) allows, *inter alia*,  
9 similar protein supplement products containing a concentration of lead in the products of up  
10 to four (4) micrograms per day, assuming the product is used or consumed according to the  
11 defendant’s consumer use instructions, to be sold in California without a warning, provided  
12 that each covered defendant uses Good Manufacturing Practices, uses ingredients grown  
13 using Good Agricultural Practices when possible, and uses Quality Control measures to  
14 reduce contaminants to the “lowest level currently feasible,” as that phrase is defined by  
15 California Code of Regulations, Title 27, Section 25501(a)(4).

16       WHEREAS, the Consent Judgment in *As You Sow v. Irwin Naturals, et al.*, San  
17 Francisco Superior Court Case No. 429279 (filed 6/30/05) allows, *inter alia*, similar  
18 supplement products containing a concentration of lead in the products of up to four (4)  
19 micrograms per day, assuming the product is used or consumed according to the defendant’s  
20 consumer use instructions, to be sold in California without a warning, provided that each  
21 covered defendant use Good Manufacturing Practices, use ingredients grown using Good  
22 Agricultural Practices when possible, and use Quality Control measures to reduce  
23 contaminants to the “lowest level currently feasible,” as that phrase is defined by  
24 California Code of Regulations, Title 27, Section 25501(a)(4).

25       WHEREAS, the Consent Judgment in *As You Sow v. Threshold Enterprises, Ltd. et*  
26 *al.*, San Francisco Superior Court Case No. 422847 (filed 9/8/05) allows, *inter alia*, similar  
27 supplement products containing a concentration of lead in the products of up to four (4)  
28 micrograms per day, assuming the product is used or consumed according to the defendant’s

1  
2 consumer use instructions, to be sold in California without a warning, provided that each  
3 covered defendant use Good Manufacturing Practices, use ingredients grown using Good  
4 Agricultural Practices when possible, and use Quality Control measures to reduce  
5 contaminants to the “lowest level currently feasible,” as that phrase is defined by  
6 California Code of Regulations, Title 27, Section 25501(a)(4).

7 WHEREAS, the Consent Judgment in *As You Sow v. Botanical Laboratories, Inc. et*  
8 *al.*, San Francisco Superior Court Case No. CGC-04-429563 (filed 5/23/05) allows, *inter*  
9 *alia*, similar supplement products containing a concentration of lead in the products of up to  
10 four (4) micrograms per day, assuming the product is used or consumed according to the  
11 defendant’s consumer use instructions, to be sold in California without a warning, provided  
12 that each covered defendant use Good Manufacturing Practices, use ingredients grown using  
13 Good Agricultural Practices when possible, and use Quality Control measures to reduce  
14 contaminants to the “lowest level currently feasible,” as that phrase is defined by California  
15 Code of Regulations, Title 27, Section 25501(a)(4).

16 WHEREAS, in the case styled *Nasseri v. CytoSport, Inc.*, Los Angeles Superior Court  
17 Case No. BC 439181, as of November 2012 the parties thereto had negotiated Proposition 65  
18 warning trigger levels for lead in products which are competitor products to many Protein  
19 Supplement Products and those warning trigger levels exceed the warning trigger levels  
20 herein, and Settling Defendants contend that they should have the benefit of such higher  
21 warning trigger levels if the Los Angeles Superior Court approves the pending motion to  
22 approve the settlement.

23 WHEREAS Plaintiffs do not agree that Settling Defendants should be afforded the  
24 same Proposition 65 warning trigger levels for lead which are set forth in the pending  
25 *Nasseri v. CytoSport* action and further believe the lead levels herein should instead be used  
26 in the *Nasseri v. CytoSport* action.

27 WHEREAS, Settling Defendants contend that they should be provided a naturally  
28 occurring allowance of up to one (1) part per million (1000 ppb) of lead for any cocoa

1  
2 powder found in Products, pursuant to the letter dated September 28, 2001 from the  
3 California Office of the Attorney General to Roger Lane Carrick and Michele Corash.

4 WHEREAS, ELF disputes that contention, contending that the position reflected in  
5 the letter dated September 28, 2001 no longer represents the current state of scientific  
6 understanding regarding the origins of lead in chocolate.

7 WHEREAS, Settling Defendants contend that they should be provided a naturally  
8 occurring allowance for lead that may be present in calcium and other ingredients  
9 encompassed by the Consent Judgment in *People v. Warner-Lambert Co. et al.*, San  
10 Francisco Superior Court Case No. 984503 (filed 11/13/1998 and modified in April 2011),  
11 which allows, *inter alia*, a naturally occurring allowance of 0.8 micrograms of lead per 1000  
12 milligrams of calcium, and naturally occurring allowances of 0.4 mcg/g for ferrous fumarate,  
13 8.0 mcg/g for zinc oxide, 0.4 mcg/g for magnesium oxide, 0.332 mcg/g for magnesium  
14 carbonate, 0.4 mcg/g magnesium hydroxide, 0.8 mcg/g zinc gluconate, and 1.1 mcg/g  
15 potassium chloride. In 2012 the People afforded the same naturally occurring allowances to  
16 dozens of defendants in a series of consent judgments resolving a case styled *People v. 21<sup>st</sup>*  
17 *Century Healthcare, Inc. et al.*, Alameda Superior Court Case No. RG08426937.

18 WHEREAS, ELF disputes Settling Defendants' contention, as the Consent  
19 Judgment in *Warner-Lambert* contains language at paragraphs 1.5 and 9.1 specifically  
20 limiting the application of that Consent Judgment to the particular products at issue therein,  
21 and noting that nothing in that Consent Judgment shall be construed as an admission of any  
22 fact or law, being the product of negotiation and compromise.

23 WHEREAS, Settling Defendants contend that it is unfairly prejudicial to subject  
24 different businesses within the same competitive marketplace to different lead warning  
25 thresholds pursuant to Proposition 65.

26 WHEREAS, ELF contends that marketplace uniformity does not exempt Settling  
27 Defendants from compliance with Proposition 65 warning standards.  
28

1  
2 WHEREAS, all Parties desire to achieve the lowest level of lead in these Protein  
3 Supplement Products that is reasonably feasible.

4 NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

5 1.1 In its Complaint, ELF alleges that Defendants manufactured, packaged,  
6 distributed, marketed and/or sold protein supplement products for human consumption  
7 containing lead in an amount that resulted in an exposure to consumers in violation of the  
8 provisions of Health & Safety Code §§ 25249.5 et seq. (“Proposition 65”) by knowingly and  
9 intentionally exposing persons to a chemical known to the State of California to cause  
10 reproductive toxicity and cancer, namely lead, without first providing a clear and reasonable  
11 warning to such individuals. The protein supplement products that ELF alleges contain lead,  
12 and which are covered by this Consent Judgment, include those described in the Attachment A  
13 for each Settling Defendant (the “Protein Supplement Products”). Upon entry of the  
14 Consent Judgment, the Complaint shall be deemed amended such that the term  
15 “PROTEIN SUPPLEMENTS” in the Complaint includes, as to each Settling Defendant,  
16 the Protein Supplement Products identified in Attachment A corresponding to each such  
17 Settling Defendant.

18 1.2 For purposes of this Consent Judgment only, ELF and Settling Defendants  
19 (hereafter referred to as the “Parties”), stipulate that this Court has jurisdiction over  
20 allegations of violations contained in the Complaint and personal jurisdiction over the Settling  
21 Defendants as to the acts alleged in the Complaint, that venue is proper in the County of San  
22 Francisco, and that this Court has jurisdiction to enter this Consent Judgment as a resolution of  
23 all claims which could have been raised in the Complaint based on the facts alleged therein.  
24 For the sake of clarity, the term “Settling Defendants” shall mean and include those entities set  
25 forth in Exhibit A attached hereto for each Settling Defendant.

26 1.3 Each Settling Defendant denies the allegations set forth in the  
27 Complaint.  
28

1  
2           **1.4** For the purpose of avoiding prolonged and costly litigation, the Parties  
3 enter into this Consent Judgment as a full settlement of all claims that were raised in  
4 the Complaint based on the facts alleged therein, or which could have been raised in  
5 the Complaint arising out of the facts alleged therein. By execution of this Consent  
6 Judgment, no Settling Defendant admits any violation of Proposition 65 or any other  
7 law and specifically denies that it has committed any such violations and maintains  
8 that all Protein Supplement Products that it has sold and distributed in California have  
9 been and are in compliance with all laws. Nothing in this Consent Judgment shall be  
10 construed as an admission by any Settling Defendant of any fact, finding, conclusion,  
11 issue of law, or violation of law. However, this paragraph shall not diminish or affect  
12 the responsibilities and duties of the Parties under this Consent Judgment.

13 **II.    MONITORING**

14           **2.1** No later than one hundred and eighty (180) days after entry of this  
15 Consent Judgment, each Settling Defendant will test or arrange for the testing for lead  
16 of each of its Protein Supplement Products that it intends to distribute or sell in  
17 California. In establishing an initial data set for purposes of this Consent Judgment, a  
18 Settling Defendant may rely on testing conducted prior to entry of this Consent  
19 Judgment if such testing documents lead levels in Protein Supplement Products either  
20 already in the stream of commerce, in process, or which are ready for distribution or  
21 sale. A Settling Defendant may use a testing laboratory with Environmental  
22 Laboratory Certification from the State of California, Department of Health Services,  
23 Environmental Laboratory Accreditation Program, an equivalent certification  
24 acceptable to ELF, or an in-house laboratory or other facility experienced in testing for  
25 lead levels in foods. The lead concentrations must be measured using inductively  
26 coupled plasma mass spectrometry (“ICP-MS”) under the protocol set forth in EPA  
27 Method 6020, 6020a, or an equivalent method acceptable to ELF that incorporates an  
28 appropriate acid or microwave digestion method as selected by the analytical

1  
2 laboratory. The laboratory must digest 0.5 to 2 grams of each sample obtaining a final  
3 volume of digestate of fifty (50) milliliters, analyze each sample undiluted by ICP-  
4 MS, and use an instrument quantitation limit corresponding to less than three (3)  
5 micrograms lead (Pb) in the finished product.

6           **2.2** To fulfill its monitoring obligation under Section 3.1 and using a testing  
7 method described therein, each Defendant may test or cause to be tested three (3)  
8 samples of the final product which comprises each Protein Supplement Product, with  
9 samples randomly selected from three (3) different lots (or from the maximum  
10 number of lots that are available for testing if there are fewer than three (3) lots  
11 available). The testing required under this Section 2.2 will be repeated annually for  
12 two years following the compilation of the initial data set described in Section 2.1. All  
13 laboratory test data and certifications (if applicable) must be retained by Settling  
14 Defendants for a period of three years from the date of testing. However, Settling  
15 Defendants are not required to test any Protein Supplement Products if they are  
16 providing a warning for those products that complies with Section 3.2.

17           **2.3** If there is an allegation that a Protein Supplement Product is in violation  
18 of Section 3.4, ELF may make a written request to the Settling Defendant responsible  
19 for producing that Protein Supplement Product, delivered to the address of the Settling  
20 Defendant as set forth on Attachment B, for data generated in compliance with  
21 Sections 2.1 and 2.2. In response to such a request, Settling Defendant will provide to  
22 ELF the date the analysis was performed, the name of the laboratory conducting the  
23 test, the test method used by the laboratory, the detection limit used by the laboratory,  
24 the lot numbers of the samples tested, and the analytical results within thirty (30) days  
25 of ELF's written request. ELF shall keep all such information and data confidential,  
26 including from other Defendants.  
27  
28

1  
2 **III. CLEAR AND REASONABLE WARNINGS**

3           **3.1** Pursuant to this Consent Judgment, warnings are required under  
4 Proposition 65 only with respect to Protein Supplement Products a Settling Defendant  
5 sells to California consumers that expose users to more than three (3.0) micrograms of  
6 lead in a Daily Serving, unless the Protein Supplement Product is a Gainer Product or  
7 a Chocolate Product, as those terms are defined in this paragraph and identified on  
8 Attachment A for each Settling Defendant. Warnings are required for Gainer  
9 Products and Chocolate Products a Settling Defendant sells to California consumers  
10 that expose users to more than four (4.0) micrograms of lead in a Daily Serving.

11 “Gainer Products” are Protein Supplement Products that are marketed primarily as “weight  
12 gainers”, “mass gainers”, “extra calories” or any similar designation, to a sports  
13 nutrition/weight-lifting/bodybuilding-oriented consumer, or to consumers seeking additional  
14 calories to supplement their diets for purposes of gaining weight or for purposes of maximizing  
15 caloric intake per consumption episode. “Chocolate Products” are Protein Supplement  
16 Products that contain any variety or form of the ingredient generally referred to as  
17 “chocolate,” including without limitation, the ingredients chocolate, chocolate liquor, cocoa,  
18 cocoa mass, cocoa butter, cocoa powder, cacao, fudge, or any variation of, or substitute for,  
19 any of those ingredients.

20           **3.2** A “Daily Serving” for purposes of determining Proposition 65  
21 compliance for chemicals present in the Protein Supplement Products shall be defined  
22 as one of the following, as applicable: (a) if the Protein Supplement Product label  
23 recommends a single serving, then the single recommended serving size; (b) if the  
24 Protein Supplement Product label includes no recommended number of servings, then  
25 the serving size set forth on the “Nutritional Facts” or “Supplement Facts” portion of  
26 the label; or (c) if the Protein Supplement Product label recommends more than one  
27 serving in one day, then the amount which is two-thirds (2/3) of the maximum number  
28 of servings recommended on the label.

1  
2           **3.3**    When calculating whether a Protein Supplement Product exceeds the  
3 warning threshold: (1) Settling Defendant must compare the warning threshold value  
4 to the arithmetic mean of at least three (3) samples tested in accordance with Section  
5 2.1. However, a Settling Defendant may, at its option, calculate the arithmetic mean  
6 using up to ten (10) samples; and (2) Settling Defendant must base its calculation on  
7 the Daily Serving amount as defined in section 3.2.

8           **3.4    Warning Standard.** No later than one year after entry of this Consent  
9 Judgment, each Settling Defendant shall not manufacture for sale in the State of  
10 California, distribute into the State of California, or sell in the State of California any  
11 Protein Supplement Product the ingestion of which results in an exposure greater than  
12 the applicable warning threshold set forth in Section 3.1, as calculated in accordance  
13 with Section 3.3, unless a warning is placed on the packaging, labeling or directly to  
14 or on the Protein Supplement Product that states:

15                   “[CALIFORNIA PROPOSITION 65] WARNING:  
16                   This product contains lead, a chemical known [to the State of California] to cause  
17                   [cancer,] birth defects[,] or other reproductive harm.”

18           (hereinafter “Product Warning”). The text contained in the brackets is optional per each  
19 Settling Defendant’s sole discretion. Product Warnings shall be placed with such  
20 conspicuousness as compared with other words, statements, designs and/or devices on the  
21 labeling or packaging as to render it likely to be read and understood by an ordinary  
22 individual under customary conditions of use or purchase. If the Product Warning is  
23 displayed on the product container or labeling, the warning shall be at least the same size as  
24 the largest of any other health or safety warnings on the container or labeling, and the  
25 word “warning” shall be in all capital letters and in bold print. If printed on the labeling  
26 itself, the Product Warning shall be contained in the same section of the labeling that states  
27 other safety warnings concerning the use of the Protein Supplement Product.  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**3.4.1. Mail Order Sales**

For any mail order sales by a Settling Defendant to a consumer in California, the warning language required under this Consent Judgment shall also be included in the mail order catalogue, either on the same page as any order form, or on the same page upon which the Protein Supplement Product's price is listed, in the same type size as the surrounding, non-heading text. If necessary, the Product Warning shall be added in the first print run of the mail order catalogue which occurs following one year after entry of this Consent Judgment.

**3.4.2. Internet Sales**

For internet sales by a Settling Defendant to a California consumer of Protein Supplement Products subject to the warning requirements of Section 3.3, the warning language required under this Consent Judgment shall be displayed in the same type size as the surrounding, non-heading text, either: (a) on the same page upon which the Protein Supplement Product is displayed or referenced; (b) on the same page as the order form for the Protein Supplement Product; (c) on the same page as the price for the Protein Supplement Product is displayed; or (d) in a dialogue box which appears when a California address for delivery is provided by the consumer, so long as the dialogue box appears prior to the completion of the internet sale and requires the consumer to affirmatively accept receipt of the warning set forth in the dialogue box (which shall be displayed in the same type size as the surrounding, non-heading text on the screen at the time of the appearance of the dialogue box), as a condition precedent to completing the sale. If necessary, the Product Warning shall be added following one year after entry of this Consent Judgment.

**3.5** Except as provided in Section 3.10, any changes to the language or format of the warnings required under Section 3.3 shall be made only after Court approval or obtaining ELF's and the California Attorney General's approval. If any Settling Defendant requests a change in language or format of the warnings and (a) the Attorney General or ELF objects, or (b) neither the Attorney General nor ELF responds to that request for at least ninety (90) days, then that Settling Defendant may move the Court via a noticed

1  
2 motion to modify this Consent Judgment. If the Attorney General approves the requested  
3 change and ELF does not respond to the requested change for at least ninety (90) days, the  
4 requested change shall be deemed to have been approved by both the Attorney General and  
5 ELF.

6           **3.6** A Defendant may sell or distribute in California or ship to California a Protein  
7 Supplement Product without any of the warnings required under Section 3.3 following one  
8 year after entry of this Consent Judgment only if that Settling Defendant has conducted  
9 testing in accordance with the requirements referenced in Section 3.1 demonstrating that the  
10 Protein Supplement Product does not expose users to more lead in a Daily Serving than  
11 allowed under Section 3.4 without a warning, as determined using the calculation set  
12 forth in Section 3.3.

13           **3.7** So long as a Settling Defendant complies and remains in compliance with the  
14 requirements of Section 3.1 through 3.5, the Parties agree that all Protein Supplement Products  
15 shall be deemed to comply with Proposition 65 with respect to lead beginning immediately  
16 upon entry of the Consent Judgment, and that compliance with this Consent Judgment  
17 shall fully and completely satisfy such Settling Defendant's obligations under  
18 Proposition 65 to provide warnings for all Protein Supplement Products with respect to the  
19 presence of lead, regardless of when manufactured, distributed or sold.

20           **3.8** At least sixty (60) days before any discontinuance of any warnings that any  
21 Settling Defendant has issued pursuant to this Consent Judgment, the Settling Defendant  
22 shall conduct the testing required to demonstrate that the Protein Supplement Products  
23 conform to Sections 3.1, using the analytical methods set forth in Section 2.1. If there is an  
24 allegation that a Protein Supplement Product for which there has been a discontinued  
25 warning is in violation of Section 3.4, then ELF may, as provided for in Section 2.3, request  
26 all related data generated in compliance with this Section. ELF shall keep confidential,  
27 including from other Settling Defendants, all such information and data received from a  
28

1  
2 Settling Defendant. This Section 3.8 shall not apply to a Protein Supplement Product which  
3 is discontinued.

4           **3.9**     Should ELF or the Attorney General reach a settlement or be subject to a  
5 binding disposition (judicial, contractual or otherwise) with or concerning any other  
6 defendant, person or entity in any threatened, pending or future lawsuit involving claims of  
7 Proposition 65 violations and protein supplement products, or with terms that set forth less  
8 stringent lead standards than those herein defining when Proposition 65 warnings will not  
9 be required (“Alternative Standards”), then ELF shall provide each Settling Defendant with  
10 a copy of the settlement or binding disposition (only in the case of a settlement or binding  
11 disposition entered into by, or binding upon, ELF), and the Parties shall stipulate that this  
12 Consent Judgment shall be modified so that the Alternative Standards apply to any protein  
13 supplement products that Settling Defendants manufacture for sale in California, distribute  
14 into California, or sell to California consumers, with respect to any Settling Defendant that  
15 so notifies ELF.

16           **3.10**   Should ELF or the Attorney General reach a settlement or be subject to a  
17 binding disposition (judicial, contractual or otherwise) with or concerning any other  
18 defendant, person or entity in any threatened, pending or future lawsuits involving claims of  
19 Proposition 65 violations and protein supplement products that permit warnings that are  
20 different in content, method or appearance than is specified in Section 3.4 of this Consent  
21 Judgment, then ELF shall provide each Settling Defendant with a copy of the settlement, or  
22 binding disposition (only in the case of a settlement or binding disposition entered into by, or  
23 binding upon, ELF), and each Settling Defendant shall, at its discretion, have the option to  
24 warn in the manner prescribed by Section 3.4 of this Consent Judgment, or in the manner  
25 specified in such settlement or binding disposition, as to any protein supplement products  
26 that each Settling Defendant sells, or distributes for sale, in California, if that Settling  
27 Defendant so notifies ELF. In that event, and if any Settling Defendant so notifies ELF, the  
28

1  
2 Parties shall stipulate that this Settlement will be modified to allow such Settling Defendant  
3 to warn in the manner prescribed in such settlement or binding disposition.

4 **IV. MONETARY RELIEF**

5 **4.1** Within fifteen (15) days after entry of this Consent Judgment, Settling  
6 Defendants shall pay ELF a total of \$755,000, with \$675,000 to be applied towards  
7 ELF's costs and attorney's fees and \$80,000 as penalties (collectively, "Settlement  
8 Proceeds"). The respective shares for each defendant are as follows: each Settling  
9 Defendant shall pay an equal share of \$57,272 except Vital Pharmaceuticals, Inc. and  
10 Chemisource, Inc. who shall pay \$62,500 each. Each defendant shall pay its share of  
11 the Settlement Proceeds with a check made payable to Baron & Budd, P.C. and delivered  
12 to Laura Baughman at Baron & Budd, P.C., 3102 Oak Lawn Ave., Suite 1100, Dallas, Texas  
13 75219. ELF shall bear all responsibility for apportioning and paying to the State of California  
14 any portion of the Settlement Proceeds as required by California Health & Safety Code §  
15 25249.12(d), and no Settling Defendant shall have any liability if payments to the State of  
16 California are not made by ELF. In the event of a partial or complete default of payment by  
17 any Settling Defendant, each Settling Defendant shall have liability only for its payment share  
18 as set forth above. The failure of any Settling Defendant to tender payment shall not be  
19 deemed a breach of this agreement by all Settling Defendants or by any Settling Defendant  
20 other than the Settling Defendant failing to tender payment.

21 **4.2** The payment made pursuant to Section 4.1 shall be the only monetary  
22 obligation of the Settling Defendants with respect to this Consent Judgment, including as to  
23 any fees, costs, or expenses ELF has incurred in relation to this action.

24 **V. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(F)**

25 ELF agrees to comply with the reporting requirements referenced in California Health  
26 & Safety Code § 25249.7(f). Pursuant to the regulations promulgated under that section, ELF  
27 shall present this Consent Judgment to the California Attorney General's Office within  
28 two (2) days after receipt of all necessary signatures. The Parties acknowledge that, pursuant  
to Health & Safety Code § 25249.7, a noticed motion must be filed to obtain judicial

1  
2 approval of the Consent Judgment. Accordingly, a motion for approval of the Consent  
3 Judgment shall be prepared and filed by ELF within a reasonable period of time after the date  
4 this Consent Judgment is signed by all Parties. ELF agrees to serve a copy of the noticed  
5 motion to approve and enter the Consent Judgment on the Attorney General's Office at  
6 least forty-five (45) days prior to the date set for hearing of the motion in the Superior Court  
7 of the City and County of San Francisco.

8 **VI. MODIFICATION OF SETTLEMENT**

9 This Consent Judgment may be modified by: (1) written agreement among the Parties  
10 and upon entry of a modified Consent Judgment by the Court thereon, or (2) motion of ELF  
11 or any of the Settling Defendants as provided by law and upon entry of a modified Consent  
12 Judgment by the Court thereon. All Parties and the California Attorney General's Office  
13 shall be served with notice of any proposed modification to this Consent Judgment at least  
14 fifteen (15) days in advance of its consideration by the Court.

15 **VII. APPLICATION OF CONSENT JUDGMENT**

16 7.1 Each signatory to this Consent Judgment certifies that he or she is fully  
17 authorized by the Party that he or she represents to enter into and execute the Consent  
18 Judgment on behalf of the Party represented and legally bind that Party.

19 7.2 This Consent Judgment shall apply to and be binding upon ELF and each of the  
20 Settling Defendants, their officers, directors, and shareholders and the predecessors,  
21 successors or assigns of each of them.

22 **VIII. CLAIMS COVERED**

23 8.1 This Consent Judgment is a final and binding resolution between ELF, on its  
24 behalf and in the public interest, and each Settling Defendant of any violation of Proposition  
25 65 up through the date of entry of this order by the Court that could have been asserted against  
26 any Settling Defendant for failure to provide clear, reasonable and lawful warnings of  
27 exposures to lead that result from ingestion of Protein Supplement Products. No claim is  
28 reserved as between ELF on its own behalf and Settling Defendants, and ELF on its behalf and

1  
2 Settling Defendants expressly waive any and all rights which they may have under the  
3 provisions of Section 1542 of the Civil Code of the State of California, which provides:

4 A general release does not extend to claims which the creditor does not know or suspect to  
5 exist in his favor at the time of executing the release, which if known by him must have  
6 materially affected his settlement with the debtor.

7 **8.2 ELF Release of Settling Defendants.** In further consideration of the  
8 promises and agreements herein contained, and for the payment to be made pursuant to Section  
9 4.1, ELF, on behalf of itself and in the public interest, its past and current agents,  
10 representatives, attorneys, successors and/or assignees, hereby waives all rights to institute or  
11 participate in, directly or indirectly, any form of legal action addressing all claims occurring on  
12 or before the entry of this Consent Judgment, and releases all claims occurring on or before the  
13 entry of this Consent Judgment, including, without limitation, all actions, causes of action, in  
14 law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses  
15 or expenses, including, but not limited to, investigation fees, expert fees and attorneys'  
16 fees of any nature whatsoever, whether known or unknown, fixed or contingent against each  
17 of the Settling Defendants and their past, present and future owners, direct and indirect parent  
18 companies, corporate affiliates, subsidiaries, upstream and downstream suppliers, distributors,  
19 manufacturers or customers, direct and indirect retailers, clients, and each of their respective  
20 officers, directors, attorneys, representatives, shareholders, agents, insurers, employees  
21 successors and assigns arising under Proposition 65 related to the alleged failure to  
22 warn about exposures to or identification of lead contained in the Protein Supplement Products  
23 manufactured, packaged, distributed, marketed, or sold by Settling Defendants.

24 ELF, on behalf of itself, its past and current agents, representatives, attorneys, successors  
25 and/or assignees, and in the public interest, and the Settling Defendants further agree and  
26 acknowledge that this Consent Judgment is a full, final, and binding resolution of any  
27 violations occurring on or before the entry of this Consent Judgment by each of the Settling  
28 Defendants and their past, present and future owners, direct and indirect parent companies,  
corporate affiliates, subsidiaries, upstream and downstream suppliers, distributors,

1  
2 manufacturers or customers, direct and indirect retailers, clients, and each of their respective  
3 officers, directors, attorneys, representatives, shareholders, agents, insurers, employees,  
4 successors and assigns arising under Proposition 65 related to the alleged failure to  
5 warn about exposures to or identification of lead contained in the Protein Supplement Products  
6 as described in the Attachment A hereto for each Settling Defendant.

7 In addition, ELF, on behalf of itself, its attorneys and its agents, waives all rights to  
8 institute or participate in, directly or indirectly, any form of legal action addressing all claims  
9 occurring on or before the entry of this Consent Judgment, and releases all claims occurring on  
10 or before the entry of this Consent Judgment against the Settling Defendants arising under  
11 Proposition 65 related to each of the Settling Defendants' alleged failure to warn about  
12 exposures to or identification of lead contained in the Protein Supplement Products and for all  
13 actions or statements regarding the alleged failures to warn about exposures to or identification  
14 of lead contained in the Protein Supplement Products made by each of the Settling  
15 Defendants or its attorneys or representatives in the course of responding to those  
16 alleged violations of Proposition 65 as alleged in the Complaint.

17 **8.3 Release of ELF.** Each Settling Defendant waives all rights to institute  
18 any form of legal action against ELF or its officers, employees, agents, attorneys or  
19 representatives, for all actions taken or statements made or undertaken by ELF and its  
20 officers, employees, agents, attorneys or representatives, in the course of seeking  
21 enforcement of Proposition 65 in this action.

22 **IX. RETENTION OF JURISDICTION**

23 This Court shall retain jurisdiction of this matter to implement this Consent  
24 Judgment.

25 **X. COURT APPROVAL**

26 If this Consent Judgment is not approved by this Court, it shall be of no force or  
27 effect and cannot be used in any proceeding for any purpose.  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**XI. ENFORCEMENT**

In the event that a dispute arises with respect to any provisions of this Consent Judgment, the Parties shall meet and confer within thirty (30) days of receiving written notice of the alleged violation from another party. In the event that the Parties are unable to resolve their dispute through the meet and confer process, this Consent Judgment may be enforced using any available provision of law. This Consent Judgment shall be enforceable by the Parties hereto and by the Attorney General of the State of California.

**XII. GOVERNING LAW**

The terms of this Consent Judgment shall be governed by the laws of the State of California. In the event that Proposition 65 is repealed or is otherwise rendered inapplicable by reason of law generally, or as to the Protein Supplement Products specifically, then the Settling Defendants shall have no further obligations pursuant to this Consent Judgment with respect to those Protein Supplement Products that are so affected.

**XIII. EXCHANGE IN COUNTERPARTS**

Stipulations to this Consent Judgment may be executed in counterparts and by facsimile, each of which shall be deemed an original, and all of which, when taken together, shall be deemed to constitute one document.

**XIV. NOTICES**

All correspondence and notices required to be provided pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (a) first-class, registered, certified return receipt requested, or (b) by overnight courier on ELF or a Settling Defendant by the others at the addresses set forth below. Either ELF or a Settling Defendant may specify in writing to the other Parties a change of address to which all notices and other communications shall be sent.

Whenever notice or a document is required to be sent to ELF, it shall be sent to:

Laura J. Baughman  
Baron & Budd, P.C.

3102 Oak Lawn Avenue, Suite 1100  
Dallas, TX 75219.

Whenever notice or a document is required to be sent to a Settling Defendant, it shall be sent to the addresses specified on Attachment B.

**XV. SEVERABILITY**

If, subsequent to court approval of this Consent Judgment, any of the provisions of this Consent Judgment are held by a court to be unenforceable, the validity of the enforceable provisions remaining shall not be adversely affected.

**XVI. ENTIRE AGREEMENT**

This Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, and understandings related hereto. No representations, oral or otherwise, express or implied, other than those contained herein have been made by any Party hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties.

**APPROVED AS TO SUBSTANCE:**

Dated: \_\_\_\_\_

Defendant \_\_\_\_\_

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

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

Dated: 1/25/13

Environmental Law Foundation

By: James Whelan

Its: President

**APPROVED AS TO FORM:**

Dated: \_\_\_\_\_

BARON & BUDD, P.C.  
LAW OFFICE OF APRIL STRAUSS

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

Laura Baughman  
Baron & Budd, P.C.  
Attorneys for Plaintiff

3102 Oak Lawn Avenue, Suite 1100  
Dallas, TX 75219.

Whenever notice or a document is required to be sent to a Settling Defendant, it shall be sent to the addresses specified on Attachment B.

**XV. SEVERABILITY**

If, subsequent to court approval of this Consent Judgment, any of the provisions of this Consent Judgment are held by a court to be unenforceable, the validity of the enforceable provisions remaining shall not be adversely affected.

**XVI. ENTIRE AGREEMENT**

This Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, and understandings related hereto. No representations, oral or otherwise, express or implied, other than those contained herein have been made by any Party hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties.

**APPROVED AS TO SUBSTANCE:**

Dated: \_\_\_\_\_

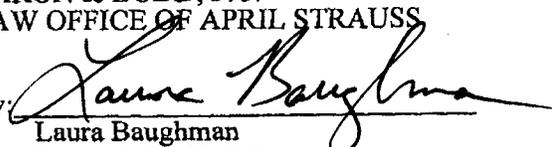
Defendant \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: 1/25/13

  
Environmental Law Foundation  
By: Janet Whorton  
Its: President

**APPROVED AS TO FORM:**

Dated: 1/28/13

BARON & BUDD, P.C.  
LAW OFFICE OF APRIL STRAUSS  
By:   
Laura Baughman  
Baron & Budd, P.C.  
Attorneys for Plaintiff

3102 Oak Lawn Avenue, Suite 1100  
Dallas, TX 75219.

Whenever notice or a document is required to be sent to a Settling Defendant, it shall be sent to the addresses specified on Attachment B.

**XV. SEVERABILITY**

If, subsequent to court approval of this Consent Judgment, any of the provisions of this Consent Judgment are held by a court to be unenforceable, the validity of the enforceable provisions remaining shall not be adversely affected.

**XVI. ENTIRE AGREEMENT**

This Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, and understandings related hereto. No representations, oral or otherwise, express or implied, other than those contained herein have been made by any Party hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties.

**APPROVED AS TO SUBSTANCE:**

Dated: 1/25/2013

Defendant  
By: [Signature]  
Its: Division Vice President + General Manager

Dated: \_\_\_\_\_

Environmental Law Foundation  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

Dated: \_\_\_\_\_

BARON & BUDD, P.C.  
LAW OFFICE OF APRIL STRAUSS

By: \_\_\_\_\_  
Laura Baughman  
Baron & Budd, P.C.  
Attorneys for Plaintiff

3102 Oak Lawn Avenue, Suite 1100  
Dallas, TX 75219.

Whenever notice or a document is required to be sent to a Settling Defendant, it shall be sent to the addresses specified on Attachment B.

**XV. SEVERABILITY**

If, subsequent to court approval of this Consent Judgment, any of the provisions of this Consent Judgment are held by a court to be unenforceable, the validity of the enforceable provisions remaining shall not be adversely affected.

**XVI. ENTIRE AGREEMENT**

This Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, and understandings related hereto. No representations, oral or otherwise, express or implied, other than those contained herein have been made by any Party hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties.

**APPROVED AS TO SUBSTANCE:**

Dated: January 28, 2013

Kenneth Strick  
Defendant Bio-Engineered supplements & Nutrition, Inc.  
By: Kenneth STRICK  
Its: General Counsel

Dated: \_\_\_\_\_

\_\_\_\_\_  
Environmental Law Foundation  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

Dated: \_\_\_\_\_

BARON & BUDD, P.C.  
LAW OFFICE OF APRIL STRAUSS

By: \_\_\_\_\_  
Laura Baughman  
Baron & Budd, P.C.  
Attorneys for Plaintiff

3102 Oak Lawn Avenue, Suite 1100  
Dallas, TX 75219.

Whenever notice or a document is required to be sent to a Settling Defendant, it shall be sent to the addresses specified on Attachment B.

**XV. SEVERABILITY**

If, subsequent to court approval of this Consent Judgment, any of the provisions of this Consent Judgment are held by a court to be unenforceable, the validity of the enforceable provisions remaining shall not be adversely affected.

**XVI. ENTIRE AGREEMENT**

This Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, and understandings related hereto. No representations, oral or otherwise, express or implied, other than those contained herein have been made by any Party hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties.

**APPROVED AS TO SUBSTANCE:**

Dated: 1/25/13

COUNTRY LIFE LLC  
Defendant  
By: B. H. Dick  
Its: CHIEF OPERATING OFFICER

Dated: \_\_\_\_\_

\_\_\_\_\_  
Environmental Law Foundation  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

Dated: \_\_\_\_\_

BARON & BUDD, P.C.  
LAW OFFICE OF APRIL STRAUSS

By: \_\_\_\_\_  
Laura Baughman  
Baron & Budd, P.C.  
Attorneys for Plaintiff

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

3102 Oak Lawn Avenue, Suite 1100  
Dallas, TX 75219.

Whenever notice or a document is required to be sent to a Settling Defendant, it shall be sent to the addresses specified on Attachment B.

**XV. SEVERABILITY**

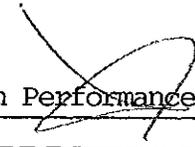
If, subsequent to court approval of this Consent Judgment, any of the provisions of this Consent Judgment are held by a court to be unenforceable, the validity of the enforceable provisions remaining shall not be adversely affected.

**XVI. ENTIRE AGREEMENT**

This Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, and understandings related hereto. No representations, oral or otherwise, express or implied, other than those contained herein have been made by any Party hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties.

**APPROVED AS TO SUBSTANCE:**

Dated: 1/25/13

  
Champion Performance Products, Inc.  
Defendant  
By: Jose Minski  
Its: President & CEO

Dated: \_\_\_\_\_

\_\_\_\_\_  
Environmental Law Foundation  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

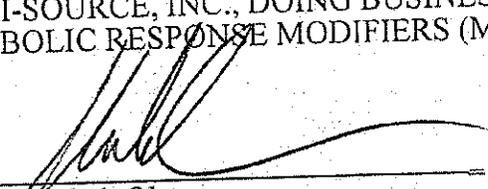
Dated: \_\_\_\_\_

BARON & BUDD, P.C.  
LAW OFFICE OF APRIL STRAUSS

By: \_\_\_\_\_  
Laura Baughman  
Baron & Budd, P.C.  
Attorneys for Plaintiff

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
Dated: January 24, 2013

CHEMI-SOURCE, INC., DOING BUSINESS AS  
METABOLIC RESPONSE MODIFIERS (MRM)

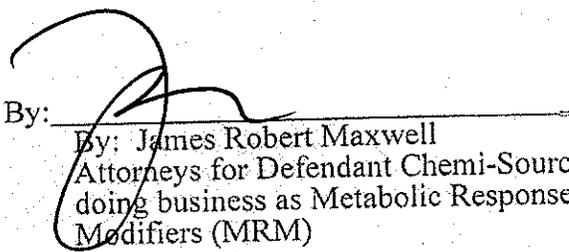
By: 

By: Mark Olson  
Its: Chief Executive Officer

APPROVED AS TO FORM:

Dated: January 24, 2013

ROGERS JOSEPH O'DONNELL

By: 

By: James Robert Maxwell  
Attorneys for Defendant Chemi-Source, Inc.,  
doing business as Metabolic Response  
Modifiers (MRM)

3102 Oak Lawn Avenue, Suite 1100  
Dallas, TX 75219.

Whenever notice or a document is required to be sent to a Settling Defendant, it shall be sent to the addresses specified on Attachment B.

**XV. SEVERABILITY**

If, subsequent to court approval of this Consent Judgment, any of the provisions of this Consent Judgment are held by a court to be unenforceable, the validity of the enforceable provisions remaining shall not be adversely affected.

**XVI. ENTIRE AGREEMENT**

This Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, and understandings related hereto. No representations, oral or otherwise, express or implied, other than those contained herein have been made by any Party hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties.

**APPROVED AS TO SUBSTANCE:**

Dated: 1/25/13

  
Defendant Dymatize Enterprises, LLC.  
By: Michael Casid  
Its: CEO

Dated: \_\_\_\_\_

\_\_\_\_\_  
Environmental Law Foundation  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

Dated: \_\_\_\_\_

BARON & BUDD, P.C.  
LAW OFFICE OF APRIL STRAUSS

By: \_\_\_\_\_  
Laura Baughman  
Baron & Budd, P.C.  
Attorneys for Plaintiff

3102 Oak Lawn Avenue, Suite 1100  
Dallas, TX 75219.

Whenever notice or a document is required to be sent to a Settling Defendant, it shall be sent to the addresses specified on Attachment B.

**XV. SEVERABILITY**

If, subsequent to court approval of this Consent Judgment, any of the provisions of this Consent Judgment are held by a court to be unenforceable, the validity of the enforceable provisions remaining shall not be adversely affected.

**XVI. ENTIRE AGREEMENT**

This Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, and understandings related hereto. No representations, oral or otherwise, express or implied, other than those contained herein have been made by any Party hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties.

**APPROVED AS TO SUBSTANCE:**

Dated: 1/25/13

  
Defendant: Healthwatchers (DE), Inc. and  
NBTY, Inc.

By: Christopher Brennan  
Its: Senior Vice President and General Counsel

Dated: \_\_\_\_\_

\_\_\_\_\_  
Environmental Law Foundation  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

Dated: \_\_\_\_\_

BARON & BUDD, P.C.  
LAW OFFICE OF APRIL STRAUSS

By: \_\_\_\_\_  
Laura Baughman  
Baron & Budd, P.C.  
Attorneys for Plaintiff

3102 Oak Lawn Avenue, Suite 1100  
Dallas, TX 75219.

Whenever notice or a document is required to be sent to a Settling Defendant, it shall be sent to the addresses specified on Attachment B.

**XV. SEVERABILITY**

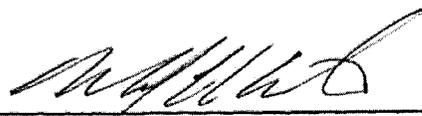
If, subsequent to court approval of this Consent Judgment, any of the provisions of this Consent Judgment are held by a court to be unenforceable, the validity of the enforceable provisions remaining shall not be adversely affected.

**XVI. ENTIRE AGREEMENT**

This Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, and understandings related hereto. No representations, oral or otherwise, express or implied, other than those contained herein have been made by any Party hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties.

**APPROVED AS TO SUBSTANCE:**

Dated: January 24, 2013

  
Defendant Idea Sphere Inc., operating as ISI Brands Inc.  
By: Richard H. Newirth  
Its: Chief Legal Officer

Dated: \_\_\_\_\_

\_\_\_\_\_  
Environmental Law Foundation  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

Dated: \_\_\_\_\_

BARON & BUDD, P.C.  
LAW OFFICE OF APRIL STRAUSS

By: \_\_\_\_\_  
Laura Baughman  
Baron & Budd, P.C.  
Attorneys for Plaintiff

3102 Oak Lawn Avenue, Suite 1100  
Dallas, TX 75219.

Whenever notice or a document is required to be sent to a Settling Defendant, it shall be sent to the addresses specified on Attachment B.

**XV. SEVERABILITY**

If, subsequent to court approval of this Consent Judgment, any of the provisions of this Consent Judgment are held by a court to be unenforceable, the validity of the enforceable provisions remaining shall not be adversely affected.

**XVI. ENTIRE AGREEMENT**

This Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, and understandings related hereto. No representations, oral or otherwise, express or implied, other than those contained herein have been made by any Party hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties.

**APPROVED AS TO SUBSTANCE:**

Dated: 1/25/13

  
Defendant The Isopure Company LLC  
By: Hal Katz  
Its: President/CEO

Dated: \_\_\_\_\_

\_\_\_\_\_  
Environmental Law Foundation  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

Dated: \_\_\_\_\_

BARON & BUDD, P.C.  
LAW OFFICE OF APRIL STRAUSS

By: \_\_\_\_\_  
Laura Baughman  
Baron & Budd, P.C.  
Attorneys for Plaintiff

3102 Oak Lawn Avenue, Suite 1100  
Dallas, TX 75219.

Whenever notice or a document is required to be sent to a Settling Defendant, it shall be sent to the addresses specified on Attachment B.

**XV. SEVERABILITY**

If, subsequent to court approval of this Consent Judgment, any of the provisions of this Consent Judgment are held by a court to be unenforceable, the validity of the enforceable provisions remaining shall not be adversely affected.

**XVI. ENTIRE AGREEMENT**

This Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, and understandings related hereto. No representations, oral or otherwise, express or implied, other than those contained herein have been made by any Party hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties.

**APPROVED AS TO SUBSTANCE:**

Dated: 1/25/2013

[Signature]  
Defendant ISS Research, LLC  
By: FOR N. A. Fee Jr.  
Its: President

Dated: \_\_\_\_\_

\_\_\_\_\_  
Environmental Law Foundation  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

Dated: \_\_\_\_\_

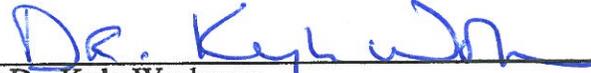
BARON & BUDD, P.C.  
LAW OFFICE OF APRIL STRAUSS  
  
By: \_\_\_\_\_  
Laura Baughman  
Baron & Budd, P.C.  
Attorneys for Plaintiff

LN

**APPROVED AS TO SUBSTANCE:**

Dated: January 24, 2013

LABRADA BODYBUILDING NUTRITION, INC.



By: Dr. Kyle Workman  
Its: Chief Operation Officer

**APPROVED AS TO FORM:**

Dated: January 24, 2013

LAW OFFICE OF KENNETH E. CHYTEN



By: Kenneth E. Chyten, Esq.  
Attorneys for Defendant Labrada Bodybuilding, Inc.

3102 Oak Lawn Avenue, Suite 1100  
Dallas, TX 75219.

Whenever notice or a document is required to be sent to a Settling Defendant, it shall be sent to the addresses specified on Attachment B.

**XV. SEVERABILITY**

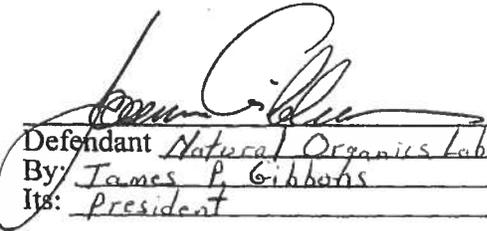
If, subsequent to court approval of this Consent Judgment, any of the provisions of this Consent Judgment are held by a court to be unenforceable, the validity of the enforceable provisions remaining shall not be adversely affected.

**XVI. ENTIRE AGREEMENT**

This Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, and understandings related hereto. No representations, oral or otherwise, express or implied, other than those contained herein have been made by any Party hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties.

**APPROVED AS TO SUBSTANCE:**

Dated: January 24, 2013

  
Defendant Natural Organics Laboratories, Inc  
By: James P. Gibbons  
Its: President

Dated: \_\_\_\_\_

\_\_\_\_\_  
Environmental Law Foundation  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

Dated: \_\_\_\_\_

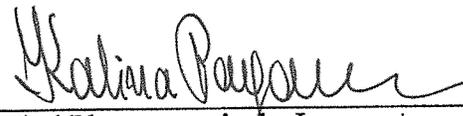
BARON & BUDD, P.C.  
LAW OFFICE OF APRIL STRAUSS

By: \_\_\_\_\_  
Laura Baughman  
Baron & Budd, P.C.  
Attorneys for Plaintiff

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

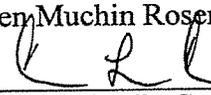
**APPROVED AS TO SUBSTANCE:**

Dated: 01/25/13

  
\_\_\_\_\_  
Vital Pharmaceuticals, Inc.  
Kalina Pagano, Esq. General Counsel

**APPROVED AS TO FORM:**

Dated: 1/24/13

Katten, Muchin Rosenman LLP  
By:   
\_\_\_\_\_  
Christina L. Costley  
Attorneys for Defendant Vital  
Pharmaceuticals, Inc.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: 1/25/13

FIRM: MUNGER, TOLZES & OLSON LLP

By: Patrick J. Cafferty, Jr.  
Name: PATRICK J. CAFFERTY, JR.  
Attorneys for Defendant:  
ABBOTT LABORATORIES

APPROVED AND ORDERED:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Honorable Curtis A.E. Karnow  
Judge of the Superior Court  
Department 304

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: January 25, 2013

FIRM: SIDLEY AUSTIN LLP

By: Judith Praitis (no)

Name: Judith Praitis  
Attorneys for Defendants:  
Biochem, a brand of Country Life, LLC;  
Healthwatchers (DE), Inc. and NBTY, Inc.;  
Ideasphere Inc., operating as ISI Brands Inc.;  
ISS Research LLC

APPROVED AND ORDERED:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Honorable Curtis A.E. Karnow  
Judge of the Superior Court  
Department 304

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: January 25, 2013

FIRM: Tatro Tekosky Sadwick LLP

By: *Steven R. Tekosky*

Name: Steven R. Tekosky

Attorneys for Defendants:

Bio-Engineered Supplements

Champion Performance Products, Inc.

APPROVED AND ORDERED:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Honorable Curtis A.E. Karnow  
Judge of the Superior Court  
Department 304

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: January 25, 2013

FIRM: MORRISON & FOERSTER LLP

By: 

Name: William F. Tarantino  
Attorneys for Defendant:  
Dymatize Enterprises, Inc. and  
The Isopure Company LLC

APPROVED AND ORDERED:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Honorable Curtis A.E. Karnow  
Judge of the Superior Court  
Department 304

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: 1/25/13

FIRM: Arnold & Porter LLP

By: *S. Esmaili*

Name: Sarah Esmaili

Attorneys for Defendant:

Natural Organics Laboratories, Inc.

APPROVED AND ORDERED:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Honorable Curtis A.E. Karnow  
Judge of the Superior Court  
Department 304

**ATTACHMENT A**

The “**Settling Defendant**” is Abbott Laboratories (“Abbott”):

1. The “**Protein Supplement Products**” covered by this Consent Judgment as to the Settling Defendant listed above are all sizes, flavors, packaging, forms and potencies of “ready to drink” nutritional drinks and “ready to mix” powders used to prepare nutritional drinks supplying at least 5 grams of protein according to the “Nutrition Facts” or “Supplement Facts” panel on the product label previously or currently manufactured by, sold by, or distributed directly or indirectly in or into California by, or on behalf of, the Settling Defendant including nutritional drinks products otherwise meeting the definition in this paragraph 1 which are first introduced into California subsequent to the effective date of this Consent Judgment and manufactured by, sold by, or distributed directly or indirectly in or into California by, or on behalf of, any Settling Defendant under the EAS brand. The Protein Supplement Products of the Settling Defendant that are covered by this Consent Judgment include, but are not limited to, the following:

**LIQUIDS**

**Non-Chocolate**

- Myoplex Lite RTD (Vanilla, Strawberry, and Cookies & Cream)
- Myoplex Strength RTD (Vanilla)
- Myoplex Original RTD (Vanilla, Strawberry, and Cookies & Cream)
- AdvantEdge CC RTD (Vanilla, Strawberry, and Café Caramel)

**Chocolate**

- Myoplex Original RTD (Chocolate, Rich Dark Chocolate)
- Myoplex Strength RTD (Chocolate)
- Myoplex Lite RTD (Chocolate)
- AdvantEdge CC RTD (Rich Dark Chocolate, Chocolate)

1 **POWDERS**

2 **Non-Chocolate**

- 3 AdvantEdge Soy Powder (Vanilla)
- 4 Whey Protein Powder (Vanilla)
- 5 Recovery Protein Powder (Vanilla)
- 6 Myoplex Original Powder (Vanilla, Strawberry)
- 7 Myoplex Deluxe Powder (Vanilla)
- 8 Myoplex Lite Powder (Vanilla)
- 9 Lean 15 Powder (Vanilla)
- 10 Muscle Armor Powder (Fruit Punch, Orange)
- 11 Betagen Powder (Fruit Punch)

12

13 **Chocolate**

- 14 AdvantEdge Soy Powder (Chocolate)
- 15 Whey Protein Powder (Chocolate)
- 16 Recovery Protein Powder (Chocolate)
- 17 Myoplex Original Powder (Chocolate)
- 18 Myoplex Deluxe Powder (Chocolate)
- 19 Myoplex Lite Powder (Chocolate)
- 20 Lean 15 Powder (Chocolate)

21

22

23

24

25

26

27

28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

2. **“Gainer Products”** are Protein Supplement Products previously, now or in the future meeting the definition in paragraph 1 above and meeting the definition of “Gainer Products” in Section 3.1 of the Consent Judgment.

3. “Chocolate Products” are Protein Supplement Products previously, now or in the future meeting the definition in paragraph 1 above and meeting the definition of “Chocolate Products” in Section 3.1 of the Consent Judgment. The current Chocolate Products of the Settling Defendant that are covered by this Consent Judgment include, but are not limited to, liquid and powdered chocolate products identified in Paragraph 1.

**ATTACHMENT A**

1  
2  
3 The “**Settling Defendant**” for “Biochem, a brand of Country Life, LLC” is: Country Life, LLC.  
4

5 One “**Protein Supplement Product**” covered by this Consent Judgment is Biochem Sports 100%  
6 Greens & Whey Powder, Chocolate.  
7

8 1. The additional “**Protein Supplement Products**” covered by this Consent Judgment are  
9 set forth below as to Country Life, LLC: all sizes, flavors, packaging, forms and potencies of  
10 “ready to drink” liquids and/or “ready to mix” powders and/or tablets and/or packets of dietary  
11 supplement products and/or foods supplying at least 5 grams of protein according to the “Nutrition  
12 Facts” or “Supplement Facts” panel on the product label previously or currently manufactured by, or  
13 sold by, or distributed directly or indirectly in or into California by, or on behalf of, Country Life  
14 LLC and including those dietary supplement products and foods otherwise meeting the definition in  
15 this paragraph 1 which are first introduced into California subsequent to the effective date of this  
16 Consent Judgment and manufactured by, or sold by, or distributed directly or indirectly in or into  
17 California by, or on behalf of, Country Life LLC.

18 2. “**Gainer Products**” are Protein Supplement Products previously, now or in the future  
19 meeting the definition in paragraph 1 above and also meeting the definition of “Gainer Products” in  
20 Section 3.1 of the Consent Judgment.

21 3. “**Chocolate Products**” are Protein Supplement Products previously, now or in the future  
22 meeting the definition in paragraph 1 above and also meeting the definition of “Chocolate Products”  
23 in Section 3.1 of the Consent Judgment.  
24  
25  
26  
27  
28

**ATTACHMENT A**

1  
2  
3 The “**Settling Defendants**” for “Bio-Engineered Supplements & Nutrition, Inc.” are:  
4 Bio-Engineered Supplements & Nutrition, Inc. (“BSN”), and its affiliates, Optimum Nutrition,  
5 Inc. (“ON”) and American Body Building Products, LLC (“ABB”).

6 1. The “**Protein Supplement Products**” covered by this Consent Judgment as to the  
7 Settling Defendants defined above are all varieties, sizes, flavors, packaging, forms, potencies, line  
8 extensions and any other variations of “ready to drink” liquids and/or “ready to mix” powders  
9 and/or tablets and/or packets of dietary supplement products and/or foods, whether or not listed on  
10 the product list below, supplying at least 5 grams of protein according to the “Nutrition Facts” or  
11 “Supplement Facts” panel on the product label previously or currently manufactured by, sold by,  
12 introduced into the stream of commerce, or distributed directly or indirectly in or into California  
13 by, or on behalf of, the Settling Defendants defined above, including such dietary supplements,  
14 foods and nutrition drink products otherwise meeting the definition in this paragraph 1 which are  
15 first introduced into California subsequent to the effective date of this Consent Judgment and  
16 manufactured by, or sold by, or distributed directly or indirectly in or into California by, or on  
17 behalf of, the Settling Defendants defined above. The Protein Supplement Products of the Settling  
18 Defendants defined above that are covered by this Consent Judgment include, but are not  
19 necessarily limited to, the products on the following list.

20 **Products sold under the BSN brand (includes all flavors, sizes, and forms)**

21 SYNTHA-6  
22 SYNTHA-6 RTD  
23 SYNTHA-6 ISOLATE  
24 LEAN DESSERT PROTEIN POWDER  
25 TRUE MASS  
26 TRUE MASS 1200

27 **Products sold under the ON brand (includes all flavors, sizes, and forms)**

28 GOLD STANDARD 100% CASEIN  
PERFORMANCE WHEY  
ANY WHEY  
100% SOY PROTEIN

1 GOLD STANDARD 100% WHEY  
2 CLASSIC WHEY  
AFTER MAX  
3 NATURAL OATS & WHEY  
4 NITROCORE 24  
PLATINUM HYDROBUILDER  
5 PLATINUM HYDROWHEY  
6 PRO COMPLEX  
SERIOUS MASS  
7 2:1:1 RECOVERY  
8 GOLD STANDARD 100% EGG PROTEIN  
COMPLETE PROTEIN DIET  
9 WHEY GOLD MEAL  
10 GOLD STANDARD 100% NATURAL WHEY  
PRO COMPLEX GAINER  
11 PERFORMANCE WHEY ISOLATE

12 **Products sold under the ABB brand (includes all flavors, sizes, and forms)**

13 PURE PRO  
14 EXTREME XXL  
MAXX RECOVERY RTD  
15 BLUE THUNDER RTD  
16 PURE PRO RTD  
EXTREME XXL RTD  
17 PURE PRO 50

18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

2. “**Gainer Products**” are Protein Supplement Products previously, now or in the future meeting the definition in paragraph 1 above and meeting the definition of “Gainer Products” in Section 3.1 of the Consent Judgment.

3. “**Chocolate Products**” are Protein Supplement Products previously, now or in the future meeting the definition in paragraph 1 above and meeting the definition of “Chocolate Products” in Section 3.1 of the Consent Judgment.

**ATTACHMENT A**

1  
2  
3 The “**Settling Defendant**” is Champion Performance Products, Inc. (“Champion”),  
4 erroneously sued as Champion Nutrition, Inc., on behalf of Champion and all of Champion’s past,  
5 present, future, direct, and indirect (a) owners, (b) parent companies, (c) corporate affiliates, (d)  
6 related companies, (e) subsidiaries, and each of their respective successors and assigns.

7 1. The “**Protein Supplement Products**” covered by this Consent Judgment as to the  
8 Settling Defendant defined above are all varieties, sizes, flavors, packaging, forms, potencies, line  
9 extensions and any other variations of protein supplements and protein supplement products,  
10 whether or not listed on the product list (“Product List”) accompanying (and incorporated by this  
11 reference into) this Attachment A, including without limitation “ready to drink” nutritional drinks  
12 and “ready to mix” powders used to prepare nutritional drinks supplying at least 5 grams of  
13 protein according to the “Nutrition Facts” or “Supplement Facts” panel on the product label  
14 previously or currently manufactured by, sold by, introduced into the stream of commerce, or  
15 distributed directly or indirectly in or into California by, or on behalf of, the Settling Defendant  
16 defined above, including such products otherwise meeting the definition in this paragraph which  
17 are first introduced into California subsequent to the effective date of this Consent Judgment, and  
18 the Settling Defendant defined above may include any of such newly introduced products as  
19 covered Protein Supplement Products by specifically identifying them in a list provided to ELF  
20 once per year or within a reasonable time period after such newly introduce products are first  
21 distributed or sold in California. The Protein Supplement Products of the Settling Defendant that  
22 are covered by this Consent Judgment include, but are not limited to, such products on the  
23 accompanying Product List.

24 2. “**Gainer Products**” are Protein Supplement Products previously, now or in the future  
25 meeting the definition in paragraph 1 above and meeting the definition of “Gainer Products” in  
26 Section 3.1 of the Consent Judgment. The current Gainer Products of the Settling Defendant that  
27 are covered by this Consent Judgment include, but are not limited to, the liquid and powdered  
28

1 Protein Supplement Products identified in Paragraph 1 that meet the definition of “Gainer  
2 Products” in Section 3.1 of the Consent Judgment.

3           3. “Chocolate Products” are Protein Supplement Products previously, now or in the future  
4 meeting the definition in paragraph 1 above and meeting the definition of “Chocolate Products” in  
5 Section 3.1 of the Consent Judgment. The current Chocolate Products of the Settling Defendant  
6 that are covered by this Consent Judgment include, but are not limited to, the liquid and powdered  
7 Protein Supplement Products identified in Paragraph 1 that meet the definition of “Chocolate  
8 Products” in Section 3.1 of the Consent Judgment.

9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

<b>NPI #</b>	<b>CPP #</b>	<b>Description</b>
Z-CN-P1411-3.3L	HGC3-A	HEAVYWEIGHT GAINER 900 CHOCOLATE SHAKE 3.3 LB
Z-CN-P1411-7LB	HGC7-A	HEAVYWEIGHT GAINER 900 CHOCOLATE SHAKE 7 LB
Z-CN-P1412-7LB	HGK7-A	HEAVYWEIGHT GAINER COOKIE & CREAM SHAKE 7LB
Z-CN-P1508-7LB	HGPBJ7-A	HEAVYWEIGHT GAINER 900 PEANUT BUTTER & JELLY SHAKE 7LB
Z-CN-P1413-7LB	HGS7-A	HEAVYWEIGHT GAINER STRAWBERRY SHAKE 7 LB
Z-CN-P1414-3.3L	HGV3-A	HEAVYWEIGHT GAINER 900 VANILLA SHAKE 3.3 LB
Z-CN-P1414-7LB	HGV7-A	HEAVYWEIGHT GAINER 900 VANILLA SHAKE 7 LB
Z-CN-P1419-2.7L	MMC2-A	MET MAX CHOCOLATE 2.74 LB
Z-CN-P1420-2.7L	MMV2-A	MET MAX VANILLA 2.74 LB
Z-CN-P1421-2.2L	MTC2-A	METABOLOL II RICH CHOCOLATE 2.2 LB
Z-CN-P1422-2.2L	MTP2-A	METABOLOL II PLAIN 2.2 LB
Z-CN-P1430-5LB	PWFC5-A	PURE WHEY FUSION CHOCOLATE 5LB
Z-CN-P1431-5LB	PWV5-A	PURE WHEY FUSION VANILLA 5LB
Z-CN-P1442-6.6L	SHC6-A	SUPER HEAVYWEIGHT DOUBLE FUDGE CHOCOLATE 6.6LB
Z-CN-P1443-6.6L	SHV6-A	SUPER HEAVYWEIGHT DOUBLE VANILLA CREAM 6.6LB
Z-CN-P1454-020	ULCC-20	ULTRAMET LO CARB CHOCOLATE FUDGE 20 PACK
Z-CN-P1454-060	ULCC-60	ULTRAMET LO CARB CHOCOLATE FUDGE 60 PACK
Z-CN-P1455-020	ULCV-20	ULTRAMET LO CARB VANILLA CREAM 20 PACK
Z-CN-P1455-060	ULCV-60	ULTRAMET LO CARB VANILLA CREAM 60 PACK
Z-CN-P1444-020	UMB-20	ULTRAMET ORIGINAL BANANA CREAM 20 PACK
Z-CN-P1444-060	UMB-60	ULTRAMET ORIGINAL BANANA CREAM 60 PACK
Z-CN-P1445-020	UMC-20	ULTRAMET ORIGINAL CHOCOLATE 20 PACK
Z-CN-P1445-060	UMC-60	ULTRAMET ORIGINAL CHOCOLATE 60 PACK
Z-CN-P1450-020	UMCL-20	ULTRAMET LITE CHOCOLATE FUDGE 20 PACK
Z-CN-P1450-060	UMCL-60	ULTRAMET LITE CHOCOLATE FUDGE 60 PACK
Z-CN-P1446-020	UMS-20	ULTRAMET ORIGINAL STRAWBERRY 20 PACK
Z-CN-P1446-060	UMS-60	ULTRAMET ORIGINAL STRAWBERRY 60 PACK
Z-CN-P1447-020	UMV-20	ULTRAMET ORIGINAL VANILLA 20 PACK
Z-CN-P1447-060	UMV-60	ULTRAMET ORIGINAL VANILLA 60 PACK
Z-CN-P1453-020	UMVL-20	ULTRAMET LITE VANILLA CREAM 20 PACK
Z-CN-P1453-060	UMVL-60	ULTRAMET LITE VANILLA CREAM 60 PACK
Z-CN-P1525-5LB	PWC5-A	PURE WHEY PROTEIN STACK CHOCOLATE 5LB
Z-CN-P1342-5LB	PWP5-A	PURE WHEY PROTEIN STACK CHOCOLATE PEANUT BUTTER 5LB
Z-CN-P1436-5LB	PWV5-A	PURE WHEY PROTEIN STACK VANILLA 5LB
Z-CN-P1434-5LB	PWS5-A	PURE WHEY PROTEIN STACK STRAWBERRY 5LB
Z-CN-P1432-5LB	PWK5-A	PURE WHEY PROTEIN STACK COOKIES N CREAM 5LB
Z-CN-P1435-5LB	PWT5-A	PURE WHEY PROTEIN STACK TROPICAL SUNRISE 5LB
Z-CN-P1433-5LB	PWM5-A	PURE WHEY PROTEIN STACK COCOA MOCHACCINO 5LB
Z-CN-P1542-707	FITV1.5-A	FIT VANILLA
Z-CN-P1543-725	FITC1.5-A	FIT CHOCOLATE
Z-CN-P1548-504	ENDC1.1-A	ENDURANCE CHOCOLATE
Z-CN-P1549-467	ENDV1.1-A	ENDURANCE VANILLA
Z-CN-P1550-704	SPTC1.5-A	SPORT CHOCOLATE
Z-CN-P1551-680	SPTV1.5-A	SPORT VANILLA
Z-CN-P1547-824	STRC1.8-A	STRENGTH CHOCOLATE

Z-CN-P1546-787	STRV1.8-A	STRENGTH VANILLA
Z-CN-P1425-2LB	PSC2-A	PROSCORE 100 CHOCOLATE 2LB
Z-CN-P1427-2LB	PSV2-A	PROSCORE 100 VANILLA 2LB

1 **ATTACHMENT A**

2 The “Settling Defendant” is Chemi-Source, Inc., doing business as Metabolic Response  
3 Modifiers (MRM).

4 1. **“Protein Supplement Products”** covered by this Consent Judgment as to Chemi-  
5 Source, Inc., doing business as Metabolic Response Modifiers (MRM) (“Chemi-Source”) are all  
6 brand names, varieties, sizes, ingredient mixtures, flavors, packaging, forms, potencies and any  
7 other variations of its protein supplements and protein supplement products that contain protein  
8 as a significant and functional ingredient, whether or not listed on the product list (“Product  
9 List”) accompanying (and incorporated by this reference into) this Attachment A, including  
10 without limitation tablets, capsules, “ready to drink” nutritional drinks, and “ready to mix”  
11 powders used to prepare nutritional drinks. In addition, as to Protein Supplement Products that  
12 are first introduced into California subsequent to entry of the Consent Judgment and sold or  
13 distributed directly or indirectly in California by, or on behalf of, Chemi-Source, Chemi-Source  
14 may include any of those new products as covered Protein Supplement Products under this  
15 Consent Judgment by specifically identifying them in a list provided to ELF once per year or  
16 within a reasonable time period after which such new products are first distributed or sold in  
17 California.

18 2. **“Gainer Products”** are Protein Supplement Products previously, now or in the  
19 future meeting the definition in paragraph 1 above and meeting the definition of “Gainer  
20 Products” in Section 3.1 of the Consent Judgment

21 3. **“Chocolate Products”** are Protein Supplement Products previously, now or in the  
22 future meeting the definition in paragraph 1 above and meeting the definition of “Chocolate  
23 Products” in Section 3.1 of the Consent Judgment.

24 **Non-Exclusive List of Covered Protein Supplement Products**

25 All Natural Whey™  
26 Low Carb Protein™

- 1 Metabolic Whey™
- 2 Egg White Protein™
- 3 Veggie Protein™
- 4 VeggiElite™
- 5 Cholesstat™
- 6 Casein™
- 7 Massive Muscle Gainer™
- 8 All Natural Gainer™
- 9 Isolate Whey Protein™
- 10 Bone Maximizer II™
- 11 Bone Maximizer III™
- 12 Digest-ALL™ (with enzymes)
- 13 Digest-ALL IC™(with enzymes)
- 14 Joint Synergy™
- 15 Gut REHAB™
- 16 Creatine Monohydrate™
- 17 TribuPlex™
- 18 BCAA + G™
- 19 RELOAD™
- 20 All Natural RELOAD™
- 21 Flax-N-Whey™
- 22 Fruit-N-Whey™
- 23 Glutamine™
- 24 Tribest™
- 25 All Natural Driven™
- 26 Turbo Driven™

16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**ATTACHMENT A**

As to Settling Defendant DYMATIZE ENTERPRISES, LLC, the following categories of products shall be the “Protein Supplement Products” covered by this Consent Judgment:

1. The “**Protein Supplement Products**” covered by this Consent Judgment set forth below as to the Settling Defendant listed above are: all sizes, flavors, packaging, forms and potencies of “ready to drink” liquids, semi-solids and/or “ready to mix” powders and/or pills and/or packets of dietary supplement products and/or foods supplying at least 5 grams of protein in a Daily Serving as defined in this Consent Judgment, previously, currently, or in the future manufactured by, sold by, or distributed directly or indirectly in or into California by, or on behalf of, the Settling Defendant listed above, or its corporate subsidiaries and affiliates, under the trade names and trademarks owned by Settling Defendant or its corporate subsidiaries and affiliates. This definition includes those dietary supplement products and foods otherwise meeting this definition which are first introduced into California subsequent to the Effective Date of this Consent Judgment.
2. “**Gainer Products**” are Protein Supplement Products previously, now or in the future meeting the definition in paragraph 1 above and meeting the definition of “Gainer Products” in Section 3.1 of the Consent Judgment.
3. “**Chocolate Products**” are Protein Supplement Products previously, now or in the future meeting the definition in paragraph 1 above and meeting the definition of “Chocolate Products” in Section 3.1 of the Consent Judgment.

ATTACHMENT A

1  
2  
3 The “**Settling Defendants**” for “Healthwatchers, (DE) Inc.” are: Healthwatchers, (DE), Inc. and  
4 NBTY, Inc., including its direct and indirect subsidiaries, but *excluding* Rexall Sundown, Inc. and  
5 additional entity to the extent that entity’s Protein Supplement Products, as defined below in this  
6 Attachment A, are subject to that certain Consent Judgment entered on or about December 19, 2003  
7 resolving the case *Lynne Todd Edgerton v. Conopco et al.*, Los Angeles Superior Court Case No.  
8 BC262906.

9  
10 1. The “**Protein Supplement Products**” covered by this Consent Judgment are set forth  
11 below as to each of the respective Settling Defendants listed above: all sizes, flavors, packaging  
12 forms and potencies of “ready to drink” liquids and/or “ready to mix” powders and/or tablets and/or  
13 packets of dietary supplement products and/or foods supplying at least 5 grams of protein according  
14 to the “Nutrition Facts” or “Supplement Facts” panel on the product label previously or currently  
15 manufactured by, or sold by, or distributed directly or indirectly in or into California by, or on behalf  
16 of, any Settling Defendant listed above and including those dietary supplement products and foods  
17 otherwise meeting the definition in this paragraph 1 which are first introduced into California  
18 subsequent to the effective date of this Consent Judgment and manufactured by, or sold by, or  
19 distributed directly or indirectly in or into California by, or on behalf of, any Settling Defendant.

20 2. “**Gainer Products**” are Protein Supplement Products previously, now or in the future  
21 meeting the definition in paragraph 1 above and meeting the definition of “Gainer Products” in  
22 Section 3.1 of the Consent Judgment.

23 3. “**Chocolate Products**” are Protein Supplement Products previously, now or in the future  
24 meeting the definition in paragraph 1 above and meeting the definition of “Chocolate Products” in  
25 Section 3.1 of the Consent Judgment.

**ATTACHMENT A**

The “**Settling Defendants**” for “Idea Sphere, Inc. operating as ISI Brands” are: Twinlab Corporation, Idea Sphere, Inc., Twinlab Corporation d/b/a ISI Brands, Inc., Twinlab Corporation d/b/a Metabolife Corp., and Natural 2U LLC.

1. The “**Protein Supplement Products**” covered by this Consent Judgment are set forth below as to each of the respective Settling Defendants listed above: all sizes, flavors, packaging, forms and potencies of “ready to drink” liquids and/or “ready to mix” powders and/or tablets and/or packets of dietary supplement products and/or foods supplying at least 5 grams of protein according to the “Nutrition Facts” or “Supplement Facts” panel on the product label previously or currently manufactured by, or sold by, or distributed directly or indirectly in or into California by, or on behalf of, any Settling Defendant listed above and including those dietary supplement products and foods otherwise meeting the definition in this paragraph 1 which are first introduced into California subsequent to the effective date of this Consent Judgment and manufactured by, or sold by, or distributed directly or indirectly in or into California by, or on behalf of, any Settling Defendant.

2. “**Gainer Products**” are Protein Supplement Products previously, now or in the future meeting the definition in paragraph 1 above and also meeting the definition of “Gainer Products” in Section 3.1 of the Consent Judgment.

3. “**Chocolate Products**” are Protein Supplement Products previously, now or in the future meeting the definition in paragraph 1 above and also meeting the definition of “Chocolate Products” in Section 3.1 of the Consent Judgment.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**ATTACHMENT A**

As to Settling Defendant THE ISOPURE COMPANY LLC, the following categories of products shall be the “Protein Supplement Products” covered by this Consent Judgment:

1. The “**Protein Supplement Products**” covered by this Consent Judgment set forth below as to the Settling Defendant listed above are: all sizes, flavors, packaging, forms and potencies of “ready to drink” liquids and/or “ready to mix” powders and/or tablets and/or packets of dietary supplement products and/or foods supplying at least 5 grams of protein according to the “Nutrition Facts” or “Supplement Facts” panel on the product label previously or currently manufactured by, sold by, or distributed directly or indirectly in or into California by, or on behalf of, the Settling Defendant listed above (including such products sold under the Settling Defendant’s trade names and trademarks) and those dietary supplement products and foods otherwise meeting the definition in this paragraph 1 which are first introduced into California subsequent to the effective date of this Consent Judgment and manufactured by, sold by, or distributed directly or indirectly in or into California by, or on behalf of, the Settling Defendant listed above.
2. “**Gainer Products**” are Protein Supplement Products previously, now or in the future meeting the definition in paragraph 1 above and meeting the definition of “Gainer Products” in Section 3.1 of the Consent Judgment.
3. “**Chocolate Products**” are Protein Supplement Products previously, now or in the future meeting the definition in paragraph 1 above and meeting the definition of “Chocolate Products” in Section 3.1 of the Consent Judgment.

**ATTACHMENT A**

1  
2  
3 The “**Settling Defendant**” for “ISS Research, LLC doing business as Integrated Sports Science  
4 (sued as Integrated Sports Science)” is: ISS Research, LLC.  
5

6 1. The “**Protein Supplement Products**” covered by this Consent Judgment set forth below  
7 as to the Settling Defendant listed above are: all sizes, flavors, packaging, forms and potencies of  
8 “ready to drink” liquids and/or “ready to mix” powders and/or tablets and/or packets of dietary  
9 supplement products and/or foods supplying at least 5 grams of protein according to the “Nutrition  
10 Facts” or “Supplement Facts” panel on the product label previously or currently manufactured by,  
11 sold by, or distributed directly or indirectly in or into California by, or on behalf of, the Settling  
12 Defendant listed above (including such products sold under the Settling Defendant’s following trade  
13 names and trademarks: ISS Research, Integrated Sports Science and Oh Yeah!) and including those  
14 dietary supplement products and foods otherwise meeting the definition in this paragraph 1 which  
15 are first introduced into California subsequent to the effective date of this Consent Judgment and  
16 manufactured by, sold by, or distributed directly or indirectly in or into California by, or on behalf  
17 of, any Settling Defendant.

18 2. “**Gainer Products**” are Protein Supplement Products previously, now or in the future  
19 meeting the definition in paragraph 1 above and meeting the definition of “Gainer Products” in  
20 Section 3.1 of the Consent Judgment.

21 3. “**Chocolate Products**” are Protein Supplement Products previously, now or in the future  
22 meeting the definition in paragraph 1 above and meeting the definition of “Chocolate Products” in  
23 Section 3.1 of the Consent Judgment.  
24  
25  
26  
27  
28

**ATTACHMENT A**

1  
2  
3 The “**Settling Defendant**” is “Labrada Bodybuilding Nutrition, Inc. (the “Settling Defendant”).

4 The “**Protein Supplement Products**” covered by this Consent Judgment as to the Settling  
5 Defendant are all sizes, flavors, packaging, forms and potencies of “ready to drink” liquids and/or  
6 “ready to mix” powders and/or tablets and/or packets of dietary supplement products and/or foods  
7 supplying at least 5 grams of protein according to the “Nutrition Facts” or “Supplement Facts” panel  
8 on the product label previously or currently manufactured by, sold by, or distributed directly or  
9 indirectly in or into California by, or on behalf of, the Settling Defendant, including those dietary  
10 supplement products and foods otherwise meeting the definition in this paragraph 1 which are first  
11 introduced into California subsequent to the effective date of this Consent Judgment and  
12 manufactured by, sold by, or distributed directly or indirectly in or into California by, or on  
13 behalf of, the Settling Defendant. The Protein Supplement Products of the Settling Defendant that  
14 are covered by this Consent Judgment include, but are not limited to, the following:

15 CarbWatchers Lean Body Strawberry Ice Cream Hi-Protein Meal Replacement Shake

16 CarbWatchers Lean Body Vanilla Ice Cream Hi-Protein Meal Replacement Shake

17 Lean Body Bananas n Cream Hi-Protein Milk Shakes

18 Lean Body Cookies n Cream Hi-Protein Milk Shakes

19 Lean Body Strawberries n Cream Hi-Protein Milk Shakes

20 Lean Body Strawberry Ice Cream Hi-Protein Meal Replacement Shake

21 Lean Body Vanilla Ice Cream Hi-Protein Meal Replacement Shake

22 Lean Body Vanilla Ice Cream Hi-Protein Milk Shakes

23 Lean Body For Her Strawberry Ice Cream Hi-Protein Meal Replacement Shake

24 Lean Body For Her Vanilla Ice Cream Hi-Protein Meal Replacement Shake

25 LeanPro8 Strawberry Ice Cream Time Release Muscle Building Protein

26 LeanPro8 Vanilla Ice Cream Time Release Muscle Building Protein

27 Lean Body On the Go Bananas n Cream Hi-Protein Milk Shakes

28  
[PROPOSED] CONSENT JUDGMENT AS TO CERTAIN DEFENDANTS; ORDER- 1

1 Lean Body On the Go Cookies n Cream Hi-Protein Milk Shakes

2 Lean Body On the Go Strawberries n Cream Hi-Protein Milk Shakes

3 Lean Body On the Go Vanilla Ice Cream Hi-Protein Milk Shakes

4 ProV60 Strawberry Ice Cream Maximum Strength Muscle Building Protein

5 ProV60 Vanilla Ice Cream Maximum Strength Muscle Building Protein

6           2 “**Gainer Products**” are Protein Supplement Products previously, now or in the future  
7 meeting the definition in paragraph 1 above and meeting the definition of “Gainer Products” in  
8 Section 3.1 of the Consent Judgment. The Gainer Products of the Settling Defendant  
9 that are covered by this Consent Judgment include, but are not limited to, the following:

10 Lean Body Mass 60 Vanilla Ice Cream Muscle Building Weight Gainer

11 Lean Body Mass 60 Chocolate Ice Cream Muscle Building Weight Gainer

12           3. “**Chocolate Products**” are Protein Supplement Products previously, now or in the future  
13 meeting the definition in paragraph 1 above and meeting the definition of “Chocolate Products” in  
14 Section 3.1 of the Consent Judgment. The Chocolate Products of the Settling Defendant  
15 that are covered by this Consent Judgment include, but are not limited to, the following:

16 CarbWatchers Lean Body Chocolate Ice Cream Hi-Protein Meal Replacement Shake

17 CarbWatchers Lean Body Chocolate Peanut Butter Hi-Protein Meal Replacement Shake

18 Lean Body Chocolate Ice Cream Hi-Protein Meal Replacement Shake

19 Lean Body Chocolate Peanut Butter Hi-Protein Meal Replacement Shake

20 Lean Body Chocolate Ice Cream Hi-Protein Milk Shakes

21 Lean Body On the Go Chocolate Ice Cream Hi-Protein Milk Shakes

22 Lean Body For Her Chocolate Ice Cream Hi-Protein Meal Replacement Shake

23 LeanPro8 Chocolate Ice Cream Time Release Muscle Building Protein

24 ProV60 Chocolate Ice Cream Maximum Strength Muscle Building Protein

**NATURAL ORGANICS LABORATORIES, INC.**  
**LIST OF PROTEIN SUPPLEMENT PRODUCTS**  
(All forms, sizes, and brand names<sup>1</sup>)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

- 1 Banana Simply Natural Spiru-tein
- 2 Banana Spiru-tein
- 3 Black Cherry Chocolate Spiru-tein
- 4 Blueberries & Cream Spiru-tein
- 5 Cappuccino Spiru-tein
- 6 Carrot-tein Shake with Beta Carotene (Spiru-tein)
- 7 Chai Latte Spiru-tein
- 8 Cherries Jubilee Spiru-tein
- 9 Children's Chocolate Spiru-tein Junior
- 10 Children's Strawberry Spiru-tein Junior
- 11 Chocolate Berry Ultra Energy Acai
- 12 Chocolate Chip Cookie Dough Spiru-tein
- 13 Chocolate Nut Crunch Ultra Energy
- 14 Chocolate Peanut Butter Swirl Spiru-tein
- 15 Chocolate Simply Natural Spiru-tein
- 16 Chocolate Spiru-tein
- 17 Chocolate Ultra Energy
- 18 Cookies & Cream Spiru-tein
- 19 Cookies & Cream Ultra Energy
- 20 Double Fudge Crunch Spiru-tein
- 21 Dream Quest Malibu Miracle
- 22 Dream Quest More Than Milk
- 23 Egg Nog Spiru-tein
- 24 Energy Shake – The Universal Protein
- 25 Exotic Red Fruit Spiru-tein
- 26 Exotic Red Fruit Ultra Energy
- 27 Fruitein Acai
- 28 Fruitein Exotic Red Fruit
- 29 Fruitein Luscious Blue Fruit
- 30 Fruitein Rainbow
- 31 Fruitein Revitalizing Green Foods
- 32 Fruitein Shake – Vegetarian Banana Orange Crème
- 33 Immunectar – A Life Force Beverage
- 34 KETOSlim Chocolate Almond Crunch
- 35 KETOSlim Shake - Vanilla (with Critical Keto-Nutrients)

---

<sup>1</sup> The brand names include, without limitation, Nature's Plus and Dream Quest.

1	36	Nutty Berry Burst Spiru-tein
2	37	Original Vanilla Simply Natural Spiru-tein
	38	Oxy-Nectar
3	39	Peaches & Cream Simply Natural Spiru-tein
4	40	Peaches & Cream Spiru-tein
	41	Pina Colada Spiru-tein
5	42	Ultra Energy Exotic Berry Crunch
6	43	Raspberry Royale Spiru-tein
	44	S'mores Spiru-tein
7	45	Skinny Mini Shake – Double Chocolate Fudge Crunch
	46	Slim & Natural Shake – Chocolate
8	47	Slim & Natural Shake – Strawberry
	48	Slim & Natural Shake – Vanilla
9	49	Source of Life Energy
10	50	Source of Life GOLD
11	51	Source of Life GOLD Energy
	52	Source of Life Green Lightning Tri-Part Protein Bar
12	53	Source of Life Red Lightning Tri-Part Protein Bar
13	54	Spiru-tein 25 Shake – Creamy Vanilla
	55	Spiru-tein GOLD Shake – Banana Berry Blast
14	56	Spiru-tein GOLD Shake – Chocolate
15	57	Spiru-tein GOLD Shake – Chocolate Cherry
	58	Spiru-tein GOLD Shake – Strawberry
16	59	Spiru-tein GOLD Shake – Tropical Fruit
17	60	Spiru-tein GOLD Shake – Vanilla
	61	Spiru-tein Plus
18	62	Spiru-tein Shake - Banana (High Protein Energy Meal Banana)
19	63	Spiru-tein Shake - Tropical Fruit (High Protein Energy Meal Tropical Fruit)
	64	Spiru-tein Whey Cherries Jubilee
20	65	Spiru-tein Whey Chocolate
21	66	Spiru-tein Whey Chocolate (Sweetened)
	67	Spiru-tein Whey Cookies and Cream
22	68	Spiru-tein Whey Raspberry Royale
23	69	Spiru-tein Whey Strawberry
	70	Spiru-tein Whey Vanilla
24	71	Spiru-tein Whey Vanilla Sweetened
	72	Strawberry Banana Spiru-tein Shake
25	73	Strawberry Crunch Ultra Energy
26	74	Strawberry Shortcake Spiru-tein
	75	Strawberry Simply Natural Spiru-tein
27	76	Strawberry Spiru-tein
28	77	Strawberry Ultra Energy Shake

- 1        78     Tangerine Dream Spiru-tein Shake
- 2        79     Thermo Tropic Shake – Mixed Berry
- 3        80     Turbo-Chocolate Spiru-tein Sport Shake
- 4        81     Ultra Energy Shake - Vanilla (Invigorating Vanilla)
- 5        82     Ultra Hair Thick Shake (French Vanilla)
- 6        83     Vanilla Spiru-tein Shake
- 7        84     Vanilla Spiru-tein Sport Shake
- 8        85     Vanilla Spiru-tein

7  
8            In addition, as to Protein Supplement Products that are first introduced into California  
9 subsequent to entry of the Consent Judgment and sold or distributed directly or indirectly in  
10 California by, or on behalf of, Natural Organics Laboratories, Inc., Natural Organics  
11 Laboratories, Inc. may include any of those new products as covered Protein Supplement  
12 Products by specifically identifying them in a list provided to ELF once per year or within a  
13 reasonable time period after which such new products are first distributed or sold in California.  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

ATTACHMENT A

The “**Settling Defendant**” for Vital Pharmaceuticals, Inc. (“VPX”) is: Vital Pharmaceuticals, Inc.

1. The “**Protein Supplement Products**” covered by this Consent Judgment set forth below as to the Settling Defendant listed above are: all sizes, flavors, packaging, forms, and potencies of “ready to drink” liquids and/or “ready to mix” powders and/or tablets and/or packets of dietary supplement products and/or foods supplying at least 5 grams of protein according to the “Nutrition Facts” or “Supplement Facts” panel on the product label previously or currently manufactured by, sold by, or distributed directly or indirectly in or into California by, or on behalf of, the Settling Defendant listed above (including but not limited to products sold under the Settling Defendant’s following trade names and trademarks: Zero Carb, Syngex, Stealth, Zero Impact Bars, Bang Bars, Protein Rush Tetra, Protein Rush Vanilla Dream, Power Hit, Protein Rush Chronologix, Shotgun, and Synthesize) and including those dietary supplement products and foods otherwise meeting the definition in this paragraph 1 which are first introduced into California subsequent to the effective date of this Consent Judgment and manufactured by, sold by, or distributed directly or indirectly in or into California by, or on behalf of, any Settling Defendant.

2. “**Gainer Products**” are Protein Supplement Products previously, now or in the future meeting the definition in paragraph 1 above and meeting the definition of “Gainer Products” in Section 3.1 of the Consent Judgment.

3. “**Chocolate Products**” are Protein Supplement Products previously, now or in the future meeting the definition in paragraph 1 above and meeting the definition of “Chocolate Products” in Section 3.1 of the Consent Judgment.

**ATTACHMENT B**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

David E. Mendelson, Senior Counsel/Commercial Litigation  
Abbott Laboratories  
100 Abbott Park Road  
Department 324 Building AP6D  
Abbott Park, IL 60064

Patrick J. Cafferty, Jr.  
Munger, Tolles & Olson LLP  
560 Mission Street, 27<sup>th</sup> Floor  
San Francisco, CA 94105-2907

**ATTACHMENT B**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Mr. Brian Richmond  
Chief Operating Officer  
Country Life, LLC  
180 Vanderbilt Motor Parkway  
Hauppauge, NY 11788

Ms. Ona Scandurra  
Director of Regulatory Affairs  
Country Life, LLC  
180 Vanderbilt Motor Parkway  
Hauppauge, NY 11788

Sidley Austin, LLP  
Judith Praitis, Esq.  
555 West Fifth Street  
Suite 4000  
Los Angeles, CA 90013

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**ATTACHMENT B**

Bio-Engineered Supplements & Nutrition, Inc.  
Attn: General Counsel  
5901 Broken Sound Parkway NW  
Suite 600  
Boca Raton, FL  
(561) 994-8335  
Email: legal@bsnonline.net

Steven R. Tekosky  
David B. Sadwick  
Tatro Tekosky Sadwick LLP  
333 S. Grand Avenue, Suite 4270  
Los Angeles, CA 90071

**ATTACHMENT B**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Jack Minski**  
1301 Sawgrass Corporate Parkway  
Sunrise, FL 33323

Steven R. Tekosky  
David B. Sadwick  
Tatro Tekosky Sadwick LLP  
333 S. Grand Avenue, Suite 4270  
Los Angeles, CA 90071

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**ATTACHMENT B**

Mark Olson  
CEO  
Chemi-Source/MRM  
2665 Vista Pacific Drive  
Oceanside, CA 92056

James Robert Maxwell, Esq.  
Rogers Joseph O'Donnell  
311 California Street  
Tenth Floor  
San Francisco, CA 94104  
Email: jrm@rjo.com  
Tel: 415.956.2828  
Fax: 415.956.6457

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**ATTACHMENT B**

DYMATIZE ENTERPRISES, LLC.

Michael Casid  
Dymatize Enterprises, LLC.  
13737 N. Stemmons Fwy  
Dallas, TX 75234

William F. Tarantino, Esq.  
Morrison & Foerster LLP  
425 Market St., Suite 3300  
San Francisco, CA 94105

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**ATTACHMENT B**

Healthwatchers, (DE) Inc.  
NBTY, Inc.  
Christine McInerney Esq.  
Deputy General Counsel Litigation  
2100 Smithtown Avenue  
Ronkonkoma, NY 11779

Sidley Austin, LLP  
Judith Praitis, Esq.  
555 West Fifth Street  
Suite 4000  
Los Angeles, CA 90013

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**ATTACHMENT B**

Richard H. Neuwirth, Esq.  
Chief Legal Officer  
Twinlab Corporation  
632 Broadway, Suite 201  
New York, NY 10012

Mr. Gregory T. Grochoski  
Twinlab Corporation  
3133 Orchard Vista Drive S.E.  
Grand Rapids, MI 49546

Sidley Austin, LLP  
Judith Praitis, Esq.  
555 West Fifth Street  
Suite 4000  
Los Angeles, CA 90013

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**ATTACHMENT B**

THE ISOPURE COMPANY LLC

Hal Katz  
The Isopure Company, LLC  
195 Engineers Road  
Hauppauge, NY 11788

William F. Tarantino, Esq.  
Morrison & Foerster LLP  
425 Market St., Suite 3300  
San Francisco, CA 94105

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**ATTACHMENT B**

ISS Research, LLC  
Mr. Ron McAfee  
President  
5400 W.T. Harris Blvd.  
Suite L  
Charlotte, NC 28269

Allain C. Andry, Esq.  
Robinson Bradshaw & Hinson  
101 North Tryon Street, Suite 1900  
Charlotte, NC 28246

Sidley Austin, LLP  
Judith Praitis, Esq.  
555 West Fifth Street  
Suite 4000  
Los Angeles, CA 90013

**ATTACHMENT B**

1  
2  
3 Lee Labrada  
4 Kyle Workman  
5 David Ramirez  
6 Labrada Bodybuilding Nutrition, Inc.  
7 333 Northpark Central Drive  
8 Houston, TX. 77073

9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
Kenneth E. Chyten, Esq.  
LAW OFFICES OF KENNETH E. CHYTEN  
300 East Esplanade Drive, Suite 900  
Oxnard, CA. 93036

**ATTACHMENT B**

**Natural Organics Laboratories, Inc.**

Philip M. Kazin  
General Counsel  
Natural Organics, Inc.  
548 Broadhollow Road  
Melville, NY 11747

With a copy to:

Trenton H. Norris  
Sarah Esmaili  
Arnold & Porter LLP  
3 Embarcadero Center, Suite 700  
San Francisco, CA 94111

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

ATTACHMENT B

Vital Pharmaceuticals, Inc. d/b/a VPX/Redline  
Ms. Kalina Pagano, Esq.  
1600 North Park Drive  
Weston, Florida 33326

Katten Muchin Rosenman LLP  
Christina L. Costley, Esq.  
2029 Century Park East, Suite 2600  
Los Angeles, CA 90067