

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA” or “Agreement”) is hereby entered into on or about the Effective Date (as defined below) by and between Chris Manthey, Benson Chiles, and the Mateel Environmental Justice Foundation, acting in the public interest (“Plaintiffs”) on the one hand, and the Global Organization for EPA and DHA Omega-3 (“GOED”), a 501(c)(6) not-for-profit trade association focused on growing the markets for eicosapentaenoic acid (“EPA”) and docosahexaenoic acid (“DHA”) containing products, on the other. (For convenience, Plaintiffs and GOED are collectively referred to herein as the “Parties”.)

WHEREAS:

(a) Plaintiffs previously sent 60-day notices to and/or filed a lawsuit against various manufacturers, distributors, blenders, and sellers of fish oils, fish liver oils, shark oils, and shark liver oils (“Products”) alleging that these companies failed to meet their obligations under California’s Proposition 65 law (Cal. Health & Safety Code §§ 25249.6) due to failure to provide cancer and reproductive harm warnings for exposure to polychlorinated biphenyls (“PCBs”) in Products, including fish oil supplements, marketed and sold in California;

(b) Because they have not differentiated the qualities of EPA and DHA Omega-3 containing oils from other types of oils, certain of the allegations concerning PCBs and other contaminants, such as dioxins and furans, in fish oils made by the Plaintiffs in and concerning their Proposition 65 lawsuit and in the public domain and media are of heightened interest and concern to GOED and its members;

(c) PCBs have been listed by the Governor of California as both known carcinogens and known reproductive toxins. The State of California has promulgated a Proposition 65 no significant risk level for PCBs as a carcinogen of 0.09 micrograms per day (“NSRL”); its Office of Environmental Health Hazard Assessment (“OEHHA”) has not to date promulgated a maximum daily allowable level for PCBs posing no observable reproductive effect at 1,000 times the level in question (“MADL”);

(d) 2,3,7,8-Tetrachlorodibenzo-*p*-dioxin, Polychlorinated dibenzo-*p*-dioxins, and Polychlorinated dibenzofurans (collectively “Dioxins/Furans”) have also been listed as known carcinogens by the Governor of California under Proposition 65, and 2,3,7,8-Tetrachlorodibenzo-*p*-dioxin has also been listed as a known reproductive toxin. OEHHA has promulgated a NSRL for 2,3,7,8-Tetrachlorodibenzo-*p*-dioxin but has not yet promulgated a NSRL for other Dioxins/Furans, or an MADL for any Dioxins/Furans;

(e) GOED has previously adopted a voluntary monograph (“GOED Monograph”) establishing, among other things, standards its members must meet with respect to PCBs, dioxins, and furans in their oils containing EPA and DHA, including, but not limited to in fish oils, they produce, blend, market, and sell anywhere in the world;

(f) To date, the GOED Monograph has provided for a limit of 90 nanograms per gram (“ng/g”) for PCBs in oils containing EPA and DHA based on the sum of seven specific PCB congeners

identified by the International Council for Exploration of the Seas ("ICES-7"), i.e., PCB congeners 28, 52, 101, 118, 138, 153, and 180;

(g) The GOED Monograph has also provided for a limit of 3 picograms per gram ("pg/g") of dioxin-like PCB congeners and a separate limit of 2 pg/g for dioxins and furans combined, in both cases based on an analysis of dioxin and furan toxicity equivalent factors ("TEQs") derived and published under the auspices of the World Health Organization ("WHO");

(h) The aforementioned limits set forth in the GOED Monograph for dioxin-like PCB congeners and for dioxins and furans have been, to date, the most stringent limits voluntarily self-imposed anywhere in the world to date for the regulation of PCBs, dioxins, and furans as contaminants in fish oils, and fish oil supplements and other oils containing EPA and DHA Omega-3s;

(i) In the face of the allegations made by the Plaintiffs relative to Proposition 65 and the absence of a full set of promulgated NSRLs and MADLs addressing PCBs, dioxins, and furans, GOED strongly desires to create more certainty for its members and provide for more clarity for the public as to the levels of all PCB congeners, dioxins, and furans at which Proposition 65 cancer or reproductive harm warnings are required and beneath which they are not;

(j) Plaintiffs and GOED jointly support the public being able to consume oils containing EPA and DHA Omega-3s, including fish oils and fish oil supplements, with confidence that they are safe and with the ability to differentiate them from Products which do not meet the warning-free requirements of Proposition 65 and the standards set forth in the GOED Monograph;

(k) Plaintiffs and GOED jointly seek to provide the public with the means to be reassured regarding the safety of Products, including oils containing EPA and DHA, with respect to PCBs, dioxins, and furans. They jointly believe that the achievement of such means is technically and economically feasible within a relatively short period of time for those companies which have invested or are willing to invest in the sourcing practices and contaminant control/quality assurance technologies necessary to achieve them;

and

(l) Plaintiffs and GOED wish to cooperate in achieving their mutual goals and communicating with the public on an ongoing basis with a consistent message with respect to safety and Proposition 65 compliance issues concerning PCBs, dioxins and furans in Products, including oils containing EPA and DHA.

NOW THEREFORE BE IT RESOLVED AND AGREED UPON AS BETWEEN PLAINTIFFS ACTING IN THE PUBLIC INTEREST AND GOED AS FOLLOWS:

(1) Definitions.

The following definitions shall apply with respect to this Agreement unless otherwise specified herein:

(a) "Consent to Judgment" shall mean the document attached hereto as Exhibit A.

(b) "Effective Date" shall mean March 15, 2011 or the last date on which all of the Parties have executed this MOA, whichever is later.

(c) "TEQ" shall mean the Toxicity Equivalent Factor ("TEF") of any of the 12 dioxin-like PCB congeners, the 7 dioxin congeners, and the 10 furan congeners that have had TEFs assigned under the auspices of the World Health Organization in 2005, as shown in Exhibit C, multiplied by the quantity of such congener as reported in testing as defined in subparagraph (f). (Illustration: a reported test result of 2.5 picograms for PCB congener #126, times the TEF for PCB # 126 of 0.1, would equal a TEQ for that congener of 0.25 picograms.)

(d) "Total PCBs" shall mean the sum of all 209 congeners of polychlorinated biphenyls as reported based on testing conducted pursuant to US EPA Method 1668 or 1668A. For purposes of this measurement, laboratory results that indicate that levels of individual PCB congeners are "non-detectable" or below the laboratory's detection limit shall be assumed to be valued at 50% of the laboratory's detection limit, except that in instances where individual congeners have been coeluted with non-detectable results, then all of the congeners so coeluted shall be deemed collectively to have the value of 50% of the detection limit of only one such coeluted congener. Also for purposes of this measurement, laboratory results that indicate levels of individual PCB congeners above the laboratory's detection limit but below the laboratory's quantitation limit shall be assumed to be valued at the level reported by the laboratory.

(e) "Combined TEQ" shall mean the arithmetic sum of the TEQ per gram of Covered Product, measured using U.S. EPA Methods 1668 (for dioxin-like PCBs) and 1613B (for dioxins and furans combined), of each congener identified in Exhibit B. With respect to PCBs, if the laboratory analysis indicates that a dioxin-like PCB has coeluted with any other PCB congener, and if the coelution cannot be resolved, then all of the congeners so coeluted shall be deemed collectively to have the TEQ that would result had all of the congeners so coeluted been the coeluted congener with the highest TEF. For purposes of this measurement, laboratory results that indicate that levels of dioxin-like PCBs, dioxins, and furans are "non-detectable" or below the laboratory's detection limit shall be assumed to be valued at 50% of the laboratory's detection limit. Also for purposes of this measurement, laboratory results that indicate levels of individual PCB congeners above the laboratory's detection limit but below the laboratory's quantitation limit shall be assumed to be valued at the level reported by the laboratory.

(f) "Testing" shall mean obtaining test results from a laboratory accredited by or under the auspices of the International Laboratory Accreditation Cooperation organization ("ILAC") for conducting analyses pursuant to the methods specified in subsections (d) and (e) above (including but not limited to Columbia Analytical Services, Nutrasource Diagnostics, Wellington Laboratories, Inserco, and NILU).

(g) "Reasonable Time" shall mean a time period not to exceed 120 days.

(2) Commitments by GOED.

In consideration of the terms of this MOA and the Consent to Judgment being made available to its members, GOED shall:

(a) Within a Reasonable Time following the Effective Date, revise the GOED Monograph to provide that its current limits for PCBs and dioxin-like PCBs and dioxins and furans combined shall be revised as follows:

Date Applicable:	PCBs	Dioxin-Like PCBs, Dioxins, and Furans Combined
July 31, 2011	90 ng/g Total PCBs	4 pg/g Combined TEQ/g
December 31, 2012	90 ng/g Total PCBs	3 pg/g Combined TEQ/g

(b) On an ongoing basis, continue to supervise adherence to the GOED Monograph by GOED's members through a program of: (i) notifying any GOED member if the compliance of any of its Products with the limits set forth in the GOED Monograph as revised pursuant to subparagraph (a) is brought into question, (ii) providing it with an opportunity to provide an explanation and, unless the explanation renders it unnecessary, to demonstrate compliance by submitting test results for Total PCBs and for Combined TEQ/g, as those terms are defined above, for each Product in question, (iii) suspending or revoking its membership in GOED, if such compliance is not demonstrated pursuant to item (ii) above, and (iv) communicating to Plaintiffs within a Reasonable Time of the notification required by (i) above if compliance has not by then been demonstrated pursuant to item (iii) above.

(c) Within one hundred and eighty (180) days following the Effective Date, design, contract for, fund, and implement the following focused initial testing program concerning Products of GOED members which are derived from salmon, cod, or shark ("SCS-Products"):

(i) The focused initial testing program shall involve testing a minimum of two samples per GOED member whose SCS-Products are marketed or otherwise made available for potential sale in California. The samples of SCS-Products shall be obtained by a consultant selected by GOED based on pricing and reliability, subject to approval by the plaintiffs. For SCS-Products available for sale to California consumers, the samples shall be selected randomly by the consultant from retail stores in California or via the internet; for companies that only sell their SCS-Products to businesses which may, in turn, offer them for sale in California, the samples shall be randomly selected by the consultant from a list of all SCS-Products to be produced to the consultant by each member in question. The consultant shall provide the samples they select directly to the lab GOED engages to conduct the testing based on subparagraph (iii) below. The consultant shall also be required to provide copies of the receipts for the specific products they send to the lab for testing to both GOED and the Plaintiffs;

(ii) Analysis will be for Total PCBs and for Combined TEQ/g;

(iii) The analysis will be performed by an independent lab accredited by ILAC that is selected by GOED through a competitive bidding process based on pricing and approved by Plaintiffs;

(iv) The results of the analysis will be sent to the Plaintiffs and GOED concurrently from the laboratory and used by GOED for purposes of the process described in Paragraph (2)(b) above.

(d) Within one year following the Effective Date, design, contract for, fund, and implement the additional following "spot testing" program concerning the Products:

(i) The spot testing program shall involve testing a minimum of 12 samples of products sold in California, two times per year (i.e., 24 samples per year in total). The samples shall be obtained from California retail stores by a consultant selected by GOED based on pricing and reliability, subject to approval by the plaintiffs. The samples shall be selected randomly by the consultant based on the three categories of products described in subparagraph (ii) below. (To facilitate the effort, upon their engagement, GOED shall provide the consultant with a generic description illustrating the types of products found in each of the three categories.) To help ensure a broader screening effort and avoid unnecessary repetition of results on the same product lot, the consultant shall be instructed not to select specific products for testing which they have selected for testing in the previous six months. The consultant shall provide the samples they select directly to the lab GOED engages to conduct the testing based on subparagraph (v) below. The consultant shall also be required to provide copies of the receipts for the specific products they send to the lab for testing to both GOED and the Plaintiffs;

(ii) Of each set of 12 samples, four will be of fish-liver or shark liver-derived products, six will be of standard EPA and DHA Omega-3 containing oils derived from non-liver components of fish, and two will be of concentrated EPA and DHA Omega-3 containing oils derived from non-liver components of fish;

(iii) The program will run for at least 3 years (i.e., it will consist of a minimum of 72 samples in total);

(iv) Analysis will be for Total PCBs and for Combined TEQ/g;

(v) The analysis will be performed by an independent lab accredited by ILAC that is selected by GOED through a competitive bidding process based on pricing and approved by Plaintiffs;

(vi) Within a Reasonable Time of their receipt, the results of the analysis will be shared with the Plaintiffs and used for purposes of the process described in Paragraph (2)(b) above.

(e) Not contest that complying with the standards set forth in the GOED Monograph as revised pursuant to paragraph (2)(a) above is necessary to comply with Proposition 65 in the absence of clear and reasonable Proposition 65 warnings on Products which do not meet them.

(f) Work in good faith relative to public statements and media interaction to promote the adequacy of the standards set forth in the GOED Monograph as revised pursuant to (2)(a) above, both in terms of achieving compliance with Proposition 65 and, more generally, to assure the public of the safety and health benefits of fish oil and other EPA and DHA-containing oil products that meet such standards.

(g) Work cooperatively with Plaintiffs in issuing the joint public statement attached hereto as Exhibit C and by participating with them at a joint press event to be held in conjunction with the execution of this Agreement by all Parties.

(3) Commitments by the Plaintiffs.

In consideration of the terms of this MOA and the Consent to Judgment being entered into by members of GOED, Plaintiffs shall:

(a) Not contest with respect to any Products or other oils containing EPA and DHA made, distributed, marketed or sold by any GOED member that compliance with the standards set forth in (2)(a) above is sufficient to achieve compliance with Proposition 65 and otherwise to assure the safety of the products in question with respect to chemicals covered by Proposition 65.

(b) Respond to media, consumer and other inquiries which arise concerning the safety or regulatory compliance of Products and other EPA and DHA containing oils in terms of PCBs, dioxins and/or furans by recognizing the adequacy of the standards set forth in (2)(a) above and, to the extent known by them, by acknowledging specific Products and other EPA and DHA containing oils, or categories thereof, that have been demonstrated to meet those standards.

(c) Work cooperatively with GOED in issuing the joint public statement attached hereto as Exhibit C and by participating at a joint press event to be held in conjunction with the execution of this Agreement by all Parties.

(4) Miscellaneous Provisions.

(a) This Agreement shall be effective upon the date of signature by the last party to execute the Agreement ("Effective Date"), but be null and void and of no effect if the Consent to Judgment is not approved and entered by the San Francisco Superior Court within a Reasonable Time of the Effective Date.

(b) Nothing in this MOA or the fulfillment of its obligations shall constitute an admission of any kind by the Parties, individually or collectively, as to any allegation, fact, or issue of law; nor may this Agreement may be used to establish liability in any legal proceeding brought to enforce, or challenge the application or legality of, Proposition 65.

(c) This Agreement shall constitute a contract under the laws of the State of California and be interpreted and implemented pursuant to such laws.

(d) Any disputes arising under this MOA shall be resolved by the following procedures:

(i) The Parties shall first attempt to resolve a dispute informally by meeting and conferring on any issues which arise, involving their legal counsel as appropriate;

(ii) If an issue is not resolved informally, the Parties shall mutually elect to resolve the dispute through mediation before a mutually acceptable mediator or, if a mediator is not mutually agreed upon, by a mediator selected through the draw of a lot based on a maximum of three suggestions put forward by each Party;

(iii) If an issue is not resolved through mediation within a Reasonable Time, the Parties shall submit the dispute and their respective positions for resolving it to arbitration before a mutually acceptable arbitrator or, if an arbitrator is not mutually agreed upon, by an arbitrator who previously served as a presiding or complex case Superior Court judge in California who shall be selected through the draw of a lot based on a maximum of three suggestions put forward by each Party, which decision shall be final and unappealable.

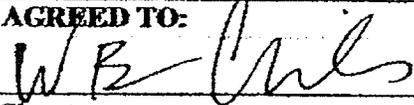
(iv) The Parties shall bear their own costs with regard to the informal dispute resolution and mediation procedures described above; however, if an issue is resolved through arbitration, the non-prevailing Party as determined by the arbitrator shall be required to reimburse the prevailing Party for any legal fees or expenses incurred in conjunction with the arbitration process.

(e) This MOA including its attached Exhibits contains the entire understanding regarding the subject matter of the Parties' agreement and supersedes all prior understandings and agreements, whether oral or in writing, regarding the subject matter contained in this Agreement. This MOA was drafted through the mutual efforts of the Parties and their respective legal counsel and no presumptions shall be made concerning its interpretation based on any indicia of the drafter of a particular provision or based on any titles, headings, headers, footers, or metadata contained herein.

(f) Each signatory to this Agreement represents and warrants that he or she is fully authorized to execute and enter into this MOA on behalf of the Party they represent and to legally bind that Party. This MOA may be executed in counterparts and by means of facsimile or emailed signatures.

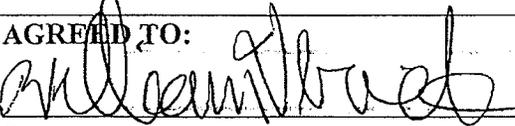
(g) Whenever a notice is called for or required by or under this Agreement, it shall be provided to all of the individuals identified in Exhibit D at the mailing and email addresses identified therein. If any Party desires to change the individual or address/email address designated to receive notice on its behalf, it may do so by providing notice to all other Parties pursuant to the terms of this Paragraph.

(h) The obligations of the Parties under this MOA shall be stayed in the event of acts of God, acts of war, or other contingencies beyond their reasonable control to the extent and for the duration that such events reasonably prevents the Party from fulfilling its obligations under this Agreement through no fault of its own.

AGREED TO: 	AGREED TO: 
Signature W. Benson Chiles	Signature Chris Mantley
By (Print Name) 	By (Print Name)
On Behalf Of (Print Organization if Applicable) 4/27/11	On Behalf Of (Print Organization if Applicable) 4/28/11
Date	Date

(g) Whenever a notice is called for or required by or under this Agreement, it shall be provided to all of the individuals identified in Exhibit D at the mailing and email addresses identified therein. If any Party desires to change the individual or address/email address designated to receive notice on its behalf, it may do so by providing notice to all other Parties pursuant to the terms of this Paragraph.

(h) The obligations of the Parties under this MOA shall be stayed in the event of acts of God, acts of war, or other contingencies beyond their reasonable control to the extent and for the duration that such events reasonably prevents the Party from fulfilling its obligations under this Agreement through no fault of its own.

AGREED TO:  Signature William Verick	AGREED TO: Signature
By (Print Name) Mateel Environmental Justice Foundation	By (Print Name)
On Behalf Of (Print Organization if Applicable) May 3, 2011	On Behalf Of (Print Organization if Applicable)
Date	Date

(g) Whenever a notice is called for or required by or under this Agreement, it shall be provided to all of the individuals identified in Exhibit D at the mailing and email addresses identified therein. If any Party desires to change the individual or address/email address designated to receive notice on its behalf, it may do so by providing notice to all other Parties pursuant to the terms of this Paragraph.

(h) The obligations of the Parties under this MOA shall be stayed in the event of acts of God, acts of war, or other contingencies beyond their reasonable control to the extent and for the duration that such events reasonably prevents the Party from fulfilling its obligations under this Agreement through no fault of its own.

AGREED TO:  Signature	AGREED TO: Signature
<i>Adam Ismail</i> By (Print Name): <i>GOBETA, Inc. DBA The Global Organization For EPA and DHA Omega-3s</i>	By (Print Name)
On Behalf Of (Print Organization if Applicable)	On Behalf Of (Print Organization if Applicable)
<i>May 2, 2011</i> Date	Date

EXHIBIT A
(Consent Judgment)

1 WILLIAM VERICK, SBN 140972
2 **KLAMATH ENVIRONMENTAL LAW CENTER**
3 424 First Street
4 Eureka, CA 95501
5 Telephone: (707) 268-8900
6 Facsimile: (707) 268-8901
7 E-mail: wverick@igc.org

8 DAVID ROE, SBN 62552
9 **LAW OFFICES OF DAVID ROE**
10 1061 Walker Avenue
11 Oakland, CA 94610
12 Telephone: (510) 465-5860
13 E-mail: davidroe@mail.com

14 Attorneys for Plaintiffs
15 **CHRIS MANTHEY, BENSON CHILES, AND**
16 **MATEEL ENVIRONMENTAL JUSTICE FOUNDATION**

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF SAN FRANCISCO**

19 CHRIS MANTHEY, BENSON CHILES,
20 AND THE MATEEL ENVIRONMENTAL
21 JUSTICE FOUNDATION,

22 Plaintiffs,

23 v.

24 CVS PHARMACY, INC., et al.,

25 Defendants.

Case No. CGC-10-497334

**STIPULATION FOR ENTRY OF
CONSENT JUDGMENT**

DATE:

TIME:

DEPT.: 304

JUDGE: Hon. Richard Kramer

Complaint Filed: March 2, 2010

Trial Date: None Set

26 **1. INTRODUCTION**

27 **1.1** On March 2, 2010, Chris Manthey, Benson Chiles, and the Mateel
28 Environmental Justice Foundation (collectively, "Plaintiffs"), acting in the public interest,
filed a complaint for civil penalties and injunctive relief in San Francisco Superior Court,
Case No. 497334 ("Complaint"), against CVS Pharmacy, Inc., General Nutrition
Corporation, NOW Health Group, Inc., Omega Protein, Inc., Rite Aide Corporation,

1 Solgar, Inc., and Twinlab Corporation (collectively, the “Initial Defendants”). The
2 Complaint alleged, among other things, that Initial Defendants violated provisions of the
3 Safe Drinking Water and Toxic Enforcement Act of 1986, Health and Safety Code
4 Sections 25249.6, *et seq.* (“Proposition 65”) by knowingly and intentionally exposing
5 persons to polychlorinated biphenyls (“PCBs”) contained in dietary supplements that are
6 made from fish oils, fish liver oils, shark oils and/or shark liver oils (“Products”) without
7 clear and reasonable warnings alleged to be required for the Products pursuant to
8 Proposition 65.

9 **1.2** On April 15, 2011, Plaintiffs served notices of violation pursuant to Health
10 and Safety Code section 25249.7(d) (“Notices”) stating their intent to file claims under
11 Proposition 65 with respect to PCBs and 2,3,7,8-tetrachlorodibenzo-*p*-dioxin,
12 polychlorinated dibenzo-*p*-dioxins, and polychlorinated dibenzofurans (collectively
13 “Dioxins/Furans”) contained in products containing eicosapentaenoic acid (“EPA”) and
14 docosahexaenoic acid (“DHA”) (collectively, “EPA and DHA Omega-3s”), as well as
15 other Products manufactured, distributed and/or sold by the companies listed on Exhibit
16 A hereto (“Settling Defendants”). (Collectively, the Products and other products
17 containing EPA and DHA Omega-3s identified in the notices of violations, and that are
18 marketed by Settling Defendants, are referred to herein as “Covered Products.”) By the
19 time this Stipulation for Approval and Entry of Consent Judgment (“Consent to
20 Judgment”) is placed before the Court for approval and entry, more than sixty (60) days
21 plus service time will have passed since provision of the Notices to all public prosecutors
22 authorized to bring claims under Proposition 65 and to all of the companies listed on
23 Exhibit A. (Copies of the Notices are attached hereto as Exhibit B.)

24 **1.3** Provided that no authorized public prosecutor has filed suit against the
25 companies listed on Exhibit A by the time this Consent to Judgment is placed before the
26 Court for approval, and provided that the Court proceeds to approve this Consent to
27 Judgment and enter a judgment based thereon, the Complaint shall have been deemed
28

1 amended to include the companies listed on Exhibit A as additional defendants. The
2 Complaint shall also have been deemed amended so as to include claims concerning
3 Dioxins/Furans as well as PCBs in the Settling Defendants' Covered Products.

4 1.4 PCBs have been listed by the Governor of the State of California as both
5 known carcinogens and known reproductive toxins. Polychlorinated dibenzo-*p*-dioxins
6 and polychlorinated dibenzofurans have also been listed as known carcinogens. 2,3,7,8-
7 tetrachlorodibenzo-*p*-dioxin has been listed as both a known carcinogen and a known
8 reproductive toxin. (Collectively, polychlorinated dibenzo-*p*-dioxins and polychlorinated
9 dibenzofurans, including 2,3,7,8-tetrachlorodibenzo-*p*-dioxin, are referred to herein as
10 "Dioxins/Furans"; PCBs and Dioxins/Furans are referred to collectively hereinafter as the
11 "Listed Chemicals".)

12 1.5 Settling Defendants are businesses that employ ten or more persons and
13 manufacture, distribute, and/or market the Products in the global economy such that their
14 Covered Products, or other products derived from the use of their Covered Products as
15 components including but not limited to dietary supplements ("Subsidiary Products"), are
16 or may be offered for sale in California. For purposes of the potential approval and entry
17 of this Consent to Judgment only, Plaintiffs and the Settling Defendants stipulate that this
18 Court will, at the time it considers approval and entry of the Consent to Judgment, have
19 jurisdiction over the claims of Proposition 65 violations described in the Notices and
20 personal jurisdiction over the Settling Defendants as to the acts alleged of them in the
21 Notices; that venue is proper in the County of San Francisco; and that this Court has
22 jurisdiction under Proposition 65 and Code of Civil Procedure Section 664.6 to enter this
23 Consent to Judgment and a resulting judgment of the Court resolving Settling
24 Defendants' alleged liability under the Complaint as deemed amended and as a full
25 settlement and resolution of the allegations made against the Settling Defendants'
26 Covered Products relative to Proposition 65 as contained in the Notices.

1 **1.6** This Consent to Judgment is intended to resolve claims that are denied and
2 disputed by the Initial Defendants and the Settling Defendants. The Plaintiffs and the
3 Settling Defendants are entering into this Consent to Judgment as a full and final
4 settlement to avoid the need for prolonged litigation between them concerning the
5 allegations set forth in the Notices. This Consent to Judgment shall not constitute an
6 admission with respect to any material allegation set forth in the Notices or the Complaint
7 as deemed amended should the Court approve and enter this Consent to Judgment; nor
8 shall it be deemed an admission as to any fact or issue of law. This Consent to Judgment,
9 or compliance with it, also shall not be used as evidence of any wrongdoing, misconduct,
10 culpability or liability on the part of the Settling Defendants.

11 **2. SETTLEMENT PAYMENTS**

12 **2.1** ~~In settlement of all of the claims referred to in this~~ Consent to Judgment,
13 the Settling Defendants listed in Exhibit A shall collectively pay an aggregate of
14 \$125,000 (one hundred twenty-five thousand dollars) in total monetary relief.

15 **2.2** The foregoing \$125,000 amount shall first go to reimbursing Plaintiffs for
16 testing necessarily performed on Products or Subsidiary Products and for other costs
17 including expert fees.

18 **2.3** ~~The remainder of the \$125,000 amount specified in Paragraph 2.1 above,~~
19 shall be paid collectively by the Settling Defendants or a person or organization acting on
20 their behalves to Plaintiffs' counsel as reimbursement for attorney fees and costs incurred
21 on behalf of the Plaintiffs in investigating this matter, negotiating this Consent to
22 Judgment, and obtaining its review and approval by this Court. Any amount required by
23 this paragraph may be divided by Plaintiffs' counsel in whatever proportion they have
24 agreed among themselves.

25 **2.4** The payments described in Paragraphs 2.2 and 2.3 above shall be delivered
26 within fifteen (15) business days following the Settling Defendants' receipt of notice of
27
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1 entry of this Consent to Judgment to Law Offices of David Roe, 1061 Walker Ave.,
2 Oakland CA 94610, payable to "Law Offices of David Roe IOLTA."

3 **2.5** Except as specifically provided in this Consent Judgment, each side shall
4 bear its own costs and attorney fees.

5 **3. ENTRY OF CONSENT JUDGMENT**

6 **3.1** Plaintiffs and the Settling Defendants hereby request that, upon its approval
7 of this Consent to Judgment, the Court promptly enter judgment as to the Settling
8 Defendants based on this Consent to Judgment. Upon entry of a judgment based on this
9 Consent to Judgment, Plaintiffs and Settling Defendants waive their respective rights to a
10 hearing or trial on the allegations in the Complaint as it will have been deemed amended.

11 **4. MATTERS COVERED BY THIS CONSENT JUDGMENT**

12 **4.1** This Consent to Judgment is a full, final and binding resolution between
13 Plaintiffs, acting on behalf of themselves and, as to those matters raised in the Notices,
14 acting in the public interest pursuant to Health and Safety Code section 25249.7(d), and
15 the Settling Defendants (including their parents, subsidiaries, affiliates, officers, directors,
16 shareholders, and employees) of all matters alleged in the Notices and Complaint as
17 deemed amended, including any violation of Proposition 65, or the regulations
18 promulgated thereunder, to the fullest extent that any violation has been or could have
19 been asserted by Plaintiffs against the Settling Defendants with respect to exposures to
20 the Listed Chemicals in the Covered Products.

21 **4.2** This Consent to Judgment is a full, final and binding resolution between
22 Plaintiffs, acting on behalf of themselves and, as to those matters raised in the Notices,
23 acting in the public interest pursuant to Health and Safety Code section 25249.7(d), and
24 the Settling Defendants (including their parents, subsidiaries, affiliates, officers, directors,
25 shareholders, and employees) of all matters alleged in the Notices and Complaint as
26 deemed amended, including any violation of Proposition 65, or the regulations
27 promulgated thereunder, to the fullest extent that any violation has been or could have
28

1 been asserted by Plaintiffs against the Settling Defendants with respect to exposures to
2 Listed Chemicals in Subsidiary Products which contain Covered Products in whole or in
3 part.

4 **4.3** In addition, this Consent to Judgment is a full, final and binding resolution
5 between Plaintiffs, acting on behalf of themselves and, as to those matters raised in the
6 Notices, acting in the public interest pursuant to Health and Safety Code section
7 25249.7(d), and the direct or indirect customers of the Settling Defendants (including
8 their parents, subsidiaries, affiliates, officers, directors, shareholders and employees) of
9 all matters alleged in the Notices and the Complaint as deemed amended, including any
10 violation of Proposition 65, or the regulations promulgated thereunder, to the fullest
11 extent that any violation has been or could have been asserted by Plaintiffs against the
12 Settling Defendants' direct or indirect customers with respect to exposures to the Listed
13 Chemicals in the Covered Products.

14 **4.4** Also, this Consent to Judgment is a full, final and binding resolution
15 between Plaintiffs, acting on behalf of themselves and, as to those matters raised in the
16 Notices, acting in the public interest pursuant to Health and Safety Code section
17 25249.7(d), and the direct or indirect customers of the Settling Defendants (including
18 their parents, subsidiaries, affiliates, officers, directors, and employees) of all matters
19 alleged in the Notices and the Complaint as deemed amended, including any violation of
20 Proposition 65, or the regulations promulgated thereunder, to the fullest extent that any
21 violation has been or could have been asserted by Plaintiffs against the Settling
22 Defendants' direct or indirect customers with respect to exposures to the Listed
23 Chemicals in Subsidiary Products, provided that the direct or indirect customer can
24 demonstrate that exposures to Listed Chemicals in the Subsidiary Products were
25 attributable solely to the inclusion or incorporation of one or more Covered Products in
26 such Subsidiary Products and are not attributable to any other ingredient or component of
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1 the Subsidiary Products, including any non-covered Product used in such Subsidiary
2 Products.

3 4.5 Nothing in Paragraphs 4.3 or 4.4 above or Paragraph 4.7 below shall be
4 deemed to waive or resolve a claim against, or provide a release to, an Initial Defendant
5 with respect to Products or Subsidiary Products that were specifically delineated on the
6 "Product List" attached to the 60-Day Notice Plaintiffs issued on August 6, 2009, a copy
7 of which is attached to the Complaint.

8 4.6 As to alleged exposures to Listed Chemicals from the Covered Products or
9 Subsidiary Products which are *not* themselves dietary supplements offered for retail sale
10 in California, compliance with the standards set forth in Paragraph 7.2 below resolves any
11 issue, now and in the future, as between Plaintiffs, acting on behalf of themselves and, as
12 to those matters raised in the Notices, acting in the public interest pursuant to Health and
13 Safety Code section 25249.7(d), and Settling Defendants and Settling Defendants' direct
14 and indirect customers concerning compliance with Proposition 65. As to Listed
15 Chemicals in Covered Products or Subsidiary Products which *are* themselves dietary
16 supplements offered for retail sale in California, this Paragraph 4.6 resolves any issue
17 now and in the future concerning future compliance with Proposition 65 *only* where the
18 Products in question also meets the additional requirements set forth in the second
19 sentence of Paragraph 7.5 below. As to Settling Defendants' direct and indirect
20 customers, however, this Paragraph 4.6 resolves no issue regarding exposures to Listed
21 Chemicals in the Subsidiary Products that are not attributable solely to the inclusion or
22 incorporation of one or more Covered Products in such Subsidiary Products.

23 4.7 In addition to the above, Plaintiffs on behalf of themselves, their past and
24 current agents, representatives, attorneys, successors and/or assigns, and *not* in their
25 capacity pursuant to Health and Safety Code section 25249(d), hereby release and waive:
26 (i) all of their potential future claims or rights of action against direct or indirect
27 customers of the Settling Defendants with respect to enforcement of the requirements set
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1 forth in the second sentence of Paragraph 7.5 below, and (ii) all other claims, whether
2 known or unknown, against the Settling Defendants (including their parents, subsidiaries,
3 affiliates, officers, directors, and employees) with respect to any other issue concerning
4 the Covered Products. In furtherance of the foregoing, Plaintiffs hereby waive any and all
5 rights and benefits which they now may have, or in the future may have, conferred upon
6 them with respect to the Covered Products by virtue of the provisions of California Civil
7 Code Section 1542, which provides as follows:

8 **“A GENERAL RELEASE DOES NOT EXTEND**
9 **TO CLAIMS WHICH THE CREDITOR DOES**
10 **NOT KNOW OR SUSPECT TO EXIST IN HIS**
11 **FAVOR AT THE TIME OF EXECUTING THE**
12 **RELEASE, WHICH IF KNOWN BY HIM MUST**
13 **HAVE MATERIALLY AFFECTED HIS**
14 **SETTLEMENT WITH THE DEBTOR.”**

15 Plaintiffs understand and acknowledge that the significance and consequence of this
16 waiver of California Civil Code section 1542 are that even if Plaintiffs hereafter discover
17 facts in addition to, or different from those which they now know or believe to be true as
18 to the Covered Products, that with respect to Covered Products (and in Covered Products
19 to the extent they are used as components in Subsidiary Products), Plaintiffs will not be
20 able to make any claim against the Settling Defendants (including their parents,
21 subsidiaries, affiliates, officers, directors, and employees), who may manufacture, use,
22 maintain, distribute or sell the Covered Products based on those facts. Furthermore,
23 Plaintiffs acknowledge that they intend these consequences for any such claims which
24 may exist as of the date of this release but which they do not know exist, and which, if
25 known, would materially affect their decision to enter into this Consent to Judgment,
26 regardless of whether their lack of knowledge is the result of ignorance, oversight, error,
27 negligence, or any other cause.

28 **4.8** Except as set forth in Section 4.6 above, nothing in this Consent to
Judgment shall create a limitation on a Proposition 65 enforcement action based on future
conduct if such future conduct is not in compliance with the terms of Section 7 of this

1 Consent to Judgment. Future conduct includes, but is not limited to, a Settling Defendant
2 manufacturing, distributing, or offering for sale in California any Covered Product
3 manufactured after the effective date of this Consent to Judgment or manufacturing,
4 distributing, or offering for sale in California any Subsidiary Product manufactured after
5 the effective date of this Consent to Judgment.

6 **4.9** Nothing in Paragraphs 4.1 through 4.4, Paragraph 4.6, or Paragraph 4.7
7 above shall be deemed to waive a potential future Proposition 65 claim against a Settling
8 Defendant or its direct or indirect customers with respect to Products or Subsidiary
9 Products that are or are composed with salmon oils, shark liver oils or cod liver oils and
10 which were manufactured within one year prior to the date on which the Settling
11 Defendant in question executed this Consent to Judgment, if such Products or Subsidiary
12 Products are found in the future not to have met the initially effective standard for
13 Combined TEQ set forth in Section 7.2 below *unless* the Settling Defendant in question
14 had, prior to executing this Consent to Judgment, obtained test results from a laboratory
15 accredited by or under the auspices of the International Laboratory Accreditation
16 Cooperation organization (“ILAC”) for conducting analyses pursuant to the methods
17 specified in subsections 7.1(c) below showing that such standard had been met for the
18 Covered Product or Subsidiary Product in question and *unless* such test results are made
19 available to the Plaintiffs by the Settling Defendant in question upon request for good
20 cause shown within sixty (60) days from the date on which such a request is received
21 from the Plaintiffs. Good cause shall include test results obtained from a laboratory
22 accredited by or under the auspices of ILAC showing that the Covered Product or
23 Subsidiary Product in question does not meet the initially effective standard for
24 Combined TEQ set forth in Section 7.2 below.

25 **5. ENFORCEMENT OF JUDGMENT**

26 **5.1** Except as otherwise provided herein, the terms of this Consent to Judgment
27 and the resulting judgment, if entered by the Court, shall be enforced exclusively by the
28

1 parties hereto. The parties may, by noticed motion or order to show cause before the
2 Superior Court of San Francisco County, giving the notice required by law, enforce the
3 terms and conditions contained herein. The parties hereto agree that prior to any such
4 enforcement action, they will notify each other of any perceived violation of this Consent
5 to Judgment. The parties further agree to take no enforcement action for 30 days after
6 such notice is given, in order to allow the parties to meet and confer in good faith in an
7 effort to resolve the alleged violation.

8 **6. MODIFICATION OF JUDGMENT**

9 **6.1** Except as otherwise provided for herein, this Consent to Judgment may be
10 modified only upon written agreement of the parties and upon entry of a modified
11 judgment by the Court thereon, or upon motion of any party as provided by law and upon
12 entry of a modified judgment by the Court.

13 **7. INJUNCTIVE RELIEF**

14 **7.1** Definitions Applicable to this Paragraph.

15 The following definitions shall apply to this Paragraph 7 unless otherwise specified
16 herein.

17 (a) "TEQ" shall mean the Toxicity Equivalent Factor ("TEF") of any of the 12
18 dioxin-like PCB congeners, the 7 dioxin congeners, and the 10 furan congeners that
19 have had TEFs assigned under the auspices of the World Health Organization in
20 2005, as shown in Exhibit C, multiplied by the quantity of such congener as
21 reported in testing that satisfies the definitions in this Paragraph 7.1. (Illustration: a
22 reported test result of 2.5 picograms for PCB congener #126, times the TEF for
23 PCB # 126 of 0.1, would equal a TEQ for that congener of 0.25 picograms.)

24 (b) "Total PCBs" shall mean the sum of all 209 congeners of polychlorinated
25 biphenyls as reported based on testing conducted pursuant to US EPA Method
26 1668 or 1668A. For purposes of this measurement, laboratory results that indicate
27 that levels of individual PCB congeners are "non-detectable" or below the
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1 laboratory's detection limit shall be assumed to be valued at 50% of the
2 laboratory's detection limit, except that in instances where individual congeners
3 have been coeluted with non-detectable results, then all of the congeners so
4 coeluted shall be deemed collectively to have the value of 50% of the detection
5 limit of only one such coeluted congener. Also for purposes of this measurement,
6 laboratory results that indicate levels of individual PCB congeners above the
7 laboratory's detection limit but below the laboratory's quantitation limit shall be
8 assumed to be valued at the level reported by the laboratory.

9 (c) "Combined TEQ" shall mean the arithmetic sum of the TEQ per gram of
10 Covered Product, measured using U.S. EPA Methods 1668 (for dioxin-like PCBs)
11 and 1613B (for dioxins and furans combined), of each congener identified in
12 Exhibit C. With respect to PCBs, if the laboratory analysis indicates that a dioxin-
13 like PCB has coeluted with any other PCB congener, and if the coelution cannot be
14 resolved, then all of the congeners so coeluted shall be deemed collectively to have
15 the TEQ that would result had all of the congeners so coeluted been the coeluted
16 congener with the highest TEF. For purposes of this measurement, laboratory
17 results that indicate that levels of dioxin-like PCBs, dioxins, and furans are "non-
18 detectable" or below the laboratory's detection limit shall be assumed to be valued
19 at 50% of the laboratory's detection limit. Also for purposes of this measurement,
20 laboratory results that indicate levels of individual PCB congeners above the
21 laboratory's detection limit but below the laboratory's quantitation limit shall be
22 assumed to be valued at the level reported by the laboratory.

23 7.2 Except as provided in Section 7.5 below, Covered Products shall be deemed
24 to comply with all current requirements of Proposition 65 for the Listed Chemicals and to
25 be exempt from any Proposition 65 warning requirements for PCBs and/or
26 Dioxins/Furans, if the Covered Product meets the following standards based on the date
27 of manufacture of the Covered Product in question, as specified below:
28

Dates Applicable:	PCBs	Dioxin-Like PCBs, Dioxins, and Furans Combined
Prior to July 30, 2011	90 ng/g Total PCBs	5 pg/g Combined TEQ
July 31, 2011 to December 30, 2012	90 ng/g Total PCBs	4 pg/g Combined TEQ
December 31, 2012 and beyond	90 ng/g Total PCBs	3 pg/g Combined TEQ

7.3 In the event Plaintiffs enter into an agreement or consent judgment with any other person manufacturing Products or Subsidiary Products addressing alleged violations of Proposition 65 with respect to exposures to the Listed Chemicals that provides for less stringent standards than the standards set forth in Paragraph 7.2 above, then this Consent to Judgment and any resulting judgment entered by the Court shall be deemed to have been amended to provide a Settling Defendant with the option of complying with such less stringent standards rather than those set forth in Paragraph 7.2 above.

7.4 Obtaining test results from a laboratory accredited by or under the auspices of ILAC for conducting analyses pursuant to the methods specified in subsections 7.1(b) and (c) above (including but not limited to Columbia Analytical Services, Nutrasource Diagnostics, Wellington Laboratories, Inserco, and NILU) showing that the preceding standards have been met for a specific Covered Product or Subsidiary Product and making such test results available to the Plaintiffs upon request for good cause shown shall be deemed to establish that the standards have been met in good faith *provided that* the Plaintiffs or the Settling Defendant do not subsequently obtain conflicting test results from another ILAC accredited lab concerning the same Covered Product or Subsidiary Product. If such conflicting test results are obtained by either the Plaintiffs or the Settling Defendant, and the Settling Defendant fails to obtain and disclose results of re-testing showing compliance with the standards in Paragraph 7.2 within a timely period, then the provisions of this Paragraph 7.4 shall not apply. For purposes of this Paragraph 7.4, “disclose” shall mean deliver to the Plaintiffs and/or announce and make available to the general public; “re-testing” shall mean additional testing of the same product or products

1 that meets the requirements of Paragraph 7.1, by a laboratory that meets the requirements
2 of this Paragraph 7.4; and “timely period” shall mean 120 days from the day such
3 conflicting test results are received by the Settling Defendant.

4 7.5 Covered Products that do not meet the standards set forth in the table in
5 Paragraph 7.2 above on the dates of manufacture set forth in Paragraph 7.2 above shall be
6 accompanied by a clear and reasonable Proposition 65 warning as described in Paragraph
7 7.6 below. In addition, Covered Products and Subsidiary Products that are themselves
8 Products (i.e., dietary supplements offered for retail sale in California) sold to consumers
9 with labeling containing recommended daily dosages in excess of one gram per day shall
10 be accompanied by a clear and reasonable Proposition 65 warning *even if* they meet the
11 standard for Total PCBs set forth in the table in Paragraph 7.2 above *unless* the Total
12 PCBs concentration is sufficiently less than 90ng/g to assure that projected daily
13 exposure to Total PCBs from the Product based on the recommended daily dosage is less
14 than 90 ng/day. (For example, a Product with a recommended daily dosage of two grams
15 per day would require a warning if its Total PCBs concentration were more than 45 ng/g;
16 a Product with a recommended daily dosage of three grams per day would require a
17 warning if its Total PCBs concentration were more that 30 ng/g; a Product with a
18 recommended daily dosage of four grams per day would require a warning if its Total
19 PCBs concentration were more than 22.5 ng/g; and a Product with a recommended daily
20 dosage of five grams per day would require a warning if its Total PCBs concentration
21 were more than 18 ng/g). The warning requirements set forth in Paragraph 7.6 shall
22 apply only to Covered Products and Subsidiary Products shipped for distribution for sale
23 or use inside the State of California and to Products sold to consumers with labeling
24 containing recommended daily dosages that are manufactured beginning one hundred and
25 twenty (120) days following entry of a judgment based on this Consent to Judgment.

26 7.6 When required pursuant to this Consent to Judgment, a Settling Defendant
27 shall provide Proposition 65 warnings as follows:
28

1 (a) The Settling Defendant shall use, or cause its direct or indirect
2 customer to use, the following warning statement in legible font size with
3 the word “WARNING” in bold with all letters capitalized:

4 **WARNING:** This product contains dioxin, PCBs and
5 other chemicals known to the State of California to cause
6 cancer and birth defects or other reproductive harm.

7 (b) The Settling Defendant shall provide, or cause its direct or indirect
8 customer to provide, the above warning statement with the unit package of
9 the Covered Products or Subsidiary Products such that it can be read and
10 understood by an ordinary consumer prior to purchase. Such warning shall
11 be prominently affixed to or printed on each Covered Product’s or
12 Subsidiary Product’s exterior label or package. The warning shall be at
13 least the same size as the largest of any other safety warnings, if any, on the
14 label or package. If printed on the label itself, the warning shall be
15 contained in the same section that states other safety warnings, if any.

16 (c) The requirements for product labeling, set forth in subparagraphs (a)
17 and (b) above are imposed pursuant to the terms of this Consent to
18 Judgment. The Parties recognize that product labeling is not the exclusive
19 method of providing a warning under Proposition 65 and its implementing
20 regulations.

21 (d) Covered Products or Subsidiary Products made from such Covered
22 Products which *are* themselves Products (i.e., dietary supplements offered
23 for retail sale in California) and that: (i) meet the standards set forth in the
24 table in Paragraph 7.2 above as applicable on the dates of manufacture set
25 forth in Paragraph 7.2 above, and (ii) meet the requirements set forth in the
26 second sentence of Paragraph 7.5 above, may be accompanied by a
27 statement or symbol on their label, labeling, and/or packaging affirmatively
28 representing that the Covered Product or Subsidiary Product in question

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meets the regulatory level set out in California’s Proposition 65 with respect to PCBs. (Where employed pursuant to the authorization provided by this subparagraph 7.6(d), such statements or symbols shall make no reference to dioxins and/or furans.)

8. AUTHORITY TO STIPULATE

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

9. RETENTION OF JURISDICTION

Pursuant to Code of Civil Procedure 664.6, this Court shall retain jurisdiction of this matter to implement and oversee the terms of this Consent to Judgment and resulting judgment of the Court.

10. ENTIRE AGREEMENT

Except as to a Memorandum of Agreement (“MOA”) between Plaintiffs and the Global Organization for EPA and DHA Omega-3 (“GOED”) attached hereto as Exhibit D, this Consent to 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. Except as to the MOA, 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.

1 **11. GOVERNING LAW**

2 The validity, construction and performance of this Consent to Judgment
3 shall be governed by the laws of the State of California, without reference to any conflicts
4 of law provisions of California law.

5 **12. NOTICES**

6 Unless specified herein, all correspondence and notices required to be
7 provided pursuant to this Consent to Judgment shall be in writing and personally delivered
8 or sent by: (i) first-class, (registered or certified mail) return receipt requested; or
9 (ii) overnight courier on any party by the other party at the following addresses:

10 To The Mateel Environmental Justice Foundation:

11 William Verick, Esq.
12 Klamath Environmental Law Center
13 424 First Street
14 Eureka, CA 95501

15 To Chris Manthey:

16 Christopher Manthey
17 19 Marquette
18 Montclair, NJ 07043

19 To Benson Chiles:

20 Benson Chiles
21 59 Third Avenue
22 Atlantic Highlands, NJ 07716

23 To Settling Defendants:

24 As set forth on Exhibit E

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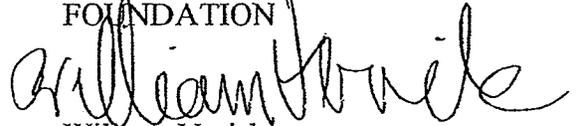
13. COURT APPROVAL

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

IT IS SO STIPULATED:

DATED: May 3, 2011

MATEEL ENVIRONMENTAL JUSTICE
FOUNDATION



William Verick
CEO Mateel Environmental Justice
Foundation,
Klamath Environmental Law Center

DATED:

CHRIS MANTHEY

By:

DATED:

BENSON CHILES

By:

DATED:

SETTLING DEFENDANT

Company:

By:

Name:

Title:

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13. COURT APPROVAL

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

IT IS SO STIPULATED:

DATED:

MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO Mateel Environmental Justice Foundation,
Klamath Environmental Law Center

DATED:

4/28/11

CHRIS MANTHEY

By:



DATED:

4/27/11

BENSON CHILES

By:



DATED:

SETTLING DEFENDANT

Company:

By:

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13. COURT APPROVAL

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

IT IS SO STIPULATED:

DATED: MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO Mateel Environmental Justice Foundation,
Klamath Environmental Law Center

DATED: CHRIS MANTHEY

By:

DATED: BENSON CHILES

By:

DATED: 08. April 2011

SETTLING DEFENDANT
Company: *Aker Bigmaire and its subsidiaries and affiliates*

By: 

Name: *Matts Johansen*

Title: *Executive Vice President Sales and Marketing*

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13. COURT APPROVAL

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IT IS SO STIPULATED:

DATED: MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO Mateel Environmental Justice Foundation,
Klamath Environmental Law Center

DATED: CHRIS MANTHEY

By:

DATED: BENSON CHILES

By:

DATED: April 6 2011

SETTLING DEFENDANT
Company: AURORA ALGAE INC
AND ITS SUBSIDIARIES AND AFFILIATES
By: *[Signature]*
Name: Leslie VAN DER MEULEN
Title: V.P. Business Development

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13. COURT APPROVAL

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

IT IS SO STIPULATED:

DATED: MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO Mateel Environmental Justice Foundation,
Klamath Environmental Law Center

DATED: CHRIS MANTHEY

By:

DATED: BENSON CHILES

By:

DATED: SETTLING DEFENDANT

Company:
Austral Group SAA and all it's subsidiaries

By:
6th April 2011

Name:
Didier Saplana

Title:
Commercial Manager



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13. COURT APPROVAL

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

IT IS SO STIPULATED:

DATED: MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO Mateel Environmental Justice Foundation,
Klamath Environmental Law Center

DATED: CHRIS MANTHEY

By:

DATED: BENSON CHILES

By:

DATED: SETTLING DEFENDANT

Company: *Azantis Inc. and its subsidiaries and affiliates.*

By: 

Name: *John Schoonbrood*

Title: *president.*

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13. COURT APPROVAL

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

IT IS SO STIPULATED:

DATED: MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO Mateel Environmental Justice Foundation,
Klamath Environmental Law Center

DATED: CHRIS MANTHEY

By:

DATED: BENSON CHILES

By:

DATED: SETTLING DEFENDANT
Company: Barlean's Organic Oils, LLC
and its affiliates

By: *Karen Barlean*

Name: Karen Barlean

Title: Vice-President of Finance

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13. COURT APPROVAL

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

IT IS SO STIPULATED:

DATED: MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO Mateel Environmental Justice Foundation,
Klamath Environmental Law Center

DATED: CHRIS MANTHEY

By:

DATED: BENSON CHILES

By:

DATED: SETTLING DEFENDANT

Company: BASF Corporation
for the benefit and on behalf of itself and its affiliates and subsidiaries

By: *[Signature]*

Name: J. J. JORCI

Title: VP Nutrition & Health NA



[Handwritten mark]

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13. COURT APPROVAL

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

IT IS SO STIPULATED:

DATED: MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO Mateel Environmental Justice Foundation.
Klamath Environmental Law Center

DATED: CHRIS MANTHEY

By:

DATED: BENSON CHILES

By:

DATED: *April 4, 2011* SETTLING DEFENDANT
Company: *Biodro GA Inc.*

By: *[Signature]*

Name: *ROBERT CAJOLET*

Title: *CEO*

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13. COURT APPROVAL

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

IT IS SO STIPULATED:

DATED: MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO Mateel Environmental Justice Foundation,
Klamath Environmental Law Center

DATED: CHRIS MANTHEY

By:

DATED: BENSON CHILES

By:

DATED: April 7, 2011
SETTLING DEFENDANT
Company: Bioriginal Food Science Corp. and its subsidiaries

By: *[Signature]*

Name: Joe Vidal

Title: President : CEO

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13. COURT APPROVAL

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

IT IS SO STIPULATED:

DATED: MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO Mateel Environmental Justice Foundation,
Klamath Environmental Law Center

DATED: CHRIS MANTHEY

By:

DATED: BENSON CHILES

By:

DATED: SETTLING DEFENDANT
Company: Bizen Chemical Co., Ltd.

By: *M. Takamoto*
Name: MIKIYA TAKAMOTO
Title: Division Director

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13. COURT APPROVAL

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

IT IS SO STIPULATED:

DATED: MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO Mateel Environmental Justice Foundation,
Klamath Environmental Law Center

DATED: CHRIS MANTHEY

By:

DATED: BENSON CHILES

By:

DATED: SETTLING DEFENDANT

Company: BERGHAARD INDUSTRIES, LTD
DIVISION DENOMEGA PURE HEALTH

By: *Harald Ronalberg*

Name: HARALD RONALBERG

Title: GENERAL MANAGER

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William Verick
CEO Mateel Environmental Justice Foundation,
Klamath Environmental Law Center

DATED: CHRIS MANTHEY

By:

DATED: BENSON CHILES

By:

DATED: SETTLING DEFENDANT
Company: COPELCO

By:

Name: *PATRICIA TERRELL*

Title: *DEPUTY CEO*

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William Verick
CEO Mateel Environmental Justice Foundation
Klamath Environmental Law Center

DATED: CHRIS MANTHEY

By:

DATED: BENSON CHILES

By:

DATED: 8 April 2011 SETTLING DEFENDANT

Company: CRODA INTERNATIONAL INC AND ITS SUBSIDIARIES AND AFFILIATES

By: *[Signature]*

Name: KATE LIMON

Title: PRESIDENT (ACTING AND)
ENVIRONMENTAL JUSTICE

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DATED: MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO Mateel Environmental Justice Foundation,
Klamath Environmental Law Center

DATED: CHRIS MANTHEY

By:

DATED: BENSON CHILES

By:

DATED: 4/6/2011 SETTling DEFENDANT
Company: DSM Nutritional Products and its subsidiaries and affiliates

By: Hugh C. Welsh

Name: Hugh C. Welsh

Title: VP and General Counsel

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DATED: MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO Mateel Environmental Justice Foundation,
Klamath Environmental Law Center

DATED: CHRIS MANTHEY

By:

DATED: BENSON CHILES

By:

DATED: SETTLING DEFENDANT
Company: EPAX AS

By: *[Signature]*

Name: BJORN REFSUM

Title: CEO *[Signature]*

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DATED: MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO Mateel Environmental Justice Foundation,
Klamath Environmental Law Center

DATED: CHRIS MANTHEY

By:

DATED: BENSON CHILES

By:

DATED: *6. APRIL 2011* SETTTLING DEFENDANT
Company:

By: *[Signature]*

Name: *BYVINO SAGLI*

Title: *PRODUCTION DIRECTOR*

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DATED: MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO Mateel Environmental Justice Foundation,
Klamath Environmental Law Center

DATED: CHRIS MANTHEY

By:

DATED: BENSON CHILES

By:

DATED: April 6th 2011

SETTLING DEFENDANT
Company: GOLDEN OMEGA S.A. AND
ITS SUBSIDIARIES AND AFFILIATES

By:

Name: JOAQUIN CRUZ S.

Title: MANAGING DIRECTOR

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DATED: MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO Mateel Environmental Justice Foundation,
Klamath Environmental Law Center

DATED: CHRIS MANTHEY

By:

DATED: BENSON CHILES

By:

DATED: SETTLING DEFENDANT

April 8, 2011

Company: J R Carlson Laboratories Inc
Arlington Hts. IL 60004

By: *Carilyn Anderson*

Name: *Carilyn Anderson*

Title: *President*

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IT IS SO STIPULATED:

DATED: MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO Mateel Environmental Justice Foundation,
Klamath Environmental Law Center

DATED: CHRIS MANTHEY

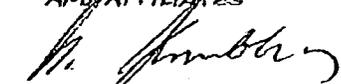
By:

DATED: BENSON CHILES

By:

DATED: SETTLING DEFENDANT
Company: KOPHARITA BENSACH GmbH AND ITS SUBSIDIARIES AND AFFILIATES

By:



Name: Rudolf Krumbholz

Title: CEO

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DATED: MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO Mateel Environmental Justice Foundation,
Klamath Environmental Law Center

DATED: CHRIS MANTHEY

By:

DATED: BENSON CHILES

By:

DATED: SETTLING DEFENDANT
Company: MARINE NUTRICEUTICAL CORP. and its subsidiaries and affiliates.
By:

[Signature]
Name: OLAV E. GARDNER

Title: PRESIDENT

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DATED: MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO Mateel Environmental Justice Foundation,
Klamath Environmental Law Center

DATED: CHRIS MANTHEY

By:

DATED: BENSON CHILES

By:

DATED: *Mar. 31, 2011*

SETTLING DEFENDANT

Company: *Maruha Nichiro Foods, Inc.*

By:

Name: *TAMOTSU SHOJI*

Title: *General Manager of
Foods & Fno Chemicals Dept.*

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DATED: MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO Mateel Environmental Justice Foundation,
Klamath Environmental Law Center

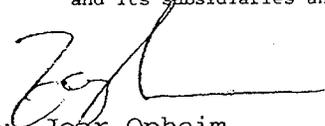
DATED: CHRIS MANTHEY

By:

DATED: BENSON CHILES

By:

DATED: April 7, 2011
SETTLING DEFENDANT
Company: Nordic Naturals, Inc.,
and its subsidiaries and affiliates

By: 
Name: Joar Opheim

Title: CEO

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DATED: MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO Mateel Environmental Justice Foundation,
Klamath Environmental Law Center

DATED: CHRIS MANTHEY

By:

DATED: BENSON CHILES

By:

DATED: SETTLING DEFENDANT
Company: Ocean Nutrition Canada Limited

By: 

Name: Martin Jamieson

Title: President & CEO

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DATED:

MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO Mateel Environmental Justice Foundation,
Klamath Environmental Law Center

DATED:

CHRIS MANTHEY

By:

DATED:

BENSON CHILES

By:

DATED:

SETTLING DEFENDANT

Company: "Omega Natural Science, Inc and its subsidiaries and affiliates"
By:

Name: Carol A Locke MD

Title: CEO

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William Verick
CEO Mateel Environmental Justice Foundation,
Klamath Environmental Law Center

DATED: CHRIS MANTHEY

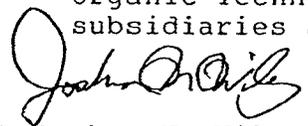
By:

DATED: BENSON CHILES

By:

DATED: April 8, 2011

SETTLING DEFENDANT
Company: Wiley Organics, Inc dba Organic Technologies subsidiaries and affiliates

By: 

Name: Joshua N. Wiley

Title: V.P. Finance & Legal Affairs

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William Verick
CEO Mateel Environmental Justice Foundation,
Klamath Environmental Law Center

DATED: CHRIS MANTHEY

By:

DATED: BENSON CHILES

By:

DATED: 4/5/11

SETTLING DEFENDANT
Company: ORIGINATES INC, ITS
SUBSIDIARIES & AFFILIATES

By:

Name: MEYER MINSKI

Title: PRESIDENT

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DATED: MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO Mateel Environmental Justice Foundation,
Klamath Environmental Law Center

DATED: CHRIS MANTHEY

By:

DATED: BENSON CHILES

By:

DATED: 7 April 2011
SETTLING DEFENDANT
Company: Phoenix Marine AS

By: Ingrid H. Lystad
Name: INGRIED H. LYSTAD
Title: Quality Director

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William Verick
CEO Mateel Environmental Justice Foundation,
Klamath Environmental Law Center

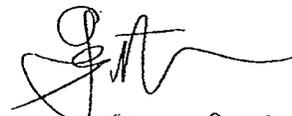
DATED: CHRIS MANTHEY

By:

DATED: BENSON CHILES

By:

DATED: 4/7/11
SETTLING DEFENDANT
Company: PHARTLINE, INC.

By: 
Name: GREG BERTHOMIEU

Title: BRAND MANAGER

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DATED: MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO Mateel Environmental Justice Foundation,
Klamath Environmental Law Center

DATED: CHRIS MANTHEY

By:

DATED: BENSON CHILES

By:

DATED: SETTLING DEFENDANT

April 7th 2011

Company:

* SOLUTEX

By:


Name: FERNANDO MORENO EGEA

Title: EXECUTIVE CHAIRMAN

*
SOLUCIONES EXTRACTIVAS ALIMENTARIAS, SL

Subsidiaries: - SOLUTEX NA LLC
- SOLUTEX AROMAS Y FRAGANCIAS, SL

Affiliate: - MEGAFORT PHARMA, SL
- CAROTENOS Y DERIVADOS, SL

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DATED: MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO Mateel Environmental Justice Foundation,
Klamath Environmental Law Center

DATED: CHRIS MANTHEY

By:

DATED: BENSON CHILES

By:

DATED: SETTLING DEFENDANT

Company: TECNOLOGICA DE ALIMENTOS S.A.

By:

Name: CARLOS JULIO PINILLOS GONZALEZ

Title: CEO



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Pharma Marine AS

Pharmline, Inc.

Soluciones Extractivas Alimentarias, SL and its subsidiaries and affiliates

Tecnologica de Alimentos S.A.

Tishcon Corp. and affiliates

Wiley Organics, Inc. DBA Organic Technologies

EXHIBIT B
(2005 WHO TEQ Document)

Compound	WHO 1998 TEF	WHO 2005 TEF*
<i>chlorinated dibenzo-p-dioxins</i>		
2,3,7,8-TCDD	1	1
1,2,3,7,8-PeCDD	1	1
1,2,3,4,7,8-HxCDD	0.1	0.1
1,2,3,6,7,8-HxCDD	0.1	0.1
1,2,3,7,8,9-HxCDD	0.1	0.1
1,2,3,4,6,7,8-HpCDD	0.01	0.01
OCDD	0.0001	0.0003
<i>chlorinated dibenzofurans</i>		
2,3,7,8-TCDF	0.1	0.1
1,2,3,7,8-PeCDF	0.05	0.03
2,3,4,7,8-PeCDF	0.5	0.3
1,2,3,4,7,8-HxCDF	0.1	0.1
1,2,3,6,7,8-HxCDF	0.1	0.1
1,2,3,7,8,9-HxCDF	0.1	0.1
2,3,4,6,7,8-HxCDF	0.1	0.1
1,2,3,4,6,7,8-HpCDF	0.01	0.01
1,2,3,4,7,8,9-HpCDF	0.01	0.01
OCDF	0.0001	0.0003
<i>non-ortho substituted PCBs</i>		
PCB 77	0.0001	0.0001
PCB 81	0.0001	0.0003
PCB 126	0.1	0.1
PCB 169	0.01	0.03
<i>mono-ortho substituted PCBs</i>		
105	0.0001	0.00003
114	0.0005	0.00003
118	0.0001	0.00003
123	0.0001	0.00003
156	0.0005	0.00003
157	0.0005	0.00003
167	0.00001	0.00003
189	0.0001	0.00003

* Numbers in bold indicate a change in TEF value

Reference - Van den Berg et al :

The 2005 World Health Organization Re-evaluation of Human and Mammalian Toxic Equivalency Factors for Dioxins and Dioxin-like Compounds

EXHIBIT C
(Joint Statement).

WORLD'S STRICTEST SAFETY STANDARDS FOR OMEGA-3 SUPPLEMENTS ANNOUNCED

World-wide industry group and lawsuit plaintiffs agree on "fully protective" measures

[June 24, 2011] [San Francisco, CA]:

Health conscious consumers in California and across the United States can now purchase EPA and DHA omega-3 supplements with the confidence that they meet the strictest safety standards in the world as the result of an agreement signed between a consortium of fish oil and other omega-3 manufacturers and environmental activists. Consumers are urged to contact their supplement manufacturers to ensure their products meet these new safety and quality standards.

Earlier today, the Global Organization for EPA and DHA Omega 3s (GOED), a leading industry group with world-wide membership, 30 of its member companies, and environmentalist plaintiffs in a California lawsuit that was widely covered last year, jointly announced that they had reached agreement on implementation of the world's strictest safety standards for fish oils and environmental contaminants and that they have obtained the California Superior Court's approval of them for purposes of the State's strict "Proposition 65" toxics right-to-know law.

The new standards will be "fully reliable protection" against contamination by toxic chemicals, including PCBs, dioxins, furans and dioxin-like PCBs, and ensure consumer safety and product quality, those involved said. These new limits are expressed in parts per billion (1/1,000,000,000) for PCBs and parts per trillion (1/1,000,000,000) in relation to dioxins, furans and dioxin-like PCBs. As required by California's Proposition 65 law, collectively the new standards represent a contaminant standard that is at least 1,000 times safer than the so-called "no effects" level and also represent a standard that is significantly more stringent than what some fish oil and cod liver oil product manufacturers had been previously using as their definition of quality.

Omega 3 supplements have become a billion-dollar category in the US supplement industry. GOED, the trade association that represents the companies that manufacture the majority of all fish oil health supplements sold in the U.S. and worldwide, and the lawsuit plaintiffs, a California environmental group and two New Jersey environmentalists, signed an agreement committing GOED's member companies to meeting the new standards, and with plaintiffs accepting them as compliance with California's strict consumer-warning law for toxic contaminants. The agreement follows an investigation by environmentalists last year that found potentially disturbing levels of contaminants in a few fish oil products, particularly some salmon oil and cod liver oil products. Their lawsuit was filed on March 2, 2010 under California's Proposition 65, which requires consumer warnings when such contaminants are present in products sold to the public.

“Any fish oil product that meets the new GOED standard is one that consumers can buy with confidence,” said plaintiff Chris Manthey. “We will continue to press our legal action against products that don’t abide by the standard, but we think the laggards in this industry will have to catch up quickly, or else see their customers switching to brands they can be sure of.”

GOED’s Proposition 65 subcommittee chair, Robert Orr stated that, “these standards are very strict, but our industry can and should meet them without trouble. To emphasize the point, 30 member companies of GOED signed the court-enforceable consent judgment with the plaintiffs approved by Judge Richard Kramer today, legally committing that their fish oil products will comply to the new standards. We hope the rest of the industry will quickly follow suit.”

The agreement entered into by GOED will also see it and the environmental groups undertake a three year random product testing program that will further enhance consumer trust and confidence, assess and ensure compliance with the new standards, and identify products that may not meet the agreed upon standards.

The new standards themselves are based on recent World Health Organization recommendations, and cover not only PCBs (polychlorinated biphenyl compounds, the toxic industrial chemicals that led to the original lawsuit) but also dioxins, furans, and the critical dioxin-like PCBs, which are among the most potent cancer and birth-defect causing chemicals known. Specifically, they require that the EPA and DHA omega-3 supplements sold to consumers by GOED members in California meet the following maximum limits or else provide clear and reasonable Proposition 65 warnings:

Dates Applicable:	Total PCBs	Dioxin-Like PCBs, Dioxins, and Furans Combined
Prior to July 30, 2011	90 ng/day	5 pg WHO-TEQ/g
July 31, 2011 to December 30, 2012	90 ng/day	4 pg WHO-TEQ/g
December 31, 2012 and beyond	90 ng/day	3 pg WHO-TEQ/g

Adam Ismail, Executive Director of GOED, stated that, “even before this agreement was signed, the vast majority of fish oil products were safe. However, the signing of this agreement and the new quality standards that it puts in place for Omega-3 fish oil supplements is an important event for consumers in California and across the U.S., as it establishes both unquestionably stringent safety standards and a level of industry self-regulation for dietary supplements that were previously not required in North America.”

More information about the settlement agreement containing the new standards and the associated Consent Judgment approved by the California Superior Court may be found on www.goedquality.com and www.fishoilsafety.com.

For interviews with GOED contact Miranda Barnard at +1 (801) 538-0777 Ext. 108, or mirandab@imgbranding.com. For interviews with the plaintiffs, contact Patricia Brooks at 202-351-1757, or patricia@matchmapmedia.com.

About GOED

GOED is a proactive and accountable association of the world's finest processors, refiners, manufacturers, distributors, marketers, retailers and supporters of products containing Eicosapentaenoic Acid (EPA) and Docosahexaenoic Acid (DHA) omega-3 fatty acids. The organization's objectives are to promote and protect the category, educate consumers about the health benefits of EPA/DHA, and work with government groups, the healthcare community and the industry, while setting high standards for its business sector. GOED and its members are committed to personal integrity, ethical corporate behavior, public safety and quality assurance. For more information, visit www.goedquality.com.

About Fishoilsafety.com

FishOilSafety.com was founded to encourage the sale of safe and sustainable fish oil and fish meal products.

###

EXHIBIT D

(Contact Information for Future Notice)

Name of Party: MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

Name of Contact Person: William Verick

Street/Suite Address: 424 First Street

City/State/Country/Postal Code: Eureka, CA 95501

Telephone No.: 707-268-8900 x3

Facsimile No.: 707-268-8901

Email Address: wverick@igc.org

EXHIBIT D

(Contact Information for Future Notice)

Name of Party: CHRISTOPHER MANTHEY

Name of Contact Person: _____

Street/Suite Address: 19 Marquette

City/State/Country/Postal Code: Montclair, NJ 07043

Telephone No.: _____

Facsimile No.: _____

Email Address: chrismanthey@me.com

EXHIBIT D

(Contact Information for Future Notice)

Name of Party: BENSON CHILES

Name of Contact Person: _____

Street/Suite Address: 59 Third Avenue

City/State/Country/Postal Code: Atlantic Highlands, NJ 07716

Telephone No.: _____

Facsimile No.: _____

Email Address: bensochiles@gmail.com

EXHIBIT D

(Contact Information for Future Notice)

Name of Party: GLOBAL ORGANIZATION FOR EPA AND DHA OMEGA-3'S

Name of Contact Person: Executive Director

Street/Suite Address: 1075 Hollywood Avenue

City/State/Country/Postal Code: Salt Lake City, Utah 84105

Telephone No.: 801-746-1413

Facsimile No.: 801-474-2571

Email Address: _____