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16 Attorneys for Defendants
17 Premier Research Labs, LP,
18 Texas Supplements, LLC, and
19 Quantum Nutrition Labs

20 SUPERIOR COURT OF THE STATE OF CALIFORNIA

21 COUNTY OF SAN FRANCISCO

22 ENVIRONMENTAL RESEARCH
23 CENTER, a California non-profit
24 corporation,

25 Plaintiff,

26 v.

27 PREMIER RESEARCH LABS, LP,
28 TEXAS SUPPLEMENTS, LLC,
29 QUANTUM NUTRITION LABS, and
30 DOES 1-100, inclusive,

31 Defendants.

32 Case No. CGC-10-506061

33 **[PROPOSED] CONSENT JUDGMENT**

34 **1. INTRODUCTION**

35 1.1 On December 10, 2010, Plaintiff Environmental Research Center, Inc. (“ERC”), a
36 non-profit corporation, as a private enforcer and in the public interest, initiated this action by

1 filing a Complaint for Injunctive Relief and Civil Penalties under to the provisions of
2 California's Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and
3 Safety Code § 25249.5, *et seq.* (also known as and hereinafter referred to as "Proposition 65"),
4 against Defendant Premier Research Labs, LP ("Premier"). On January 27, 2011, ERC filed a
5 First Amended Complaint for Injunctive Relief and Civil Penalties ("Amended Complaint"). In
6 this action, ERC claims that certain products manufactured, distributed, and/or sold by Premier
7 contain lead, a chemical listed under Proposition 65 as a carcinogen and reproductive toxin, and
8 expose consumers to levels of lead requiring Proposition 65 warnings. ERC and Premier are
9 hereinafter sometimes referred to individually as a "Party" or collectively as the "Parties".

10 1.2 ERC is a California non-profit corporation dedicated to, among other causes,
11 helping safeguard the public from health hazards by reducing the use and misuse of hazardous
12 and toxic chemicals, facilitating a safe environment for consumers and employees, and
13 encouraging corporate responsibility. ERC has diligently prosecuted this matter and is settling
14 this case in the public interest.

15 1.3 Premier is a Texas limited partnership that, at all times relevant to this action, has
16 employed ten or more persons and is a "person in the course of doing business" within the
17 meaning of Proposition 65.

18 1.4 The Amended Complaint is based on allegations contained in two Notices of
19 Violations of Proposition 65 ("Notices of Violations"), which were dated September 13, 2010
20 and January 14, 2011, and served on the California Attorney General, other public enforcers and
21 Premier. True and correct copies of the Notices of Violations are attached hereto as Exhibit A.
22 The following products were identified in these Notices of Violations:

- 23 a. Premier Research Labs Quantum Cleanse Blend.
- 24 b. Premier Research Labs Quantum Rx Lean-Body Whey.
- 25 c. Premier Research Labs Oncaplex Botanical Supplement.
- 26 d. Premier Research Labs Gold-360.
- 27 e. Premier Research Labs Quantum Hyssop Complex.
- 28 f. Premier Research Labs Parastat.
- g. Premier Research Labs Quantum Maitake Complex.
- h. Premier Research Labs Medi-Clay.

- i. Premier Research Labs Quantum Cleanse Blend Capsules.
- j. Premier Research Labs Amla Royale.
- k. Premier Research Labs Quantum Greens Mix.

(These listed products are hereinafter referred to collectively as the “Covered Products” and in the singular as a “Covered Product.) More than 60 days have passed since the Notices of Violations were served and no public enforcement entity has filed a complaint against Premier with regard to the Covered Products or the alleged violations.

1.5 ERC’s Notices of Violations and the Amended Complaint allege Premier has exposed and continues to expose persons in California who use and or handle the Covered Products to the chemical lead in excess of the exposure levels allowed under Proposition 65 without Premier first providing clear and reasonable warnings, in violation of California Health and Safety Code § 25249.6. Premier denies all material allegations contained in the Notices of Violations and Amended Complaint, asserts numerous affirmative defenses to the allegations of violations, and specifically denies the Covered Products required a Proposition 65 warning or otherwise cause harm to any person.

1.6 The Parties have entered into this Consent Judgment in order to settle, compromise and resolve disputed claims and thus avoid prolonged and costly litigation.

1.7 Nothing in this Consent Judgment, nor compliance with this Consent Judgment, shall constitute or be construed as an admission by any of the Parties of any fact, issue of law, or violation of law, at any time, for any purpose. Nothing in this Consent Judgment shall be construed as giving rise to any presumption or inference of admission or concession or waiver of any defense by Premier as to any fault, wrongdoing or liability, including without limitation, any alleged violation of Proposition 65.

1.8 Except as expressly provided herein, nothing in this Consent Judgment shall prejudice, waive or impair any right, remedy or defense the Parties may have in any other or future legal proceeding unrelated to these proceedings. This paragraph shall not diminish or otherwise affect the obligations, responsibilities, and duties of any Party with respect to this Consent Judgment.

1.9 The “Effective Date” of this Consent Judgment shall be the date this Consent

1 Judgment is entered by the Court.

2 1.10 The only products covered by this Consent Judgment are the Covered Products,
3 and the only chemical covered by this Consent Judgment is the chemical lead as related to the
4 Covered Products only.

5 **2. JURISDICTION AND VENUE**

6 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
7 jurisdiction over the subject matter of this action and personal jurisdiction over the Parties as to
8 the acts alleged in the Notices of Violations and Amended Complaint, that venue is proper in this
9 Court, and that this Court has jurisdiction to enter this Consent Judgment pursuant to the terms
10 set forth herein.

11 **3. INJUNCTIVE RELIEF**

12 3.1 Beginning 30 days after the Effective Date, Premier shall be permanently
13 enjoined from manufacturing for sale in California, "Distributing into California," or directly
14 selling to any consumer located in California any of the Covered Products (1) without complying
15 with the warning requirement set forth in Section 3.2 below; or (2) that have a daily lead
16 exposure level of more than 0.5 micrograms of lead per day after subtracting out the amount of
17 lead deemed "naturally occurring" for each ingredient listed in Table 3.3 below. The term
18 "Distributing into California," as used herein, means to ship any of the Covered Products into
19 California for sale in California or to sell or provide any of the Covered Products to any person
20 or entity Premier knows intends to or will ship any of the Covered Products into or sell any of
21 the Covered Products in California.

22 **3.2 Clear and Reasonable Warnings**

23 For Covered Products that are subject to the warning requirement of Section 3.1, Premier
24 shall provide the following warning as specified below:

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

27 (The text in the brackets related to cancer in the warning above shall be included only with any
28 of the Covered Products that have a daily lead exposure level of more than 15 micrograms of

1 lead per day after subtracting out the amount of lead deemed “naturally occurring” for each
2 ingredient listed in Table 3.3.) The warning shall be permanently affixed to or prominently
3 printed on the product label with such conspicuousness, as compared to other words, statements
4 or designs on the label, so as to render it likely to be read and understood by the ordinary
5 purchaser and/or user of the product under customary conditions of purchase or use of the
6 product. The warning shall be the same size as the largest of any other health or safety warnings
7 on the product label and the word “**WARNING**” shall be in all capital letters and in bold print.

8 **3.3 Calculation of Lead Content**

9 For purposes of Section 3.1 above and this Consent Judgment only, daily lead exposure
10 levels shall be measured in micrograms, and shall be calculated using the following formula:
11 micrograms of lead per gram of product, multiplied by grams of product per serving of the
12 product (using the largest serving size appearing on the product label), multiplied by servings of
13 the product per day (using the largest number of servings in a recommended dosage appearing on
14 the product label) which equals micrograms of lead exposure per day, but excluding any amounts
15 of lead deemed “naturally occurring” as set forth below. For Purposes of Section 3.1 above and
16 for purposes of this Consent Judgment only, the amount of lead content deemed “naturally
17 occurring” in each of the Covered Products is the sum of the amounts of “naturally occurring”
18 lead supplied by the quantity of each ingredient listed in Table 3.3 that is present in the
19 maximum daily dose recommended on the label of that Covered Product. For each ingredient
20 listed in Table 3.3, the amount of lead deemed “naturally occurring” for the purposes of this
21 Consent Judgment only is listed in Table 3.3 in micrograms of “naturally occurring” lead per
22 gram of the ingredient contained in each of the Covered Products. If Premier seeks to exclude
23 “naturally occurring” amounts of lead under this Section 3.3 for any of the Covered Products,
24 Premier shall provide to ERC, under the terms of the confidentiality agreement entered into by
25 the Parties, a separate document to include a complete list of all ingredients (including, but not
26 limited to, each of the ingredients listed in Table 3.3) in each such Covered Product and the
27 quantity in grams (rounded to the nearest one tenth of a gram) of each of those ingredients in a
28 maximum daily dose recommended on the label of each such Covered Product. Premier shall

1 additionally provide to ERC test results or other data that independently confirms the quantity in
2 grams of each ingredient being used in a maximum daily dose recommended on the label of each
3 such Covered Product.

4 **TABLE 3.3**

5

Ingredient	Amount of Lead Per Gram of Ingredient Deemed Naturally Occurring for Purposes of this Consent Judgment Only
Calcium (elemental)	0.8 micrograms

6
7

8 **3.4 Testing**

9 3.4.1 Beginning 30 days after the Effective Date and continuing for a period of
10 three years thereafter, for any of the Covered Products Premier is manufacturing for sale in
11 California, Distributing into California, or directly selling to any consumer located in California,
12 at least once every six months, Premier shall have three randomly selected samples from a single
13 lot of each Covered Product (in the form intended for sale to the end-user) tested for lead
14 content. The term "lot," as used herein, means one manufacturing cycle. Each lot shall be
15 designated by a numbers, letters, or a combination of numbers and letters unique to that lot, and
16 which shall be affixed or printed on each bottle or container of any of the Covered Products in
17 that lot. Each sample to be tested shall be randomly selected using a sound statistical sampling
18 plan, and shall be identified in Premier's request to the laboratory for testing as being submitted
19 pursuant to this Consent Judgment. For each Covered Product, the second highest lead content
20 test result of the three randomly selected and tested samples shall be used for calculating the
21 daily lead exposure level for that Covered Product as set forth in Section 3.3 above, unless all
22 three results are the same, in which case, the lead content test result that is the same for all three
23 samples shall be used for calculating the daily lead exposure level for that Covered Product as set
24 forth in Section 3.3 above.

25 3.4.2 Testing for lead content under Section 3.4 shall be performed using
26 closed-vessel, microwave-assisted acid digestion employing high-purity reagents, followed by
27 Inductively Coupled Plasma-Mass Spectrometry (ICP-MS), achieving a limit of quantification of
28

1 less than or equal to 0.010 mg/kg; or heat-assisted acid digestion employing high-purity reagents,
2 followed by Inductively Coupled Plasma-Mass Spectrometry (ICP-MS), achieving a limit of
3 quantification of less than or equal to 0.010 mg/kg; or any other testing method agreed upon in
4 writing by the Parties.

5 3.4.3 All testing pursuant to this Consent Judgment shall be performed by an
6 independent third-party laboratory certified by the California Environmental Laboratory
7 Accreditation Program for the analysis of heavy metals; or by an independent third-party
8 laboratory that is registered with the United States Food & Drug Administration; or by Premier
9 only if Premier provides ERC, in an attachment to the test results, proof that Premier's laboratory
10 meets the requirements of Section 3.4.2, and is either certified by the California Environmental
11 Laboratory Accreditation Program for the analysis of heavy metals or registered with the United
12 States Food & Drug Administration. Premier shall also retain all test results and documentation
13 for a period of three years from the date of the test.

14 3.4.4 Beginning 30 days after the Effective Date and continuing for a period of
15 three years thereafter, Premier shall arrange for copies of all laboratory reports with results of
16 testing for lead content under Section 3.4 to be automatically sent by the testing laboratory
17 directly to ERC within ten working days after completion of that testing. These reports shall be
18 deemed and treated by ERC as confidential information under the terms of the confidentiality
19 agreement entered into by the Parties.

20 3.4.5 Nothing in this Consent Judgment shall limit Premier's ability to conduct,
21 or require that others conduct, additional testing of the Covered Products, including the raw
22 materials used in their manufacture.

23 3.4.6 The testing and sampling methodology set forth in Section 3.4 is a result
24 of negotiation and compromise, and is accepted by the Parties for the purposes of settling,
25 compromising, and resolving the issues in this action, including future compliance with Section
26 3 of this Consent Judgment, and shall not be used for any purpose or in any other matter, except
27 for the purposes of determining future compliance with this Consent Judgment.

28 ///

1 **3.5 Products in the Stream of Commerce**

2 The injunctive relief set forth in Section 3 shall not apply to any of the Covered Products
3 that Premier puts into the stream of commerce before the Effective Date. On the Effective Date,
4 Premier shall provide ERC with the last lot number and expiration date for each of the Covered
5 Products in the stream of commerce as of the Effective Date. The information Premier provides
6 to ERC pursuant to this section shall be deemed and treated by ERC as confidential information
7 under the terms of the confidentiality agreement entered into by the Parties.

8 **4. SETTLEMENT PAYMENT**

9 **4.1 Total Payment**

10 In full and final satisfaction of civil penalties, payment in lieu of further civil penalties,
11 ERC's expenses and costs of litigation, and ERC's attorney fees, Premier shall, within 10
12 business days after the Effective Date, issue a single check in the amount of \$145,000 ("Total
13 Settlement Amount"), made payable to "Environmental Research Center – ERC Escrow
14 Account", and send the check by first-class registered or certified mail, or overnight delivery,
15 directly to ERC at the following address:

16 Environmental Research Center
17 3111 Camino Del Rio North, Suite 400
18 San Diego, CA 92108

18 Premier shall also issue a single IRS Federal Tax Form 1099 for the above payment to ERC.
19 Sections 4.2-4.5 below describe the agreed partition of the Total Settlement Amount.

20 **4.2 Civil Penalty**

21 As a portion of the Total Settlement Amount, \$33,964 shall be considered a civil penalty
22 pursuant to California Health and Safety Code § 25249.7(b)(1). ERC shall remit 75% (\$25,473)
23 of the civil penalties to the Office of Environmental Health Hazard Assessment ("OEHHA") for
24 deposit in the Safe Drinking Water and Toxic Enforcement Fund in accordance with California
25 Health and Safety Code § 25249.12(c), and a copy of the transmittal letter will be sent to
26 Defendant's counsel. ERC will retain the remaining 25% (\$8,491) of the civil penalty.

27 **4.3 Payment in Lieu of Further Civil Penalties**

28 As a portion of the Total Settlement Amount, \$50,949 shall be considered a payment to

1 ERC in lieu of further civil penalties for activities such as (1) funding the investigating,
2 researching and testing of consumer products that may contain Proposition 65 listed chemicals;
3 (2) funding grants to California non-profit foundations/entities dedicated to public health;
4 (3) funding ERC's Got Lead? Program to assist consumers in testing products for lead content;
5 (4) funding post-settlement monitoring of past consent judgments; (5) funding to maintain ERC's
6 database of lead-free products, Proposition 65-compliant products and contaminated products;
7 (6) funding to track and catalog Proposition 65-compliant, contamination-free sources of
8 ingredients used in the products ERC tests; and (7) funding the continued day to day business of
9 enforcement of Proposition 65 matters which address contaminated ingestible products, similar
10 to the subject matter of this action.

11 **4.4 Reimbursement of Expenses and Costs**

12 As a portion of the Total Settlement Amount, \$19,212 shall be considered a
13 reimbursement to ERC for its reasonable investigation costs associated with the enforcement of
14 Proposition 65 and other expenses and costs incurred as a result of investigating, bringing this
15 matter to Premier's attention, litigating and negotiating a settlement in the public interest.

16 **4.5 Attorney Fees**

17 As a portion of the Total Settlement Amount, \$40,875 shall be considered a payment to
18 ERC for its attorneys' fees of Philip T. Emmons (\$39,562.50) and Karen A. Evans (\$1,312.50).

19 **5. COSTS AND FEES**

20 Except as expressly set forth herein in Section 4, each Party shall bear its own attorneys'
21 fees, costs and expenses in this action.

22 **6. RELEASE**

23 6.1 ERC, acting on its own behalf and in the public interest, releases Premier and its
24 officers, directors, shareholders, employees, agents, representatives, parent companies,
25 subsidiaries, divisions, subdivisions, affiliates, franchisees, licensees, successors, assigns and
26 attorneys, and suppliers, manufacturers, distributors, wholesalers, retailers and all other entities
27 in the distribution chain of the Covered Products, but excluding private label customers,
28 (collectively "Released Parties"), from all claims for violations of Proposition 65 up through the

1 Effective Date based on exposure to lead from the Covered Products as set forth in the Notices of
2 Violations and the Amended Complaint.

3 6.2 Compliance with the terms of this Consent Judgment shall be deemed to
4 constitute compliance by any of the Released Parties with Proposition 65 with respect to
5 consumer exposures to lead from the Covered Products as set forth in the Notices of Violations
6 and the Amended Complaint.

7 6.3 ERC on behalf of itself only, on the one hand, and Premier, on the other hand,
8 release and waive all claims they may have against each other and their respective officers,
9 directors, employees, agents, representatives and attorneys for any statements or actions made or
10 undertaken by them or their respective officers, directors, employees, agents, representatives and
11 attorneys in connection with the Notices of Violations or this action.

12 6.4 Nothing in this release is intended to apply to any occupational or environmental
13 exposures arising under Proposition 65, nor shall it apply to any of Premier's products other than
14 the Covered Products.

15 **7. MOTION FOR COURT APPROVAL**

16 7.1 Upon execution of this Consent Judgment by the Parties, ERC shall notice,
17 prepare, and file a Motion for Approval & Entry of Consent Judgment pursuant to 11 California
18 Code of Regulations § 3000, *et seq.* This motion shall be served upon Premier and upon the
19 California Attorney General's Office. Premier and ERC shall use their best efforts to support
20 entry of this Consent Judgment in the form submitted to the Court for approval.

21 7.2 If, after service of the Motion for Approval & Entry of Consent Judgment, the
22 California Attorney General objects in writing to any term in this Consent Judgment or files an
23 opposition to the motion, the Parties shall use their best efforts to resolve the concern in a timely
24 manner prior to the hearing on the motion. If the concern of the California Attorney General is
25 not resolved prior to the hearing on the motion, any Party may withdraw from this Consent
26 Judgment prior to the date of the hearing, with notice to all Parties in accordance with Paragraph
27 17 below and notice to the California Attorney General's Office, and upon such notice this
28 Consent Judgment shall be null and void.

1 7.3 This Consent Judgment shall be effective only after it has been entered by the
2 Court. Otherwise, it shall be of no force or effect and cannot be used in any other proceeding for
3 any purpose.

4 **8. RETENTION OF JURISDICTION**

5 This Court shall retain jurisdiction of this matter to enforce, modify, or terminate this
6 Consent Judgment.

7 **9. MODIFICATION OF CONSENT JUDGMENT**

8 This Consent Judgment after its entry by the Court may be modified by the Parties only
9 as follows: (1) upon written agreement of the Parties and upon entry of a modified Consent
10 Judgment by the Court based on such a written agreement of the Parties; or (2) should there be
11 an amendment to Proposition 65 or should the Office of Environmental Health Hazard
12 Assessment (“OEHHA”) promulgate regulations that establish a Maximum Allowable Dose
13 Level for lead that is more or less stringent than 0.5 micrograms per day, this Consent Judgment
14 shall be deemed modified by the Parties (without the need for any further action by the Court) on
15 the date the amendment becomes effective or the regulations become effective to incorporate that
16 new standard into Section 3.1 of this Consent Judgment. In the event of an agreed upon
17 modification by the Parties, Premier shall reimburse ERC its attorneys’ fees and costs associated
18 with a joint motion or application to the Court in support of the agreed upon modification of the
19 Consent Judgment.

20 **10. ENFORCEMENT OF CONSENT JUDGMENT; GOOD FAITH ATTEMPT TO**
21 **RESOLVE DISPUTES**

22 In the event a dispute arises with respect to any Party’s compliance with the terms and/or
23 conditions of this Consent Judgment after its entry by the Court, the Party seeking compliance of
24 another Party shall make a good faith attempt to resolve the dispute by conferring with the other
25 Party in person, by telephone or by written communication before seeking relief from the Court.
26 If the dispute is not resolved after such an attempt, this Consent Judgment may be enforced in
27 this Court pursuant to Code of Civil Procedure § 664.4 or any other valid provision of the law.
28 The prevailing party in any such dispute brought to this Court for resolution shall be awarded all

1 reasonable costs and attorney's fees. As used in the preceding sentence, the term "prevailing
2 party" means a party who is successful in obtaining relief more favorable to it than the relief the
3 other party was agreeable to providing during the Parties' good faith attempt to resolve the
4 dispute that is the subject of such an enforcement proceeding.

5 **11. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

6 In the event that, after entry of this Consent Judgment in its entirety, any of the provisions
7 hereof are subsequently held by a court to be unenforceable, the validity of the enforceable
8 provisions shall not be adversely affected.

9 **12. GOVERNING LAW**

10 The terms of this Consent Judgment shall be governed by the laws of the State of
11 California and apply within the State of California.

12 **13. RELATION TO OTHER ACTIONS**

13 This Consent Judgment shall have no application or effect on Premier for sales of the
14 Covered Products to consumers located outside the State of California.

15 **14. DRAFTING**

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

24 **15. ENTIRE AGREEMENT**

25 This Consent Judgment contains the sole and entire agreement and understanding of the
26 Parties with respect to the entire subject matter hereof, and supersedes and replaces any and all
27 prior agreements or understandings, written or oral, with regard to the matters set forth herein.
28 No other agreements or understandings not specifically referred to herein, oral or otherwise, shall

1 be deemed to exist or to bind any of the Parties.

2 **16. EXECUTION IN COUNTERPARTS**

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

6 **17. NOTICES**

7 All notices required by this Consent Judgment to be given to any Party shall be sent by
8 first-class registered or certified mail, or overnight delivery, to all of the following:

9
10 **FOR ERC:**

11 Chris Heptinstall, Executive Director
12 Environmental Research Center
13 3111 Camino Del Rio North, Suite 400
San Diego, CA 92108

14 Philip T. Emmons
15 Law Office of Philip T. Emmons
16 1990 North California Blvd., 8th Floor
Walnut Creek, CA 94596-3742

17 Karen A. Evans
18 Law Office of Karen A. Evans
19 4218 Biona Place
San Diego, CA 92116

20
21 **FOR PREMIER:**

22 Robert J. Marshall, Managing Member
23 Texas Supplements, LLC,
24 General Partner of Premier Research Labs, LP
Premier Research Labs, LP
25 3500 Wadley Place, Building B
Austin, TX 78728

26 Hesaam Moallem, General Counsel
27 Premier Research Labs, LP
28 3500 Wadley Place, Building B
Austin, TX 78728

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

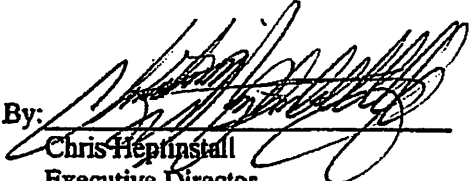
5 **18. AUTHORITY TO STIPULATE TO THIS CONSENT JUDGMENT**

6 Each person signing this Consent Judgment on behalf of a Party certifies that he or she is
7 fully authorized by that Party to stipulate to the terms and conditions of this Consent Judgment
8 on behalf of that Party, to enter into and execute this Consent Judgment on behalf of that Party,
9 and to legally bind that Party to this Consent Judgment. Each person signing this Consent
10 Judgment on behalf of a Party represents and warrants that he or she has read and understands
11 this Consent Judgment, and agrees to all of the terms and conditions of this Consent Judgment on
12 behalf of that Party.

13
14 **IT IS SO STIPULATED:**


15
16 Dated: 4/1/2014

ENVIRONMENTAL RESEARCH CENTER

17
18
19 By: 
Chris Heptinstall
Executive Director

20
21 Dated: 3/24/14

PREMIER RESEARCH LABS, LP

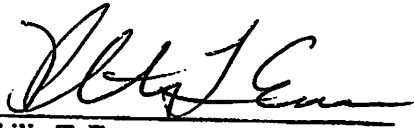
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23
24 By: 
Robert J. Marshall
25 Managing Member of Texas Supplements, LLC,
26 General Partner of Premier Research Labs, LP
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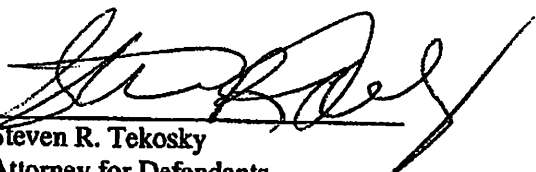
Dated: 4/1/14

LAW OFFICE OF PHILIP T. EMMONS

By: 
Philip T. Emmons
Attorney for Plaintiff
ENVIRONMENTAL RESEARCH CENTER

Dated: 3-24-14

TATRO TEKOSKY SADWICK LLP

By: 
Steven R. Tekosky
Attorney for Defendants
PREMIER RESEARCH LABS, LP,
TEXAS SUPPLEMENTS, LLC, and
QUANTUM NUTRITION LABS

ORDER AND JUDGMENT

Based on the Parties' stipulation, and good cause appearing therefor, this Consent Judgment is approved and judgment is hereby entered according to its terms.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: _____

Judge of the Superior Court

EXHIBIT A

LAW OFFICE OF
PHILIP T. EMMONS
208 Normandy Lane
Walnut Creek, CA 94598
Tel: (925) 349-4029
E-Mail: p-emmons@hotmail.com

September 13, 2010

VIA CERTIFIED MAIL

Current CEO or President
Premier Research Labs L.P.
3500 Wadley Place, Suite B
Austin, TX 78728

Robert J. Marshall
(Premier Research Labs L.P.'s Agent
for Service of Process)
2000 N. Mays, Suite 120
Round Rock, TX 78665

Current CEO or President
Texas Supplements, LLC
2000 N. Mays, Suite 120
Round Rock, TX 78664

Current CEO or President
Quantum Nutrition Labs
3500 Wadley Place Bldg. B
Austin, TX 78728

Current CEO or President
Health Products USA
100 Crawford Street
Leominster, MA 01453

Office of the California Attorney General
Prop 65 Enforcement Reporting
1515 Clay Street, Suite 2000
P.O. Box 70550
Oakland, CA 94612-0550

VIA PRIORITY MAIL

District Attorneys of All California Counties
and Select City Attorneys
(See Attached Certificate of Service)

EXHIBIT A

Re: Notice of Violations of California Health & Safety Code Section 25249.5 *et seq.*

Dear Addressees:

I represent the Environmental Research Center ("ERC") in connection with this Notice of Violations of California's Safe Drinking Water and Toxic Enforcement Act of 1986, which is codified at California Health & Safety Code Section 25249.5 *et seq.* and also referred to as Proposition 65.

ERC is a California non-profit corporation dedicated to, among other causes, helping safeguard the public from health hazards by bringing about a reduction in the use and misuse of hazardous and toxic

chemicals, facilitating a safe environment for consumers and employees, and encouraging corporate responsibility.

The names of the companies covered by this notice that violated Proposition 65 (hereinafter "the Violators") are:

Premier Research Labs L.P.
Texas Supplements, LLC
Quantum Nutrition Labs
Health Products USA

The products that are the subject of this notice and the chemicals in those products identified as exceeding allowable levels are:

PREMIER RESEARCH LABS Quantum Cleanse Blend - Lead
PREMIER RESEARCH LABS Quantum Rx Lean-Body Whey – Lead
PREMIER RESEARCH LABS Oncaplex Botanical Supplement - Lead
PREMIER RESEARCH LABS Gold-360 - Lead

On February 27, 1987, the State of California officially listed lead as a chemical known to cause developmental toxicity, and male and female reproductive toxicity. On October 1, 1992, the State of California officially listed lead as chemical known to cause cancer.


This letter is a notice to each of the Violators and the appropriate governmental authorities of the Proposition 65 violations concerning the listed products. This notice covers all violations of Proposition 65 involving the Violators currently known to ERC from the information now available. ERC may continue to investigate other products that may reveal further violations. A summary of Proposition 65, prepared by the Office of Environmental Health Hazard Assessment, is enclosed with the copy of this letter to each of the Violators.

Each of the Violators has manufactured, marketed, distributed, and/or sold the listed products, which have exposed and continue to expose numerous individuals within California to the identified chemicals. The primary route of exposure to these chemicals has been through ingestion, but may have also occurred through inhalation and/or dermal contact. Proposition 65 requires that a clear and reasonable warning be provided prior to exposure to the identified chemicals. The method of warning should be a warning that appears on the product's label. Each of the Violators violated Proposition 65 because they failed to provide an appropriate warning to persons using these products that they are being exposed to the identified chemicals.

Pursuant to Section 25249.7(d) of the statute, ERC intends to file a citizen enforcement action sixty days after effective service of this notice unless each of the Violators agrees in an enforceable written instrument to: (1) reformulate the listed products so as to eliminate further exposures to the identified chemicals; and (2) pay an appropriate civil penalty. Consistent with the public interest goals of Proposition 65 and my client's objectives in pursuing this notice, ERC is interested in seeking a constructive resolution to this matter. Such resolution will avoid both further unwarned consumer exposures to the identified chemicals and expensive and time consuming litigation. ERC's address 5694 Mission Center Road #199, San Diego, CA 92108; Tel. (619) 309-4194. However, ERC has retained me in connection with this matter, and all communications regarding this Notice of Violations should be directed to my attention at the above listed law office address and telephone number.

Notice of Violations of California Health & Safety Code §25249.5 *et seq.*
September 13, 2010
Page 3

Sincerely,



Philip T. Emmons, Esq.

cc: Karen Evans

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to to Premier Research Labs L.P., Premier Research Labs L.P.'s Registered Agent, Texas
Supplements, LLC, Quantum Nutrition Labs, and Health Products USA only)

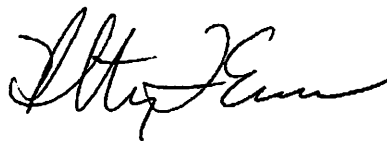
Additional Supporting Information for Certificate of Merit (to AG only)

CERTIFICATE OF MERIT

Re: Environmental Research Center's Notice of Proposition 65 Violations by Premier Research Labs L.P., Texas Supplements, LLC, Quantum Nutrition Labs, and Health Products USA

I, Philip T. Emmons, declare:

1. This Certificate of Merit accompanies the attached sixty-day notice in which it is alleged the party identified in the notice violated California Health & Safety Code Section 25249.6 by failing to provide clear and reasonable warnings.
2. I am an attorney for the noticing party.
3. I have consulted with one or more persons with relevant and appropriate experience or expertise who have reviewed facts, studies, or other data regarding the exposure to the listed chemical that is the subject of the notice.
4. Based on the information obtained through those consultants, and on other information in my possession, I believe there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a credible basis that all elements of the plaintiff's case can be established and that the information did not prove that the alleged violator will be able to establish any of the affirmative defenses set forth in the statute.
5. Along with the copy of this Certificate of Merit served on the Attorney General is attached additional factual information sufficient to establish the basis for this certificate, including the information identified in California Health & Safety Code §25249.7(h)(2), i.e., (1) the identity of the persons consulted with and relied on by the certifier, and (2) the facts, studies, or other data reviewed by those persons.



Dated: September 13, 2010

Philip T. Emmons

CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury under the laws of the State of California that the following is true and correct:

I am a citizen of the United States, over the age of 18 years of age, and am not a party to the within entitled action. My business address is 306 Joy Street, Fort Oglethorpe, Georgia 30742

On September 13, 2010, I served the following documents: **NOTICE OF VIOLATIONS OF CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; "THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986 (PROPOSITION 65): A SUMMARY"**

On the following parties by placing a true and correct copy thereof in a sealed envelope, addressed to the party listed below and depositing it in a US Postal Service Office for delivery by Certified Mail:

Current CEO or President
Premier Research Labs L.P.
3500 Wadley Place, Suite B
Austin, TX 78728

Current CEO or President
Quantum Nutrition Labs
3500 Wadley Place Bldg. B
Austin, TX 78728

Robert J. Marshall
(Premier Research Labs L.P.'s Agent
for Service of Process)
2000 N. Mays, Suite 120
Round Rock, TX 78664

Current CEO or President
Health Products USA
100 Crawford Street
Leominster, MA 01453

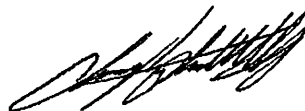
Current CEO or President
Texas Supplements, LLC
2000 N. Mays, Suite 120
Round Rock, TX 78665

On September 13, 2010, I served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; ADDITIONAL SUPPORTING INFORMATION FOR CERTIFICATE OF MERIT AS REQUIRED BY CALIFORNIA HEALTH & SAFETY CODE §25249.7(d)(1)** on the following parties by placing a true and correct copy thereof in a sealed envelope, addressed to the party listed below and depositing it in a US Postal Service Office for delivery by Certified Mail:

Office of the California Attorney General
Prop 65 Enforcement Reporting
1515 Clay Street, Suite 2000
Post Office Box 70550
Oakland, CA 94612-0550

On September 13, 2010, I served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT** on each of the parties on the Service List attached hereto by placing a true and correct copy thereof in a sealed envelope, addressed to each of the parties **on the Service List attached hereto**, and depositing it with the U.S. Postal Service for delivery by Priority Mail.

Executed on September 13, 2010, in Fort Oglethorpe, Georgia.



Chris Heptinstall

Service List

District Attorney, Alameda County
1225 Fallon Street, Room 900
Oakland, CA 94612

District Attorney, Alpine County
P.O. Box 248
Markleeville, CA 96120

District Attorney, Amador County
708 Court Street, #202
Jackson, CA 95642

District Attorney, Butte County
25 County Center Drive
Oroville, CA 95965

District Attorney, Calaveras County
891 Mountain Ranch Road
San Andreas, CA 95249

District Attorney, Colusa County
547 Market Street
Colusa, CA 95932

District Attorney, Contra Costa County
900 Ward Street
Martinez, CA 94553

District Attorney, Del Norte County
450 H Street, Ste. 171
Crescent City, CA 95531

District Attorney, El Dorado County
515 Main Street
Placerville, CA 95667

District Attorney, Fresno County
2220 Tulare Street, #1000
Fresno, CA 93721

District Attorney, Glenn County
Post Office Box 430
Willows, CA 95988

District Attorney, Humboldt County
825 5th Street
Eureka, CA 95501

District Attorney, Imperial County
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El Centro, CA 92243

District Attorney, Inyo County
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District Attorney, Kern County
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District Attorney, Kings County
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District Attorney, Lake County
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District Attorney, Lassen County
220 South Lassen Street, Ste. 8
Susanville, CA 96130

District Attorney, Los Angeles County
210 West Temple Street, Rm 345
Los Angeles, CA 90012

District Attorney, Madera County
209 West Yosemite Avenue
Madera, CA 93637

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San Rafael, CA 94903

District Attorney, Mariposa County
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Mariposa, CA 95338

District Attorney, Mendocino County
Post Office Box 1000
Ukiah, CA 95482

District Attorney, Merced County
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Merced, CA 95340

District Attorney, Modoc County
204 S Court Street, Room 202
Alturas, CA 96101-4020

District Attorney, Mono County
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Bridgeport, CA 93517

District Attorney, Monterey County
230 Church Street, Bldg 2
Salinas, CA 93901

District Attorney, Napa County
931 Parkway Mall
Napa, CA 94559

District Attorney, Nevada County
110 Union Street
Nevada City, CA 95959

District Attorney, Orange County
401 Civic Center Drive West
Santa Ana, CA 92701

Notice of Violations of California Health & Safety Code §25249.5 *et seq.*

September 13, 2010

Page 7

District Attorney, Placer County
10810 Justice Center Drive, Ste 240
Roseville, CA 95678

District Attorney, Plumas County
520 Main Street, Room 404
Quincy, CA 95971

District Attorney, Riverside County
4075 Main Street, 1st Floor
Riverside, CA 92501

District Attorney, Sacramento County
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Sacramento, CA 9581

District Attorney, San Benito County
419 Fourth Street, 2nd Floor
Hollister, CA 95023

District Attorney, San Bernardino County
316 N. Mountain View Avenue
San Bernardino, CA 92415-0004

District Attorney, San Diego County
330 West Broadway, Room 1300
San Diego, CA 92101

District Attorney, San Francisco County
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San Francisco, CA 94103

District Attorney, San Joaquin County
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Stockton, CA 95201

District Attorney, San Luis Obispo County
1050 Monterey Street, Room 450
San Luis Obispo, CA 93408

District Attorney, San Mateo County
400 County Ctr., 3rd Floor
Redwood City, CA 94063

District Attorney, Santa Barbara County
1105 Santa Barbara Street
Santa Barbara, CA 93101

District Attorney, Santa Clara County
70 West Hedding Street
San Jose, CA 95110

District Attorney, Santa Cruz County
701 Ocean Street, Room 200
Santa Cruz, CA 95060

District Attorney, Shasta County
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Redding, CA 96001-1632

District Attorney, Sierra County
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District Attorney, Siskiyou County
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Fairfield, CA 94533

District Attorney, Sonoma County
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District Attorney, Stanislaus County
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Modesto, CA 95353

District Attorney, Sutter County
446 Second Street
Yuba City, CA 95991

District Attorney, Tehama County
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Red Bluff, CA 96080

District Attorney, Trinity County
Post Office Box 310
Weaverville, CA 96093

District Attorney, Tulare County
221 S. Mooney Avenue, Room 224
Visalia, CA 93291

District Attorney, Tuolumne County
423 N. Washington Street
Sonora, CA 95370

District Attorney, Ventura County
800 South Victoria Avenue
Ventura, CA 93009

District Attorney, Yolo County
301 2nd Street
Woodland, CA 95695

District Attorney, Yuba County
215 Fifth Street
Marysville, CA 95901

Los Angeles City Attorney's Office
City Hall East
200 N. Main Street, Rm 800
Los Angeles, CA 90012

San Diego City Attorney's Office
1200 3rd Avenue, Ste 1620
San Diego, CA 92101

San Francisco City Attorney's Office
City Hall, Room 234
1 Drive Carlton B Goodlett Place
San Francisco, CA 94102

San Jose City Attorney's Office
200 East Santa Clara Street
San Jose, CA 95113

LAW OFFICE OF
PHILIP T. EMMONS
208 Normandy Lane
Walnut Creek, CA 94598
Tel: (925) 349-4029
E-Mail: p-emmons@hotmail.com

January 14, 2011

VIA CERTIFIED MAIL

Current CEO or President
Premier Research Labs L.P.
3500 Wadley Place, Suite B
Austin, TX 78728

Robert J. Marshall
(Premier Research Labs L.P.'s Agent
for Service of Process)
2000 N. Mays, Suite 120
Round Rock, TX 78665

Current CEO or President
Texas Supplements, LLC
3500 Wadley Place, Suite B
Austin, TX 78728

Robert J. Marshall
(Texas Supplements, LLC's Registered
Agent for Service of Process)
2000 N. Mays, Suite 120
Round Rock, TX 78664

Current CEO or President
Quantum Nutrition Labs
3500 Wadley Place Bldg. B
Austin, TX 78728

Current CEO or President
Health Products USA
100 Crawford Street
Leominster, MA 01453

Office of the California Attorney General
Prop 65 Enforcement Reporting
1515 Clay Street, Suite 2000
P.O. Box 70550
Oakland, CA 94612-0550

VIA PRIORITY MAIL

District Attorneys of All California Counties
and Select City Attorneys
(See Attached Certificate of Service)

Re: Notice of Violations of California Health & Safety Code Section 25249.5 et seq.

Notice of Violations of California Health & Safety Code §25249.5 *et seq.*
January 14, 2011
Page 2

Dear Addressees:

I represent the Environmental Research Center (“ERC”) in connection with this Notice of Violations of California’s Safe Drinking Water and Toxic Enforcement Act of 1986, which is codified at California Health & Safety Code Section 25249.5 *et seq.* and also referred to as Proposition 65.

ERC is a California non-profit corporation dedicated to, among other causes, helping safeguard the public from health hazards by bringing about a reduction in the use and misuse of hazardous and toxic chemicals, facilitating a safe environment for consumers and employees, and encouraging corporate responsibility.

The names of the companies covered by this notice that violated Proposition 65 (hereinafter “the Violators”) are:

Premier Research Labs L.P.
Texas Supplements, LLC
Quantum Nutrition Labs
Health Products USA

The products that are the subject of this notice and the chemicals in those products identified as exceeding allowable levels are:

Premier Research Labs Quantum Hyssop Complex 60 Capsules - Lead
Premier Research Labs ParaStat 60 Capsules - Lead
Premier Research Labs Quantum Maitake Complex 60 Capsules - Lead
Premier Research Labs Medi-Clay 170 g - Lead
Premier Research Labs Quantum Cleanse Blend 180 Capsules - Lead
Premier Research Labs Amla Royale (340g) - Lead
Premier Research Labs Quantum Greens Mix (227g) - Lead

On February 27, 1987, the State of California officially listed lead as a chemical known to cause developmental toxicity, and male and female reproductive toxicity. On October 1, 1992, the State of California officially listed lead as chemical known to cause cancer.

This letter is a notice to each of the Violators and the appropriate governmental authorities of the Proposition 65 violations concerning the listed products. This notice covers all violations of Proposition 65 involving the Violators currently known to ERC from the information now available. ERC may continue to investigate other products that may reveal further violations. A summary of Proposition 65, prepared by the Office of Environmental Health Hazard Assessment, is enclosed with the copy of this letter to each of the Violators.

Each of the Violators has manufactured, marketed, distributed, and/or sold the listed products, which have exposed and continue to expose numerous individuals within California to the identified chemicals. The consumer exposures that are the subject of this notice result from the purchase, acquisition, handling and/or recommended use of these products by consumers. The primary route of exposure to these chemicals has been through ingestion, but may have also occurred through inhalation and/or dermal contact. Proposition 65 requires that a clear and reasonable warning be provided prior to exposure to the identified chemicals. The method of warning should be a warning that appears on the product’s label. Each of the Violators violated

Notice of Violations of California Health & Safety Code §25249.5 *et seq.*

January 14, 2011


Page 3

Proposition 65 because they failed to provide an appropriate warning to persons using and/or handling these products that they are being exposed to the identified chemicals. Each of these ongoing violations has occurred on every day since January 14, 2011, as well as every day since the products were introduced in the California marketplace, and will continue every day until clear and reasonable warnings are provided to product purchasers and users.

Pursuant to Section 25249.7(d) of the statute, ERC intends to file a citizen enforcement action sixty days after effective service of this notice unless each of the Violators agrees in an enforceable written instrument to: (1) reformulate the listed products so as to eliminate further exposures to the identified chemicals; and (2) pay an appropriate civil penalty. Consistent with the public interest goals of Proposition 65 and my client's objectives in pursuing this notice, ERC is interested in seeking a constructive resolution to this matter. Such resolution will avoid both further unwarned consumer exposures to the identified chemicals and expensive and time consuming litigation.

ERC's address 5694 Mission Center Road #199, San Diego, CA 92108; Tel. (619) 309-4194. However, ERC has retained me in connection with this matter, and all communications regarding this Notice of Violations should be directed to my attention at the above listed law office address and telephone number.

Sincerely,



Philip T. Emmons, Esq.

cc: Karen Evans

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to Premier Research Labs L.P., its Registered Agent for Service of Process; Texas Supplements, LLC, its Registered Agent for Service of Process; Quantum Nutrition Labs; and Health Products USA only)

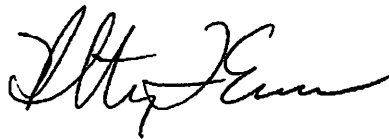
Additional Supporting Information for Certificate of Merit (to AG only)

CERTIFICATE OF MERIT

Re: Environmental Research Center's Notice of Proposition 65 Violations by Premier Research Labs L.P., Texas Supplements, LLC, Quantum Nutrition Labs, and Health Products USA

I, Philip T. Emmons, declare:

1. This Certificate of Merit accompanies the attached sixty-day notice in which it is alleged the party identified in the notice violated California Health & Safety Code Section 25249.6 by failing to provide clear and reasonable warnings.
2. I am an attorney for the noticing party.
3. I have consulted with one or more persons with relevant and appropriate experience or expertise who have reviewed facts, studies, or other data regarding the exposure to the listed chemical that is the subject of the notice.
4. Based on the information obtained through those consultants, and on other information in my possession, I believe there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a credible basis that all elements of the plaintiff's case can be established and that the information did not prove that the alleged violator will be able to establish any of the affirmative defenses set forth in the statute.
5. Along with the copy of this Certificate of Merit served on the Attorney General is attached additional factual information sufficient to establish the basis for this certificate, including the information identified in California Health & Safety Code §25249.7(h)(2), i.e., (1) the identity of the persons consulted with and relied on by the certifier, and (2) the facts, studies, or other data reviewed by those persons.



Dated: January 14, 2011

Philip T. Emmons

CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury under the laws of the State of California that the following is true and correct:

I am a citizen of the United States, over the age of 18 years of age, and am not a party to the within entitled action. My business address is 306 Joy Street, Fort Oglethorpe, Georgia 30742

On January 14, 2011, I served the following documents: **NOTICE OF VIOLATIONS OF CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; “THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986 (PROPOSITION 65): A SUMMARY”** on the following parties by placing a true and correct copy thereof in a sealed envelope, addressed to the party listed below and depositing it in a US Postal Service Office for delivery by Certified Mail:

Current CEO or President
Premier Research Labs L.P.
3500 Wadley Place, Suite B
Austin, TX 78728

Current CEO or President
Texas Supplements, LLC
3500 Wadley Place, Suite B
Austin, TX 78728

Current CEO or President
Quantum Nutrition Labs
3500 Wadley Place Bldg. B
Austin, TX 78728

Robert J. Marshall
(Premier Research Labs L.P.’s Agent
for Service of Process)
2000 N. Mays, Suite 120
Round Rock, TX 78664

Robert J. Marshall
(Texas Supplements, LLC’s
Registered Agent for Service of Process)
2000 N. Mays, Suite 120
Round Rock, TX 78664

Current CEO or President
Health Products USA
100 Crawford Street
Leominster, MA 01453

On January 14, 2011, I served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; ADDITIONAL SUPPORTING INFORMATION FOR CERTIFICATE OF MERIT AS REQUIRED BY CALIFORNIA HEALTH & SAFETY CODE §25249.7(d)(1)** on the following parties by placing a true and correct copy thereof in a sealed envelope, addressed to the party listed below and depositing it in a US Postal Service Office for delivery by Certified Mail:

Office of the California Attorney General
Prop 65 Enforcement Reporting
1515 Clay Street, Suite 2000
Post Office Box 70550
Oakland, CA 94612-0550

On January 14, 2011, I served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT** on each of the parties on the Service List attached hereto by placing a true and correct copy thereof in a sealed envelope, addressed to each of the parties **on the Service List attached hereto**, and depositing it with the U.S. Postal Service for delivery by Priority Mail.

Executed on January 14, 2011, in Fort Oglethorpe, Georgia.



Chris Heptinstall

Service List

District Attorney, Alameda County
1225 Fallon Street, Room 900
Oakland, CA 94612

District Attorney, Alpine County
P.O. Box 248
Markleeville, CA 96120

District Attorney, Amador County
708 Court Street, #202
Jackson, CA 95642

District Attorney, Butte County
25 County Center Drive
Oroville, CA 95965

District Attorney, Calaveras County
891 Mountain Ranch Road
San Andreas, CA 95249

District Attorney, Colusa County
547 Market Street
Colusa, CA 95932

District Attorney, Contra Costa County
900 Ward Street
Martinez, CA 94553

District Attorney, Del Norte County
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Crescent City, CA 95531

District Attorney, El Dorado County
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Placerville, CA 95667

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District Attorney, Humboldt County
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Hanford, CA 93230

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District Attorney, Lassen County
220 South Lassen Street, Ste. 8
Susanville, CA 96130

District Attorney, Los Angeles County
210 West Temple Street, Rm 345
Los Angeles, CA 90012

District Attorney, Madera County
209 West Yosemite Avenue
Madera, CA 93637

District Attorney, Marin County
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San Rafael, CA 94903

District Attorney, Mariposa County
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District Attorney, Mendocino County
Post Office Box 1000
Ukiah, CA 95482

District Attorney, Merced County
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Merced, CA 95340

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204 S Court Street, Room 202
Alturas, CA 96101-4020

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Salinas, CA 93901

District Attorney, Napa County
931 Parkway Mall
Napa, CA 94559

District Attorney, Nevada County
110 Union Street
Nevada City, CA 95959

District Attorney, Orange County
401 Civic Center Drive West
Santa Ana, CA 92701

Notice of Violations of California Health & Safety Code §25249.5 *et seq.*

January 14, 2011

Page 7

District Attorney, Placer County
10810 Justice Center Drive, Ste 240
Roseville, CA 95678

District Attorney, Plumas County
520 Main Street, Room 404
Quincy, CA 95971

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Sacramento, CA 9581

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Hollister, CA 95023

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San Bernardino, CA 92415-0004

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1050 Monterey Street, Room 450
San Luis Obispo, CA 93408

District Attorney, San Mateo County
400 County Ctr., 3rd Floor
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Santa Barbara, CA 93101

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Santa Cruz, CA 95060

District Attorney, Shasta County
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Redding, CA 96001-1632

District Attorney, Sierra County
PO Box 457
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District Attorney, Yuba County
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Marysville, CA 95901

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Los Angeles, CA 90012

San Diego City Attorney's Office
1200 3rd Avenue, Ste 1620
San Diego, CA 92101

San Francisco City Attorney's Office
City Hall, Room 234
1 Drive Carlton B Goodlett Place
San Francisco, CA 94102

San Jose City Attorney's Office
200 East Santa Clara Street
San Jose, CA 95113