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14 Attorneys for Plaintiff
15 **MATEEL ENVIRONMENTAL JUSTICE FOUNDATION**

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF HUMBOLDT**

18 THE MATEEL ENVIRONMENTAL
19 JUSTICE FOUNDATION,

20 Plaintiff,

21 v.

22 AKER BIOMARINE, *et al.*,

23 Defendants.

24 **Case No. DR110874**

25 **STIPULATION FOR ENTRY OF**
26 **CONSENT JUDGMENT**

27 *(Complaint Filed: November 18, 2011)*
28 *(Trial Date: None Yet Set)*

1 **1. INTRODUCTION**

2 **1.1** On April 15, 2011, the Mateel Environmental Justice Foundation ("Plaintiff")
3 served a sixty-day notice of violation pursuant to Health and Safety Code section 25249.7(d)
4 ("Notice") stating its intent to file claims under the Safe Drinking Water and Toxic Enforcement
5 Act of 1986, Health and Safety Code Sections 25249.6, *et seq.* ("Proposition 65") with respect to
6 PCBs and 2,3,7,8-tetrachlorodibenzo-*p*-dioxin, polychlorinated dibenzo-*p*-dioxins, and
7 polychlorinated dibenzofurans (collectively "Dioxins/Furans") contained in products made of, or
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1 from, fish oils, fish liver oils, shark or squid oils, shark liver oils, and other oils containing
2 eicosapentaenoic acid (“EPA”) and docosahexaenoic acid (“DHA”) (collectively, “EPA and
3 DHA Omega-3s”) distributed and/or sold by the companies listed on Exhibit A hereto (“Settling
4 Defendants”). (Collectively, the products subject to the Notice and that are marketed by Settling
5 Defendants, are referred to herein as “Covered Products.”)

6 **1.2** After more than sixty (60) days plus service time had passed since provision of
7 the Notice to all public prosecutors authorized to bring claims under Proposition 65 and to all of
8 the companies listed on Exhibit A, concurrently with execution of this Stipulation for Approval
9 and Entry of Consent Judgment (“Consent to Judgment”), Plaintiff filed a complaint in the
10 California Superior Court for the County of Humboldt entitled *Mateel Environmental Justice*
11 *Foundation v. Aker Biomarine, et al.* (Case No. DR110874) containing claims for the alleged
12 violation of section 25249.6 of Proposition 65 with respect to the failure to warn for exposures to
13 PCBs and Dioxins/Furans in the Covered Products. (Copies of the Notice and Plaintiff’s
14 complaint are attached hereto as Exhibit B.)

15 **1.3** PCBs have been listed by the Governor of the State of California as both known
16 carcinogens and known reproductive toxins. Polychlorinated dibenzo-*p*-dioxins and
17 polychlorinated dibenzofurans have also been listed as known carcinogens. 2,3,7,8-
18 tetrachlorodibenzo-*p*-dioxin has been listed as both a known carcinogen and a known
19 reproductive toxin. (Collectively, polychlorinated dibenzo-*p*-dioxins and polychlorinated
20 dibenzofurans, including 2,3,7,8-tetrachlorodibenzo-*p*-dioxin, are referred to herein as
21 “Dioxins/Furans”; PCBs and Dioxins/Furans are referred to collectively hereinafter as the
22 “Listed Chemicals”.)

23 **1.4** Settling Defendants are businesses that employ ten or more persons and
24 manufacture, distribute, and/or market the Products in the global economy such that their
25 Covered Products, or other products derived from the use of their Covered Products as
26 components including but not limited to dietary supplements (“Subsidiary Products”), are or may
27 be offered for sale in California. For purposes of the potential approval and entry of this Consent
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1 to Judgment only, Plaintiff and the Settling Defendants stipulate that this Court will, at the time it
2 considers approval and entry of the Consent to Judgment, have jurisdiction over the claims of
3 Proposition 65 violations described in the Notices and personal jurisdiction over the Settling
4 Defendants as to the acts alleged of them in the Notices; that venue is proper in the County of
5 Humboldt; and that this Court has jurisdiction under Proposition 65 and Code of Civil Procedure
6 Section 664.6 to enter this Consent to Judgment and a resulting judgment of the Court resolving
7 Settling Defendants' alleged liability under the Plaintiff's complaint as a full settlement and
8 resolution of the allegations made against the Settling Defendants' Covered Products relative to
9 Proposition 65 as contained in the Notice.

10 **1.5** This Consent to Judgment is intended to resolve claims that are denied and
11 disputed by the Settling Defendants. The Plaintiff and the Settling Defendants are entering into
12 this Consent to Judgment as a full and final settlement to avoid the need for prolonged litigation
13 between them concerning the allegations set forth in the Notice. This Consent to Judgment shall
14 not constitute an admission with respect to any material allegation set forth in the Notice or
15 Plaintiff's complaint; nor shall it be deemed an admission as to any fact or issue of law. This
16 Consent to Judgment, or compliance with it, also shall not be used as evidence of any
17 wrongdoing, misconduct, culpability or liability on the part of the Settling Defendants.

18 **2. SETTLEMENT PAYMENTS**

19 **2.1** In settlement of all of the claims referred to in this Consent to Judgment, the
20 Settling Defendants listed in Exhibit A shall collectively pay to Plaintiff an aggregate of \$60,000
21 (sixty thousand dollars) in total monetary relief.

22 **2.2** The foregoing amount shall be paid collectively by the Settling Defendants or a
23 person or organization acting on their behalves to Plaintiff's counsel as reimbursement for
24 attorney fees and costs incurred on behalf of the Plaintiff in investigating this matter, negotiating
25 this Consent to Judgment, and obtaining its review and approval by this Court. Any amount
26 required by this paragraph may be divided by Plaintiff's counsel in whatever proportion they
27 have agreed among themselves.
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1 **2.3** The payments described in Paragraphs 2.2 and 2.3 above shall be delivered within
2 fifteen (15) business days following the Settling Defendants' receipt of notice of entry of this
3 Consent to Judgment to Law Offices of David Roe, 1061 Walker Ave., Oakland CA 94610,
4 payable to "Law Offices of David Roe IOLTA."

5 **2.4** Except as specifically provided in this Consent to Judgment, each side shall bear
6 its own costs and attorney fees.

7 **2.5** In consideration of the payment to be made under this Section, Plaintiff's counsel
8 jointly and individually agree that any recovery for attorney fees received by them or either of
9 them pursuant to this Consent to Judgment shall reduce any obligation of Chris Manthey and/or
10 Benson Chiles to compensate them for attorney fees pursuant to the agreement for legal services
11 dated March 7, 2008 ("Fish oil retainer agreement") by the full amount so received.

12 **3. ENTRY OF CONSENT JUDGMENT**

13 **3.1** Plaintiff and the Settling Defendants hereby request that, upon its approval of this
14 Consent to Judgment, the Court promptly enter judgment as to the Settling Defendants based on
15 this Consent to Judgment. Upon entry of a judgment based on this Consent to Judgment,
16 Plaintiff and Settling Defendants waive their respective rights to a hearing or trial on the
17 allegations in the Complaint as it will have been deemed amended.

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

19 **4.1** This Consent to Judgment is a full, final and binding resolution between Plaintiff,
20 acting on behalf of itself and, as to those matters raised in the Notice, acting in the public interest
21 pursuant to Health and Safety Code section 25249.7(d), and the Settling Defendants (including
22 their parents, subsidiaries, affiliates, officers, directors, shareholders, and employees) of all
23 matters alleged in the Notice and Plaintiff's complaint, including any violation of Proposition 65,
24 or the regulations promulgated thereunder, to the fullest extent that any violation has been or
25 could have been asserted by Plaintiff against the Settling Defendants with respect to exposures to
26 the Listed Chemicals in the Covered Products.

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1 **4.2** This Consent to Judgment is a full, final and binding resolution between Plaintiff,
2 acting on behalf of itself and, as to those matters raised in the Notice, acting in the public interest
3 pursuant to Health and Safety Code section 25249.7(d), and the Settling Defendants (including
4 their parents, subsidiaries, affiliates, officers, directors, shareholders, and employees) of all
5 matters alleged in the Notice and Plaintiff's complaint, including any violation of Proposition 65,
6 or the regulations promulgated thereunder, to the fullest extent that any violation has been or
7 could have been asserted by Plaintiff against the Settling Defendants with respect to exposures to
8 Listed Chemicals in Subsidiary Products which contain Covered Products in whole or in part.

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

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

4 **4.5** Nothing in Paragraphs 4.3 or 4.4 above or Paragraph 4.7 below shall be deemed to
5 waive or resolve a claim against, or provide a release to, a defendant named in San Francisco
6 Superior Court Case No. CGC-10-497334 with respect to Covered Products or Subsidiary
7 Products that were specifically delineated on the "Product List" attached to the 60-Day Notice
8 Plaintiff, Chris Manthey, and Benson Chiles issued on August 6, 2009. In addition, nothing in
9 Paragraphs 4.3 or 4.4 above shall be deemed to resolve, bar, or estop a claim against, or provide
10 a release to, an alleged violator of Proposition 65 that was named in the 60-day notice letter
11 issued on behalf of Chris Manthey and Benson Chiles on August 5, 2011 but only with respect to
12 Covered Products or Subsidiary Products that were specifically delineated on Exhibit B of that
13 August 5, 2011 notice letter.

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

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

14 **“A GENERAL RELEASE DOES NOT EXTEND TO**
15 **CLAIMS WHICH THE CREDITOR DOES NOT**
16 **KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT**
17 **THE TIME OF EXECUTING THE RELEASE,**
18 **WHICH IF KNOWN BY HIM MUST HAVE**
19 **MATERIALLY AFFECTED HIS SETTLEMENT**
20 **WITH THE DEBTOR.”**

21 Plaintiff understands and acknowledges that the significance and consequence of this waiver of
22 California Civil Code section 1542 are that even if Plaintiff hereafter discovers facts in addition
23 to, or different from those which they now know or believe to be true as to the Covered Products,
24 that with respect to Covered Products (and in Covered Products to the extent they are used as
25 components in Subsidiary Products), Plaintiff will not be able to make any claim against the
26 Settling Defendants (including their parents, subsidiaries, affiliates, officers, directors, and
27 employees), who may manufacture, use, maintain, distribute or sell the Covered Products based
28 on those facts. Furthermore, Plaintiff acknowledges that it intends these consequences for any
such claims which may exist as of the date of this release but which they do not know exist, and
which, if known, would materially affect its decision to enter into this Consent to Judgment,

1 regardless of whether their lack of knowledge is the result of ignorance, oversight, error,
2 negligence, or any other cause.

3 **4.8** Except as set forth in Section 4.6 above, nothing in this Consent to Judgment shall
4 create a limitation on a Proposition 65 enforcement action based on future conduct if such future
5 conduct is not in compliance with the terms of Section 7 of this Consent to Judgment. Future
6 conduct includes, but is not limited to, a Settling Defendant manufacturing, distributing, or
7 offering for sale in California any Covered Product manufactured after the effective date of this
8 Consent to Judgment or manufacturing, distributing, or offering for sale in California any
9 Subsidiary Product manufactured after the effective date of this Consent to Judgment.

10 **5. ENFORCEMENT OF JUDGMENT**

11 **5.1** Except as otherwise provided herein, the terms of this Consent to Judgment and
12 the resulting judgment, if entered by the Court, shall be enforceable under California law. The
13 parties may, by noticed motion or order to show cause before the Superior Court of Humboldt
14 County, giving the notice required by law, enforce the terms and conditions contained herein.
15 The parties hereto agree that prior to any such enforcement action, they will notify each other of
16 any perceived violation of this Consent to Judgment. The parties further agree to take no
17 enforcement action for 30 days after such notice is given, in order to allow the parties to meet
18 and confer in good faith in an effort to resolve the alleged violation.

19 **6. MODIFICATION OF JUDGMENT**

20 **6.1** Except as otherwise provided for herein, this Consent to Judgment may be
21 modified only upon written agreement of the parties and, following notice to the Office of the
22 California Attorney General, upon entry of a modified judgment by the Court thereon, or upon
23 motion of any party as provided by law (including with service of the motion on the Office of the
24 California Attorney General) and upon entry of a modified judgment by the Court.

25 **7. INJUNCTIVE RELIEF**

26 **7.1** Definitions Applicable to this Paragraph.

27 The following definitions shall apply to this Paragraph 7 unless otherwise specified
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1 herein.

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

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

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

6 **7.2** Except as provided in Section 7.5 below, Covered Products shall be deemed to
7 comply with all current requirements of Proposition 65 for the Listed Chemicals and to be
8 exempt from any Proposition 65 warning requirements for PCBs and/or Dioxins/Furans, if the
9 Covered Product meets the following standards based on the date of manufacture of the Covered
10 Product in question, as specified below:

| Dates Applicable: | PCBs | Dioxin-Like PCBs, Dioxins, and Furans Combined |
|------------------------------|--------------------|---|
| Prior 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 |

15 **7.3** In the event Plaintiff enters into an agreement or consent judgment with any other
16 person manufacturing products made of, or from, fish oils, fish liver oils, shark or squid oils,
17 shark liver oils, and other oils containing EPA and DHA Omega-3s addressing alleged violations
18 of Proposition 65 with respect to exposures to the Listed Chemicals that provides for less
19 stringent standards than the standards set forth in Paragraph 7.2 above, or if a judgment is entered
20 in San Francisco Superior Court Case No. CGC-10-497334 or pursuant to a resolution of the
21 claims alleged in the 60-day Notice letter issued on behalf of Chris Manthey and Benson Chiles
22 on August 5, 2011 that provides for such less stringent standards, then this Consent to Judgment
23 and any resulting judgment entered by the Court shall be subject to modification without the
24 objection of the Plaintiff to provide a Settling Defendant with the option of complying with such
25 less stringent standards rather than those set forth in Paragraph 7.2 above.

26 **7.4** Obtaining test results from a laboratory accredited by or under the auspices of
27 ILAC for conducting analyses pursuant to the methods specified in subsections 7.1(b) and (c)
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1 above (including but not limited to Columbia Analytical Services, Nutrasource Diagnostics,
2 Wellington Laboratories, Inserco, and NILU) showing that the preceding standards have been
3 met for a specific Covered Product or Subsidiary Product and making such test results available
4 to the Plaintiff upon request for good cause shown shall be deemed to establish that the standards
5 have been met in good faith *provided that* the Plaintiff or the Settling Defendant do not
6 subsequently obtain conflicting test results from another ILAC accredited lab concerning the
7 same Covered Product or Subsidiary Product. If such conflicting test results are obtained by
8 either the Plaintiff or the Settling Defendant, and the Settling Defendant fails to obtain and
9 disclose results of re-testing showing compliance with the standards in Paragraph 7.2 within a
10 timely period, then the provisions of this Paragraph 7.4 shall not apply. For purposes of this
11 Paragraph 7.4, “disclose” shall mean deliver to the Plaintiff and/or announce and make available
12 to the general public; “re-testing” shall mean additional testing of the same product or products
13 that meets the requirements of Paragraph 7.1, by a laboratory that meets the requirements of this
14 Paragraph 7.4; and “timely period” shall mean 120 days from the day such conflicting test results
15 are received by the Settling Defendant.

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

9 **7.6** When required pursuant to this Consent to Judgment, a Settling Defendant shall
 10 provide Proposition 65 warnings as follows:

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

14 **WARNING:** This product contains dioxin, PCBs and/or other
 15 chemicals known to the State of California to cause cancer and
 16 birth defects or other reproductive harm.

17 (b) The Settling Defendant shall provide, or cause its direct or indirect
 18 customer to provide, the above warning statement with the unit package of the
 19 Covered Products or Subsidiary Products such that it can be read and understood
 20 by an ordinary consumer prior to purchase. Such warning shall be prominently
 21 affixed to or printed on each Covered Product’s or Subsidiary Product’s exterior
 22 label or package. The warning shall be at least the same size as the largest of any
 23 other safety warnings, if any, on the label or package. If printed on the label
 24 itself, the warning shall be contained in the same section that states other safety
 25 warnings, if any.

26 (c) The requirements for product labeling, set forth in subparagraphs (a) and
 27 (b) above are imposed pursuant to the terms of this Consent to Judgment. The
 28 parties recognize that product labeling is not the exclusive method of providing a

1 warning under Proposition 65 and its implementing regulations.

2 (d) Covered Products or Subsidiary Products which *are* dietary supplements or
3 supplemented food or beverages offered for retail sale to consumers in California
4 and that: (i) meet the standards set forth in the table in Paragraph 7.2 above as
5 applicable on the dates of manufacture set forth in Paragraph 7.2 above, and (ii)
6 meet the requirements set forth in the second sentence of Paragraph 7.5 above,
7 may be accompanied by a statement or symbol on their label, labeling, and/or
8 packaging affirmatively representing that the Covered Product or Subsidiary
9 Product in question meets the regulatory level set out in California's Proposition
10 65 with respect to PCBs. (Where employed pursuant to the authorization provided
11 by this subparagraph 7.6(d), such statements or symbols shall make no reference to
12 dioxins and/or furans.)

13 **8. AUTHORITY TO STIPULATE**

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

17 **9. RETENTION OF JURISDICTION**

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

21 **10. ENTIRE AGREEMENT**

22 This Consent to Judgment contains the sole agreement and understanding of the
23 parties with respect to the entire subject matter hereof, and any and all prior discussions,
24 negotiations, commitments and understandings related hereto.

25 **11. GOVERNING LAW**

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

2 **12. NOTICES**

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

7 To The Mateel Environmental Justice Foundation:
8 William Verick, Esq.
9 Klamath Environmental Law Center
424 First Street
10 Eureka, CA 95501

11 To Settling Defendants:
12 As set forth on Exhibit D

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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 of and Counsel to the Mateel
Environmental Justice Foundation

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 of and Counsel to the Mateel
Environmental Justice Foundation

DATED:

11 OCT 2011

SETTLING DEFENDANT

Company: **AKER BIOMARINE**

By: 

Name:

**Edvard Brække
Attorney-at-Law**

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:

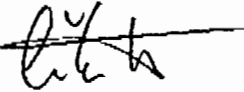
MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO of and Counsel to the Mateel Environmental Justice Foundation

DATED:

SETTLING DEFENDANT

Company: AURORA ALGAE Inc.

By: 

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 of and Counsel to the Mateel Environmental Justice Foundation

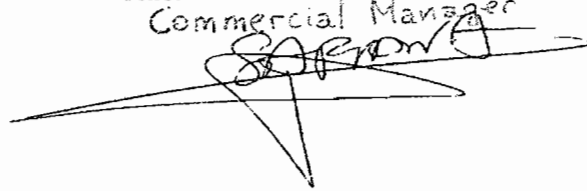
DATED: SETTLING DEFENDANT

Company:
Austral Group SAA and all its subsidiaries

By: 12th October 2011

Name:
Didier Saplana

Title:
Commercial Manager



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13. COURT APPROVAL

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IT IS SO STIPULATED:

DATED: MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO of and Counsel to the Mateel
Environmental Justice Foundation

DATED: **October 10, 2011**

SETTLING DEFENDANT

Company: **Azantis Inc.**

By:



Name: **John Schoonbrood**

Title: **President**

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13. COURT APPROVAL

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IT IS SO STIPULATED:

DATED: MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO of and Counsel to the Mateel
Environmental Justice Foundation

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

October 11, 2011

By: 

Name: Karen Barlean

Title: Vice President of Finance

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IT IS SO STIPULATED:

DATED:

MATEEL ENVIRONMENTAL JUSTICE
FOUNDATION

William Verick
CEO of and Counsel to the Mateel
Environmental Justice Foundation

DATED: 10/24/2011

SETTLING DEFENDANT

Company: BASF Corporation
for the benefit and on behalf of
itself and its affiliates and
By: *[Signature]* subsidiaries

Name: *[Signature]* BANDRUCI

Title: VP Nutrition & Health NH



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IT IS SO STIPULATED:

DATED:

MATEEL ENVIRONMENTAL JUSTICE
FOUNDATION

William Verick
CEO of and Counsel to the Mateel
Environmental Justice Foundation

DATED:

SETTLING DEFENDANT

Company: *BLODRUCA inc.*

By:



Name:

Robert Caioler

Title:

CEO

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13. COURT APPROVAL

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IT IS SO STIPULATED:

DATED:

MATEEL ENVIRONMENTAL JUSTICE
FOUNDATION

William Verick
CEO of and Counsel to the Mateel
Environmental Justice Foundation

DATED: *October 12, 2011*

SETTLING DEFENDANT

Company: *BIORIGINAL FOODS
SCIENCE CORP.*

By: *Sturault*

Name: *Starla Theriault*

Title: *VP Finance*

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IT IS SO STIPULATED:

DATED: MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO of and Counsel to the Mateel Environmental Justice Foundation

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

By: *Mikiya Takamoto*
Name: Mikiya Takamoto
Title: Division Director

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IT IS SO STIPULATED:

DATED: MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO of and Counsel to the Mateel Environmental Justice Foundation

DATED: SETTLING DEFENDANT

10/12/2011

Company: BORREGAARD IND. LTD.
division DENOMEGA PURE HEALTH

By: [Signature]
Name: [Signature]
Title: General Manager

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IT IS SO STIPULATED:

DATED: MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO of and Counsel to the Mateel Environmental Justice Foundation

DATED: SETTLING DEFENDANT
Company: COPEINCA

By: 
Name: Yael Traponsky
Title: CEO

Attn: Robert Falk

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IT IS SO STIPULATED:

DATED:

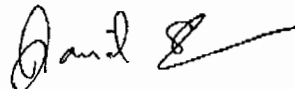
MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO of and Counsel to the Matcel
Environmental Justice Foundation

DATED: 10/10/11

SETTLING DEFENDANT

Company: CRODA INTERNATIONAL

By: 

Name: DAVID SHANNON

Title: VP SALES

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IT IS SO STIPULATED:

DATED:

MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO of and Counsel to the Mateel Environmental Justice Foundation

DATED:

10/10/11

SETTLING DEFENDANT

Company: *DSM Nutritional Products & its subsidiaries and affiliates*

By: *Hugh C. Welsh*

Name: *Hugh C. Welsh*

Title: *V.P. & General Counsel*

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IT IS SO STIPULATED:

DATED: MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO of and Counsel to the Mateel Environmental Justice Foundation

DATED: *OCTOBER 20, 2011*

SETTLING DEFENDANT
Company: *EPA X 1/s*



By:
Name: *TERJE BAKKEN*
Title: *CEO*

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IT IS SO STIPULATED:

DATED: MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO of and Counsel to the Mateel
Environmental Justice Foundation

DATED: 11. October, 2011

SETTLING DEFENDANT

Company: GC RIEBER OILS AS

By: 

Name: ØYVIND SAGLI

Title: PRODUCTION DIRECTOR

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IT IS SO STIPULATED:

DATED:

MATEEL ENVIRONMENTAL JUSTICE
FOUNDATION

William Verick
CEO of and Counsel to the Mateel
Environmental Justice Foundation

DATED: OCTOBER 11, 2011

SETTLING DEFENDANT

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

X By:

Name: JOAQUIN CRUZ S.

Title: MANAGING DIRECTOR

OCTOBER 11, 2011

SETTLING DEFENDANT

GOLDEN OMEGA S.A. AND ITS SUBSIDIARIES
AND AFFILIATES

X

MOISÉS ROQUELME R.

DIRECTOR

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IT IS SO STIPULATED:

DATED:

MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO of and Counsel to the Mateel Environmental Justice Foundation

DATED:

SETTLING DEFENDANT

Company: JR Carlson Laboratories

By: Carilyn Anderson

Name: Carilyn Anderson

Title: President

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IT IS SO STIPULATED:

DATED: MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO and Counsel to the Mateel
Environmental Justice Foundation

DATE: SETTLING DEFENDANT
Company: *WDPharma Bejasi Gully*
By: *R. Krumholz*
Name: *Rudolf Krumholz*
Title: *CEO*

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IT IS SO STIPULATED:

DATED:

MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO of and Counsel to the Mateel
Environmental Justice Foundation

DATED:

SETTLING DEFENDANT

Company: *MARINE NUTRICEUTICAL CORP.
AND ITS SUBSIDIARIES AND AFFILIATES*

By:

Name: *DHAV E. SANDNES*

Title: *PRESIDENT*

ATW: Mr. Robert Falk

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IT IS SO STIPULATED:

DATED: MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO of and Counsel to the Mateel Environmental Justice Foundation

DATED: OCT. 11, 2011

SETTLING DEFENDANT
Company: MARUHA NICHIKO FOODS INC.

By: T. Shoji

Name: Tamotsu Shoji

Title: General Manager of Foods & Fine Chemicals Dept.

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IT IS SO STIPULATED:

DATED:

MATEEL ENVIRONMENTAL JUSTICE
FOUNDATION

William Verick
CEO of and Counsel to the Mateel
Environmental Justice Foundation

DATED: *12 October 2011*

SETTLING DEFENDANT

Company: *Nodda Naturals*

By: *Jane A Ophim*

Name: *Jane Ophim*

Title: *CEO*

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13. COURT APPROVAL

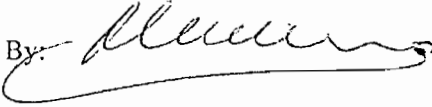
If this Consent to Judgment is not approved by the Court, it shall be of no force or effect, and cannot be used in any proceeding for any purpose.

IT IS SO STIPULATED:

DATED: MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO of and Counsel to the Mateel
Environmental Justice Foundation

DATED: *October 20, 2011* SETTLING DEFENDANT
Company: Ocean Nutrition Canada Limited

By: 
Name: Martin Jamieson

Title: President and CEO

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DATED:

MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO of and Counsel to the Mateel Environmental Justice Foundation

DATED:

SETTLING DEFENDANT

Company: Omega Natural Science Inc.
and subs. entities and affiliates
Omega Natural LTD, Galactic Ltd, SSC Holdings LLC

By: Carol A Locke
Name: CAROL A. LOCKE
Title: CEO President

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IT IS SO STIPULATED:

DATED:

MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO of and Counsel to the Mateel
Environmental Justice Foundation

DATED:

SETTLING DEFENDANT
Company: *ORIGINATES INL ITS
SUBSIDIARIES & AFFILIATES*

By:

Name: *MEYER MINSKI*

Title: *PRESIDENT*

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IT IS SO STIPULATED:

DATED:

MATEEL ENVIRONMENTAL JUSTICE
FOUNDATION

William Verick
CEO of and Counsel to the Mateel
Environmental Justice Foundation

DATED: 12/10 - 2011

SETTLING DEFENDANT
Company: *Pharma Marine AS*

By: *Ingrid Hystad*
Name: *INGRID H. LYSTAD*

Title: *Quality Director*

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IT IS SO STIPULATED:

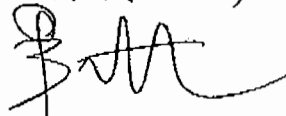
DATED:

MATEEL ENVIRONMENTAL JUSTICE
FOUNDATION

William Verick
CEO of and Counsel to the Mateel
Environmental Justice Foundation

DATED:

SETTLING DEFENDANT
Company: PHARMLINE, INC.

By: 

Name: GREG BERTHONIEU

Title: BRAND MANAGER

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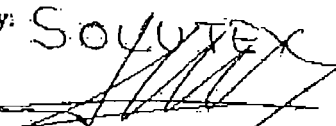
IT IS SO STIPULATED:

DATED: MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO of and Counsel to the Mateel Environmental Justice Foundation

DATED: SETTLING DEFENDANT

Oct 10th 2011

Company: SOLUTEX
By: 

Name: FERNANDO MORENO

Title: Executive Chairman

Subsidiaries:
SOLUTEX NA LLC
SOLUTEX AROMAS Y FRAGANCIAS, SL

Affiliates:
MEGAPORT PHARMA, SL
CAROTENOS Y DERNADOS, SL

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IT IS SO STIPULATED:

DATED: MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

William Verick
CEO of and Counsel to the Mateel Environmental Justice Foundation

DATED: SETTLING DEFENDANT
Company: *Tecnológica de Alimentos SA*
TASA.

By: 
Name: *Carlos Julio Jimilos Gonzalez*

Title: *CEO*

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DATED:

MATEEL ENVIRONMENTAL JUSTICE
FOUNDATION

William Verick
CEO of and Counsel to the Mateel
Environmental Justice Foundation

DATED:

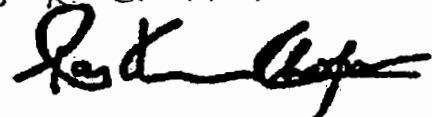
October 11, 2011

SETTLING DEFENDANT

Company: TISHCON CORP

By: RAJ K CHOPRA

Name:



Title: CHAIRMAN/CEO

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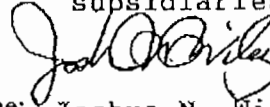
MATEEL ENVIRONMENTAL JUSTICE
FOUNDATION

William Verick
CEO of and Counsel to the Mateel
Environmental Justice Foundation

DATED:

SETTLING DEFENDANT

Company:Wiley Organics, Inc.dba
Organic Technologies
subsidiaries and affiliate

By: 

Name: Joshua N. Wiley

Title: V.P. Finance & Legal Affairs

Exhibit A

1 EXHIBIT A

2 (List of Settling Defendants)

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4 Aker BioMarine and its subsidiaries and affiliates

5 Aurora Algae Inc.

6 Austral Group S.A.A. and its subsidiaries

7 Azantis Inc. and its subsidiaries and affiliates

8 Barlean's Organic Oils, LLC and its subsidiaries and affiliates

9 BASF Corporation

10 Biodroga Inc.

11 Bioriginal Food and Science Corp. and its subsidiaries

12 Bizen Chemical Co., Ltd.

13 Borregaard WD. LTD., division Denomega Pure Health

14 Copeinca S.A.C.

15 Croda International and its subsidiaries + affiliates

16 DSM Nutritional Products and its subsidiaries and affiliates

17 EPAX AS

18 GC Rieber Oils AS

19 Golden Omega S.A. and its subsidiaries and affiliates

20 JR Carlson Laboratories

21 K.D. Pharma Bexbach GmbH and its subsidiaries and affiliates

22 Marine Nutraceutical Corp. and its subsidiaries and affiliates

23 Maruha Nichiro Foods, Inc.

24 Nordic Naturals, Inc., and its subsidiaries and affiliates

25 Ocean Nutrition Canada Limited

26 Omega Natural Science, Inc. and its subsidiaries and affiliates

27 Originates Inc. and its subsidiaries and affiliates

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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

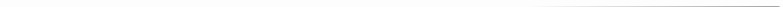
Wiley Organics, Inc. DBA Organic Technologies

Exhibit B

EXHIBIT B

(60-Day Notice and Complaint)

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Klamath

ENVIRONMENTAL
LAW CENTER

April 15, 2011

To All of Those Listed on Attachment A and B:

Corrected Notice of Violation of Cal. Health & Safety Code § 25249.6 (concerning exposures to PCBs, Dioxins, and Furans from EPA and DHA containing oils)

Please note that this is a follow-up letter that is a corrected version of a letter we mailed to you yesterday which contained several inadvertent errors regarding our notice of violation of California Health and Safety Code section 25249.6 ("Proposition 65") concerning fish, fish liver, shark, shark liver and other EPA and DHA-containing oils. This corrected letter incorporates by reference the Proposition 65 Certificate of Merit attached to our letter yesterday, another copy of which is attached.

The Mateel Environmental Justice Foundation ("Mateel"), Chris Manthey and Benson Chiles (collectively, the "Noticing Parties") give you and the public prosecutors identified on Attachment B notice that your company has been, is, will be and threatens to be in violation of Cal. Health & Safety Code §25249.6. The Noticing Parties are private enforcers of Proposition 65; all may be contacted at the below listed address and telephone number. I am a responsible individual at Mateel. The Noticing Parties are also represented by David Roe. Mr. Roe may be reached at: Law Offices of David Roe, 1061 Walker Ave, Oakland, CA 94610, (510) 465-5860.

The above-referenced violations occur and have occurred when people ingest fish (including, but not limited to, cod and salmon) oils, fish (including, but not limited to, cod) liver oils, shark or squid oils, and/or shark liver oils, as well as other oils containing eicosapentanoic acid (EPA) and docosahexaenoic acid (DHA) (collectively, the "Products") which your company manufacturers or directly or indirectly distributes, markets for sale, or sells to consumers in California. These Products expose the people who use or ingest them to polychlorinated biphenyls ("PCBs"), polychlorinated dibenzo-p-dioxins, polychlorinated dibenzofurans and 2,3,7, 8 tetrachlorodibenzo-para-dioxin via the ingestion, dermal absorption and, absorption through mucous membrane routes of exposure.

Your company did not and does not provide California consumers with clear and reasonable warnings as required by Proposition 65 before you expose them to the aforementioned chemicals via your Products. The above referenced violations have occurred every day since at least April 14, 2008 and will continue every day until these chemicals are reduced in, or eliminated from, your Products or until clear and reasonable warnings are given to California consumers for them as required by Proposition 65.

Cordially,

William Verick

ATTACHMENT A

Each of the below-listed businesses is being served with this notice by mailing a copy of the notice to:
Robert Falk, Morrison & Foerster LLP, 425 Market Street, San Francisco, CA 94105-2482,
their authorized agent for service of this notice.

AKER BIOMARINE
FJORDALLEEN 16 OSLO,
NORWAY -0115

AURORA ALGAE, INC.
3325 INVESTMENT BLVD.
HAYWARD, CA 94545

AUSTRAL GROUP S.A.A.
AV. VICTOR ANDRES BELAUNDE 147 CENTRO
EMPRESARIAL TORRE REAL SIETE
SAN ISIDRO, LIMA, PERU, LIMA27

AZANTIS, INC.
4885 RIVERBEND RD. SUITE D
BOULDER, CO 80301

BARLEAN'S ORGANIC OILS, LLC
980 9TH STREET, SUITE 1700
SACRAMENTO, CA 95814

BASF CORPORATION
100 CAMPUS DRIVE
FLORHAM PARK, NJ 07932

BIODROGA, INC.
301 JOSEPH CARRIER
JAUDREUIL, QC J7V5V5

BIORIGINAL FOOD AND SCIENCE CORP.
102 MELVILLE STREET
SASHTOON, SK. S7J ORI CANADA

BIZEN CHEMICAL CO., LTD.
363 TOKUTOMI
AKAIJUA-SHI, OKAYAMA JAPAN 709-0716

COPEINCA S.A.C.
CALLE FRANCISCO GRAÑA 155, URB. SANTA CATALINA,
LA VICTORIA
LIMA, PERU, L13

CRODA INTERNATIONAL
CRODA, INC
300-A COLUMBUS CIRCLE
EDISON, NEW JERSEY 08837-3907

BORREGAARD WD. LTD.,
DIVISION DEN OMEGA PURE HEALTH
P.O. BOX 162
NO-1701 SARPSBORG, NORWAY

DSM NUTRITIONAL PRODUCTS
45 WATERVIEW BLVD.
PARSIPPANY, NJ 07054

EPAX AS
AARSETER VEIEN 17
N-6028 NORWAY

GC RIEBER OILS AS
POST B 454
N-6501 KRISTIANSUND NORWAY

GOLDEN OMEGA S.A.
AV. EL GOLF 150, 15TH FLOOR LAS CONDES
SANTIAGO, CHILE

JR CARLSON LABORATORIES
15 W COLLEGE DR
ARLINGTON HEIGHTS, IL 60004

K.D. PHARMA BEXBACH GMBH
AM KRAFTWERK 6
BEXBACH 66450 GERMANY

MARINE NUTRICEUTICAL CORP.
794 SUNRISE BOULEVARD
MOUNT BETHEL, PA 18343

MARUHA NICHIRO FOODS, INC.
3-2-10 TOYOSU, KOTO
TOKYO, JAPAN 135-8605

ORIGINATES, INC.
20900 NE 30TH AVE. SUITE 707
AVENTURA, FL 33180

NORDIC NATURALS, INC.,
111 JENNINGS DRIVE
WATSONVILLE, CA 95076

OCEAN NUTRITION CANADA LIMITED
101 RESEARCH DRIVE
DARTMOUTH, NOVA SCOTIA, CANADA B2Y 4T6

OMEGA NATURAL SCIENCE, INC.
1050 WINTER STREET, SUITE 1000
WALTHAM, MA 02451

WILEY ORGANICS, INC. DBA ORGANIC TECHNOLOGIES
P.O. BOX 640
COSHOCTON, OH 43812

PHARMA MARJNE AS
TEROY
6280 SOVIK, NORWAY

PHARMLINE, INC.
41 BRIDGE STREET, PO BOX 291
FLORIDA, NY 10921

SOLUCIONES EXTRACTIVAS ALIMENTARIAS, SL
AURA DE BARAJAS, 24-3
28109-ALCOBENDAS MADRID SPAIN

TECNOLOGICS DE ALIMENTS S.A.
LAS BEGONIAS 441-352
LIMA, LIMA, PERU LIMA 27

TISHCON CORP.
50 SYLVESTER STREET
WESTBURY, NY 11590

ATTACHMENT B

SERVICE LIST

PROPOSITION 65 ENFORCEMENT
REPORTING
ATTENTION: PROP 65 COORDINATOR
1515 CLAY STREET, SUITE 2000
POST OFFICE BOX 70550
OAKLAND, CA 94612-0550

OFFICE OF THE CITY ATTORNEY
CITY OF OAKLAND
505 14TH ST. 12TH FLOOR
OAKLAND, CA 94612

OFFICE OF THE CITY ATTORNEY
CITY OF SAN FRANCISCO
CITY HALL ROOM 206
400 VAN NESS
SAN FRANCISCO, CA 94102

OFFICE OF THE CITY ATTORNEY
CITY OF SACRAMENTO
PO BOX 1948
SACRAMENTO, CA 95812-1948

OFFICE OF THE CITY ATTORNEY
CITY OF SAN JOSE
200 EAST SANTA CLARA STREET
SAN JOSE, CA 95113

OFFICE OF THE CITY ATTORNEY
CITY OF LOS ANGELES
200 N. MAIN ST.
LOS ANGELES, CA 90012

OFFICE OF THE CITY ATTORNEY
CITY OF SAN DIEGO CONSUMER &
ENVIRONMENTAL PROTECTION
1200 THIRD AVENUE, SUITE 700
SAN DIEGO, CA 92101

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF ALAMEDA
1225 FALLON STREET ROOM 900
OAKLAND, CA 94612

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF ALPINE
P.O. BOX 245
MARKLEEVILLE, CA 96120

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF AMADOR
708 COURT STREET
JACKSON, CA 95642

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF BUTTE
25 COUNTY CENTER DR.
OROVILLE, CA 95965

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF CALAVERAS
GOVERNMENT CENTER
891 MOUNTAIN RANCH ROAD
SAN ANDREAS, CA 95249

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF COLUSA
547 MARKET STREET
COLUSA, CA 95932

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF CONTRA COSTA
P.O. BOX 670
MARTINEZ, CA 94553

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF DEL NORTE
450 H ST. #171
CRESCENT CITY, CA 95531

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF EL DORADO
515 MAIN ST.
PLACERVILLE, CA 95667

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF FRESNO
2220 TULARE ST #1000
FRESNO, CA 93721

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF GLENN
P.O. BOX 430
WILLOWS, CA 95988

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF HUMBOLDT
825 5TH ST.
EUREKA, CA 95501

COUNTY OF IMPERIAL
COURTHOUSE, FLOOR 2
939 W. MAIN ST
EL CENTRO, CA 92243

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF INYO
P.O. DRAWER D
INDEPENDENCE, CA 93526

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF KERN
1215 TRUKTUN AVE. FLOOR 4
BAKERSFIELD, CA 93301

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF KINGS
1400 W. LACEY BLVD.
HANFORD, CA 93230

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF LAKE
255 N. FORBES ST. # 424
LAKEPORT, CA 95453

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF LASSEN
220 SOUTH LASSEN ST. STE 8
SUSANVILLE, CA 96130

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF LOS ANGELES
18000 CRIMINAL COURTS
BUILDING
210 W. TEMPLE ST.
LOS ANGELES, CA 90012

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF MADERA
209 W. YOSEMITE AVE.
MADERA, CA 93637

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF MARIN
HALL OF JUSTICE #183
SAN RAFAEL, CA 94903

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF MARIPOSA
P.O. BOX 730
MARIPOSA, CA 95338

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF MENDOCINO
PO BOX 1000
UKIAH, CA 95482

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF MERCED
2222 M ST.
MERCED, CA 95340

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF MODOC
204 SOUTH COURT STREET
ALTURAS, CA 96101

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF MONO
P.O. BOX 617
BRIDGEPORT, CA 93517

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF MONTEREY
240 CHURCH STREET
P.O. BOX 1131
SALINAS, CA 93902

COUNTY OF NAPA
931 PARKWAY MALL
P.O. BOX 720
NAPA, CA 94559-0720

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF NEVADA
110 UNION STREET
NEVADA CITY, CA 95959

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF ORANGE
401 CIVIC CENTER DR WEST
SANTA ANA, CA 92701

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF PLACER
10810 JUSTICE CENTER DR. STE 240
ROSEVILLE, CA 95678

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF PLUMAS
520 MAIN STREET #404
QUINCY, CA 95971

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF RIVERSIDE
4075 MAIN ST.
RIVERSIDE, CA 92501

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SACRAMENTO
901 G STREET
SACRAMENTO, CA 95814

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SAN BENITO
419 4TH ST
HOLLISTER, CA 95023

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SAN BERNARDINO
316 MT. VIEW AVE.
SAN BERNARDINO, CA 92415-0004

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SAN DIEGO
330 W. BROADWAY, SUITE 1100
SAN DIEGO, CA 92101

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SAN FRANCISCO
850 BRYANT ST #322
SAN FRANCISCO, CA 94103

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SAN JOAQUIN
222 E. WEBER AVE #202
STOCKTON, CA 95202

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SAN LUIS OBISPO
COUNTY GOVERNMENT CENTER
#450
SAN LUIS OBISPO, CA 93408

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SAN MATEO
HALL OF JUSTICE AND RECORDS
REDWOOD CITY, CA 94063

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SANTA BARBARA
1112 SANTA BARBARA ST.
SANTA BARBARA, CA 93101

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SANTA CLARA
70 W. HEDDING ST.
SAN JOSE, CA 95110

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SANTA CRUZ
701 OCEAN ST. #200
SANTA CRUZ, CA 95060

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SHASTA
1525 COURT ST.
REDDING, CA 96001

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SIERRA
P.O. BOX 457
DOWNTONVILLE, CA 95936

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SISKIYOU
P.O. BOX 986
YREKA, CA 96097

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SOLANO
600 UNION AVE
FAIRFIELD, CA 94533

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SONOMA
600 ADMINISTRATION DR. #212J
SANTA ROSA, CA 95403

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF STANISLAUS
1100 I ST. #200
MODESTO, CA 95354

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SUTTER
1160 CIVIC CENTER BLVD. #A
YUBA CITY, CA 95993

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF TEHAMA
P.O. BOX 519
REDBLUFF, CA 96080

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF TRINITY
P.O. BOX 310
WEAVERVILLE, CA 96093

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF TULARE
COURTHOUSE #224
VISALIA, CA 93291

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF TUOLUMNE
2 S. GREEN ST.
SONORA, CA 95370

VENTURA COUNTY DISTRICT
ATTORNEY'S OFFICE
800 SOUTH VICTORIA AVE
VENTURA, CA 93009

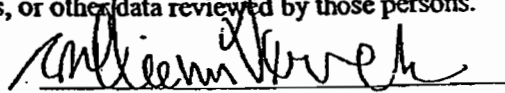
OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF YOLO
301 SECOND STREET
WOODLAND, CA 95695

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF YUBA
215 5TH ST.
MARTYSVILLE, CA 95901

CERTIFICATE OF MERIT

I, William Verick, hereby declare: This Certificate of Merit accompanies the attached notice(s) of violation in which it is alleged the parties identified in the notices have violated Health and Safety Code section 25249.6 by failing to provide clear and reasonable warnings. I am the attorney for the noticing party. I have consulted with one or more persons with relevant and appropriate experience or expertise who has reviewed facts, studies, or other data regarding the exposure to the listed chemical that is the subject of the action. Based on the information obtained through those consultations, and on all 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 plaintiffs' case can be established and the information did not prove that the alleged violator will be able to establish any of the affirmative defenses set forth in the statute. The copy of this Certificate of Merit served on the Attorney General attaches to it factual information sufficient to establish the basis for this certificate, including the information identified in Health and Safety Code section 25249.7(h)(2), i.e., (1) the identity of the person(s) consulted with and relied on by the certifier, and (2) the facts, studies, or other data reviewed by those persons.

Dated: April 14, 2011



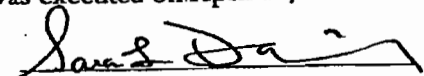
William Verick

This notice alleges the violation of Proposition 65 with respect to occupational exposures governed by the California State Plan for Occupational Safety and Health. The State Plan incorporates the provisions of Proposition 65, as approved by Federal OSHA on June 6, 1997. This approval specifically placed certain conditions on Proposition 65, including that it does not apply to the conduct of manufacturers occurring outside the State of California. The approval also provides that an employer may use the means of compliances in the general hazard communication requirements to comply with Proposition 65. It also requires that supplemental enforcement is subject to the supervision of the California Occupational Safety and Health Administration. Accordingly, any settlement, civil complaint, or substantive court orders in this matter must be submitted to the Attorney General.

CERTIFICATE OF SERVICE

I, Sara Davis, declare:

If called, I could and would testify as follows: I am over eighteen. My business address is 425 Market Street, San Francisco, California 94115. On April 15, 2011, I caused the attached Corrected NOTICE OF VIOLATION letter, or a letter identical in substance, and Certificate of Merit to be served by U.S. Mail on those public enforcement agencies listed on ATTACHMENT B SERVICE LIST. I deposited copies of these documents in envelopes, postage prepaid, with the U.S. Postal Service on the day on which the mail is collected. In addition, on the same date, I caused the attached Corrected NOTICE OF VIOLATION letter, Certificate of Merit and PROPOSITION 65: A SUMMARY to be sent to the private business entities listed on ATTACHMENT A by personally serving them on their agent authorized for service of this notice, Robert Falk, Morrison & Foerster LLP, 425 Market Street, San Francisco, CA 94105-2482. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on April 15, 2011 at San Francisco, California.



Sara Davis

NOTE: Authority cited: Section 25249.12, Health and Safety Code. Reference: Section 25249.7, Health and Safety Code.

APPENDIX A
OFFICE OF ENVIRONMENTAL HEALTH HAZARD
ASSESSMENT
CALIFORNIA ENVIRONMENTAL PROTECTION
AGENCY
THE SAFE DRINKING WATER AND TOXIC
ENFORCEMENT ACT OF 1986 (PROPOSITION 65): A
SUMMARY

The following summary has been prepared by the Office of Environmental Health Hazard Assessment, the lead agency for the implementation of the Safe Drinking Water and Toxic Enforcement Act of 1986 (commonly known as "Proposition 65"). A copy of this summary must be included as an attachment to any notice of violation served upon an alleged violator of the Act. The summary provides basic information about the provisions of the law, and is intended to serve only as a convenient source of general information. It is not intended to provide authoritative guidance on the meaning or application of the law. The reader is directed to the statute and its implementing regulations (see citations below) for further information. Proposition 65 appears in California law as Health and Safety Code Sections 25249.5 through 25249.13. Regulations that provide more specific guidance on compliance, and that specify procedures to be followed by the State in carrying out certain aspects of the law, are found in Title 22 of the California Code of Regulations, Sections 25000 through 27001.

WHAT DOES PROPOSITION 65 REQUIRE?

The "Governor's List." Proposition 65 requires the Governor to publish a list of chemicals that are known to the State of California to cause cancer, or birth defects or other reproductive harm. This list must be updated at least once a year. Over 735 chemical listings have been included as of November 16, 2001. Only those chemicals that are on the list are regulated under this law. Businesses that produce, use, release or otherwise engage in activities involving those chemicals must comply with the following:

Clear and reasonable warnings. A business is required to warn a person before "knowingly and intentionally" exposing that person to a listed chemical. The warning given must be "clear and reasonable." This means that the warning must: (1) clearly make known that the chemical involved is known to cause cancer, or birth defects or other reproductive harm; and (2) be given in such a way that it will effectively reach the person before he or she is exposed. Exposures are exempt from the warning requirement if they occur less than twelve months after the date of listing of the chemical.

June 2008

Prohibition from discharges into drinking water. A business must not knowingly discharge or release a listed chemical into water or onto land where it passes or probably will pass into a source of drinking water. Discharges are exempt from this requirement if they occur less than twenty months after the date of listing of the chemical.

DOES PROPOSITION 65 PROVIDE ANY

EXEMPTIONS?

Yes. The law exempts:

Governmental agencies and public water utilities. All agencies of the federal, State or local government, as well as entities operating public water systems, are exempt.

Businesses with nine or fewer employees. Neither the warning requirement nor the discharge prohibition applies to a business that employs a total of nine or fewer employees.

Exposures that pose no significant risk of cancer. For chemicals that are listed as known to the State to cause cancer ("carcinogens"), a warning is not required if the business can demonstrate that the exposure occurs at a level that poses "no significant risk." This means that the exposure is calculated to result in not more than one excess case of cancer in 100,000 individuals exposed over a 70-year lifetime. The Proposition 65 regulations identify specific "no significant risk" levels for more than 250 listed carcinogens.

Exposures that will produce no observable reproductive effect at 1,000 times the level in question. For chemicals known to the State to cause birth defects or other reproductive harm ("reproductive toxicants"), a warning is not required if the business can demonstrate that the exposure will produce no observable effect, even at 1,000 times the level in question. In other words, the level of exposure must be below the "no observable effect level (NOEL)," divided by a 1,000-fold safety or uncertainty factor. The "no observable effect level" is the highest dose level which has not been associated with an observable adverse reproductive or developmental effect.

Discharges that do not result in a "significant amount" of the listed chemical entering into any source of drinking water. The prohibition from discharges into drinking water does not apply if the discharger is able to demonstrate that a "significant amount" of the listed chemical has not, does not, or will not enter any drinking water source, and that the discharge complies with all other applicable laws, regulations, permits, requirements, or orders. A "significant amount" means any detectable amount, except an amount that would meet the "no significant risk" or "no observable effect" test if an individual were exposed to such an amount in drinking water.

HOW IS PROPOSITION 65 ENFORCED?

Enforcement is carried out through civil lawsuits. These lawsuits may be brought by the Attorney General, any district attorney, or certain city attorneys (those in cities with a June 2008 population exceeding 750,000). Lawsuits may also be brought by private parties acting in the public interest, but only after providing notice of the alleged violation to the Attorney General, the appropriate district attorney and city attorney, and the business accused of the violation. The notice must provide adequate information to allow the recipient to assess the nature of the alleged violation. A notice must comply with the information and procedural requirements specified in regulations (Title 27, California Code of Regulations, Section 25903). A private party may not pursue an enforcement action directly under Proposition 65 if one of the governmental officials noted above initiates an action within sixty days of the notice.

A business found to be in violation of Proposition 65 is subject to civil penalties of up to \$2,500 per day for each violation. In addition, the business may be ordered by a court of law to stop committing the violation.

FOR FURTHER INFORMATION...

Contact the Office of Environmental Health Hazard Assessment's Proposition 65 Implementation Office at (916) 445-6900.

COPY

1 WILLIAM VERICK, SBN 140972
Klamath Environmental Law Center
2 FREDRIC EVENSON, SBN 198059
424 First Street
3 Eureka, CA 95501
Telephone: (707) 268-8900
4 Facsimile: (707) 268-8901
wverick@igc.org
5 ecorights@earthlink.net

6 DAVID ROE SBN 62552
Law Offices of David Roe
7 1061 Walker Avenue
Oakland, CA 94610
8 Telephone: (510) 465-5860
davidroe@mail.com

9 Attorneys for Plaintiff,
10 MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF HUMBOLDT
13 (Unlimited Jurisdiction)

14 MATEEL ENVIRONMENTAL
15 JUSTICE FOUNDATION,

CASE NO DR110874

16 Plaintiff,

COMPLAINT FOR INJUNCTIVE RELIEF
AND CIVIL PENALTIES

17 v.

18 AKER BIOMARINE; AURORA ALGAE,
19 INC.; AUSTRAL GROUP S.A.A.; AZANTIS,
INC.; BARLEAN'S ORGANIC OILS, LLC;
20 BASF CORPORATION; BIODROGA, INC.;
BIORIGINAL FOOD AND SCIENCE CORP.;
21 BIZEN CHEMICAL CO., LTD;
BORREGAARD WD LTD; COPEINCA
22 S.A.C.; CRODA INTERNATIONAL; DSM
NUTRITIONAL PRODUCTS; EPAX AS; GC
23 RIEBER OILS AS GOLDEN OMEGA S.A.;
JR CARLSON LABORATORIES; K.D.
24 PHARMA BEXBACH GMBH; MARINE
NUTRICEUTICAL CORP; MARUHA
25 NICHIRO FOODS, INC.; NORDIC
NATURALS, INC.; OCEAN NUTRITION
26 CANADA LIMITED; OMEGA NATURAL
SCIENCE, INC. (ORIGINATES, INC.);
27 PHARMA MARINE AS; PHARMLINE,

TOXIC TORT/ENVIRONMENTAL

28

David V. FILED
NOV 18 2011

SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT

1 INC.; SOLUCIONES EXTRACTIVAS
2 ALIMENTARIAS, SL; TECHNOLOGICA de
3 ALIMENTOS S.A.; and TISHCON CORP.
(WILEY ORGANICS);

4 Defendants.

5
6
7 MATEEL ENVIRONMENTAL JUSTICE FOUNDATION allege as follows:

8 INTRODUCTION

9 1. This Complaint seeks civil penalties and an injunction to remedy the continuing
10 failure of defendants AKER BIOMARINE; AURORA ALGAE, INC.; AUSTRAL GROUP
11 S.A.A.; AZANTIS, INC.; BARLEAN'S ORGANIC OILS, LLC; BASF CORPORATION;
12 BIODROGA, INC.; BIORIGINAL FOOD AND SCIENCE CORP.; BIZEN CHEMICAL CO.,
13 LTD; BORREGAARD WD LTD; COPEINCA S.A.C.; CRODA INTERNATIONAL; DSM
14 NUTRITIONAL PRODUCTS; EPAX AS; GC RIEBER OILS AS GOLDEN OMEGA S.A.; JR
15 CARLSON LABORATORIES; K.D. PHARMA BEXBACH GMBH; MARINE
16 NUTRICEUTICAL CORP; MARUHA NICHIRO FOODS, INC.; NORDIC NATURALS, INC.;
17 OCEAN NUTRITION CANADA LIMITED; OMEGA NATURAL SCIENCE, INC.
18 (ORIGINATES, INC.); PHARMA MARINE AS; PHARMLINE, INC.; SOLUCIONES
19 EXTRACTIVAS ALIMENTARIAS, SL; TECHNOLOGICA de ALIMENTOS S.A.; and
20 TISHCON CORP. (WILEY ORGANICS), (hereinafter "Defendants"), to give clear and
21 reasonable warnings to those residents of California who are exposed to polychlorinated
22 biphenyls, polychlorinated dibenzo-p-dioxins, polychlorinated dibenzofurans and 2,3,7,8
23 tetrachlorinated dibenzo-p-dioxin (hereinafter, collectively, "PCBs and dioxins"), when they
24 handle, ingest and use dietary supplements or supplemented foods or beverages containing
25 containing eicosapentanoic acid (EPA) and docosahexaenoic acid (DHA) including those that
26 are, or that are made from, fish oils, fish liver oils, shark or squid oils, and/or shark liver oils
27 (collectively, hereinafter, "fish oil supplements"). PCBs and dioxins are known to the State of
28 California to cause cancer and birth defects. Defendants manufacture, distribute, and/or market
fish oil

1 supplements. Defendants' products cause exposures to PCBs and dioxins, which are chemicals
2 known to the State of California to cause cancer, birth defects and other reproductive harm.

3 2. Defendants are businesses that manufacture, market, and/or distribute fish oil
4 supplements. Defendants intend that residents of California ingest fish oil supplements that
5 Defendants manufacture, market, and/or distribute. When these products are ingested in their
6 normally intended manner, they expose people to PCBs and dioxins. In spite of knowing that
7 residents of California were and are being exposed to PCBs and dioxins when they ingest
8 Defendants' fish oil supplements, Defendants did not and do not provide clear and reasonable
9 warnings that these products cause exposure to chemicals known to cause cancer, birth defects
10 and other reproductive harm.

11 3. Plaintiff seeks injunctive relief pursuant to Health & Saf. Code § 25249.7 to
12 compel Defendants to bring their business practices into compliance with section Health & Saf.
13 Code § 25249.5 *et seq.* by providing a clear and reasonable warning to each individual who has
14 been and who in the future may be exposed to the above mentioned toxic chemicals from the
15 reasonably anticipated and intended use of Defendants' products.

16 4. In addition to injunctive relief, plaintiff seeks civil penalties to remedy the failure
17 of Defendants to provide clear and reasonable warnings regarding exposure to chemicals known
18 to cause cancer, birth defects and other reproductive harm.

19 PARTIES

20 5. Plaintiff MATEEL ENVIRONMENTAL JUSTICE FOUNDATION ("Mateel")
21 is a non-profit corporation dedicated to, among other causes, the protection of the environment,
22 promotion of human health, environmental education, and consumer rights. Mateel is based in
23 Eureka, California, and is incorporated under the laws of the State of California. Mateel is a
24 "person" within the meaning of Health & Saf, Code §§ 25118 and 25249.11(a). Mateel brings
25 this enforcement action in the public interest pursuant to Health & Safety Code §25249.7(d).

26
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28

1 6. Each Defendant is a person doing business within the meaning of Health & Safety
2 Code Section 25249.11(a). Each defendant is a business that manufactures, distributes, and/or
3 markets fish oil supplements in California. Marketing of these products in Humboldt County,
4 and/or to people who live in Humboldt County, causes people to be intentionally exposed to
5 PCBs while they are physically present in Humboldt County.

6 7. Mateel brings this enforcement action against Defendants pursuant to Health &
7 Safety Code Section 25249.7(d). Attached hereto and incorporated by reference is a copy of the
8 Notice of Violation letter dated April 15, 2011, which Mateel sent to California's Attorney
9 General. Notice of Violation letters identical in substance were sent to every District Attorney in
10 the state, and to the City Attorneys of every California city with a population greater than
11 750,000. On the same date, Mateel sent the same Notice of Violation letter to Defendants.
12 Attached to the 60-Day Notice Letter sent to the Defendants was a summary of Proposition 65
13 that was prepared by California's Office of Environmental Health Hazard Assessment. In
14 addition, the 60-Day Notice Letter Plaintiffs sent was accompanied by a Certificate of Service
15 attesting to the service of the 60-Day Notice Letter on each entity which received it. Pursuant to
16 California Health & Safety Code Section 25249.7(d), a Certificate of Merit attesting to the
17 reasonable and meritorious basis for the action was also sent with the 60-Day Notice Letter.
18 Factual information sufficient to establish the basis of the Certificate of Merit was enclosed with
19 the 60-Day Notice letter Plaintiffs sent to the Attorney General.

20 8. Each Defendant is a business that employs more than ten people.

21 JURISDICTION

22 9. The Court has jurisdiction over this action pursuant to California Health & Safety
23 Code Section 25249.7. California Constitution Article VI, Section 10 grants the Superior Court
24 "original jurisdiction in all causes except those given by statute to other trial courts." Chapter 6.6
25 of the Health & Safety Code, which contains the statutes under which this action is brought, does
26 not grant jurisdiction to any other trial court.

27 10. This Court also has jurisdiction over Defendants because they are businesses that
28 have sufficient minimum contacts in California and within the Humboldt County. Defendants
intentionally availed themselves of the California and Humboldt County markets for fish oil

1 supplements. It is thus consistent with traditional notions of fair play and substantial justice for
2 the Humboldt Superior Court to exercise jurisdiction over them.

3 11. Venue is proper in this Court because Defendants market their products in and
4 around Humboldt County and thus intentionally cause people to ingest PCBs while those people
5 are physically present in Humboldt County. Liability for Plaintiffs' causes of action, or some
6 parts thereof, has accordingly arisen in Humboldt County during the times relevant to this
7 Complaint and Plaintiffs accordingly seek civil penalties and forfeitures imposed by statutes.

8 FIRST CAUSE OF ACTION
9 (Claim for Injunctive Relief)

10 12. Plaintiff s reallege and incorporate by reference into this First Cause of Action, as
11 if specifically set forth herein, paragraphs 1 through 11, inclusive.

12 13. The People of the State of California have declared by referendum under
13 Proposition 65 (California Health & Safety Code § 25249.5 et seq.) their right "[t]o be informed
14 about exposures to chemicals that cause cancer, birth defects, and reproductive harm."

15 14. To effectuate this goal, Section 25249.6 of the Health and Safety Code mandates
16 that persons who, in the course of doing business, knowingly and intentionally expose any
17 individual to a chemical known to the State of California to cause cancer or birth defects, must
18 first provide a clear and reasonable warning to such individual prior to the exposure.

19 15. Since at least April 15, 2008, Defendants have engaged in conduct that violates
20 Health and Safety Code Section 25249.6 et seq. This conduct includes knowingly and
21 intentionally exposing those California residents who ingest fish oil supplements to PCBs and
22 dioxins. The normally intended use of fish oil supplements causes people to ingest PCBs and
23 dioxins, which are chemicals known to the State of California to cause cancer, birth defects and
24 other reproductive harm. Defendants have not provided clear and reasonable warnings within the
25 meaning of Health & Safety Code Sections 25249.6 and 25249.11.

26 16. At all times relevant to this action, Defendants knew that the fish oil supplements
27 they marketed were causing exposures to PCBs and dioxins. Defendants intended that residents
28 of California ingest fish oil supplements thereby causing significant exposures to these
chemicals.

1 17. By the above described acts, Defendants have violated Cal. Health & Safety Code
2 § 25249.6 and are therefore subject to an injunction ordering them to stop violating Proposition
3 65, to provide warnings to all present and future customers, and to provide warnings to their past
4 customers who purchased Defendants' products without receiving a clear and reasonable
5 warning.

6 SECOND CAUSE OF ACTION
7 (Claim for Civil Penalties)

8 18. Plaintiff realleges and incorporates by reference into this Second Cause of Action,
9 as if specifically set forth herein, paragraphs 1 through 17, inclusive.

10 19. By the above described acts, Defendants and each of them are liable, pursuant to
11 Health & Safety Code § 25249.7(b), for a civil penalty of up to \$2,500.00 per day for each
12 exposure of an individual to PCBs without proper warning from the use of Defendants' fish oil
13 supplements.

14 PRAYER FOR RELIEF

15 Wherefore, plaintiff prays for judgment against DEFENDANTS, as follows:

16 1. Pursuant to the First Cause of Action, that Defendants be enjoined, restrained, and
17 ordered to comply with the provisions of Section 25249.6 of the California Health & Safety
18 Code;

19 2. Pursuant to the Second Cause of Action, that Defendants be assessed a civil
20 penalty in an amount equal to \$2,500.00 per individual knowingly and intentionally exposed per
21 day, in violation of Section 25249.6 of the California Health & Safety Code, to PCBs and dioxins
22 as the result of Defendants' manufacturing, distributing or marketing of fish oil supplements;

23 3. That, pursuant to Civil Procedure Code § 1021.5, Defendants be ordered to pay to
24 Plaintiffs the attorneys fees and costs it incurred in bringing this enforcement action.

25 4. For such other relief as this court deems just and proper.

26 Dated: November 16, 2011

KLAMATH ENVIRONMENTAL LAW CENTER

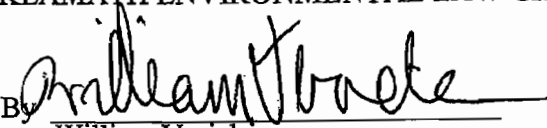
27 By 
28 William Verick
Attorney for Plaintiff

Exhibit C

Exhibit C

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EXHIBIT C
(WHO 2005 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 D

EXHIBIT D

(Contact Information for Future Notice under Consent Judgment)

Name of Company: AKER Biomarine

Name of Contact Person: Matts Johans^sen

Street/Suite Address: Fjordalleen 16

City/State/Country/Postal Code: Oslo, Norway N-0995

Telephone No.: + 47 29 130 120

Facsimile No.: + 47 29 130 110

Email Address: Matts.Johansen@AKERBiomarine.Com

With a copy to:

Executive Director
GOED
1075 Hollywood Avenue
Salt Lake City, Utah 84105
Fax: 801-474-2571

EXHIBIT D

(Contact Information for Future Notice under Consent Judgment)

1
2
3 Name of Company: AURORA ALGAE INC.
4
5 Name of Contact Person: LESLIE VAN DER MEULEN
6
7 Street/Suite Address: 3325 INVESTMENT BLVD
8
9 City/State/Country/Postal Code: HAYWARD, CA, USA, 94545
10
11 Telephone No.: 510-266-5011
12
13 Facsimile No.: ~~510~~ 510-266-5001
14
15 Email Address: LVDMEULEN@AURORAINC.COM
16
17
18
19
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With a copy to:

Executive Director
GOED
1075 Hollywood Avenue
Salt Lake City, Utah 84105
Fax: 801-474-2571

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EXHIBIT D

(Contact Information for Future Notice under Consent Judgment)

Name of Company: Austral Group SAA and its subsidiaries

Name of Contact Person: Mr. Didier Saplana

Street/Suite Address: Av. Victor Andrés Belaunde 147 Centro Empresarial Torre Real Siesta

City/State/Country/Postal Code: San Isidro / Lima / PERU / Lima 27

Telephone No.: (511) 710-7000

Facsimile No.: (511) 710-7000 ext 1832

Email Address: dsaplana@austral.com.pe

With a copy to:

Executive Director
GOED
1075 Hollywood Avenue
Salt Lake City, Utah 84105
Fax: 801-474-2571



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EXHIBIT D

(Contact Information for Future Notice under Consent Judgment)

Name of Company: Azantis Inc.

Name of Contact Person: John Schoonbrood

Street/Suite Address: 4885 Riverbend Rd. Suite D

City/State/Country/Postal Code: Boulder CO 80301

Telephone No.: 303 - 502 2400

Facsimile No.: 720 - 230 5454

Email Address: John@Azantis.com

With a copy to:

Executive Director
GOED
1075 Hollywood Avenue
Salt Lake City, Utah 84105
Fax: 801-474-2571

EXHIBIT D

(Contact Information for Future Notice under Consent Judgment)

Name of Company: BarLean's Organic Oils, LLC

Name of Contact Person: c/o Peg Carew Toledo, Mennemier
Glassman and Stroud

Street/Suite Address: 980 9th St, Suite 1700

City/State/Country/Postal Code: 9 Sacramento, CA 95814

Telephone No.: 916. 551. 2592

Facsimile No.: 916. 553. 4011

Email Address: Toledo@mgslaw.com

With a copy to:

Executive Director
GOED
1075 Hollywood Avenue
Salt Lake City, Utah 84105
Fax: 801-474-2571

EXHIBIT D

(Contact Information for Future Notice under Consent Judgment)

Name of Company: BASF CORPORATION

Name of Contact Person: Sany Jandali

Street/Suite Address: 100 Campus Drive

City/State/Country/Postal Code: Florham Park, NJ 07932

Telephone No.: 1-973-245-6134

Facsimile No.: _____

Email Address: sany.jandali@basf.com

With a copy to:

Executive Director
GOED
1075 Hollywood Avenue
Salt Lake City, Utah 84105
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EXHIBIT D

(Contact Information for Future Notice under Consent Judgment)

Name of Company: BIODROGA INC.

Name of Contact Person: ROBERT CAJOLET

Street/Suite Address: 301 JOSEPH-CARRIER

City/State/Country/Postal Code: VAUDREUIL-DOBSON, QC, CANADA, J7W0A4

Telephone No.: 450-510-5599

Facsimile No.: 450-510-6767

Email Address: rcajolet@biodroga.ca

With a copy to:

Executive Director
GOED
1075 Hollywood Avenue
Salt Lake City, Utah 84105
Fax: 801-474-2571

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EXHIBIT D

(Contact Information for Future Notice under Consent Judgment)

1
2
3 Name of Company: Biooriginal Food + Science Corp
4
5 Name of Contact Person: Joe Vidal
6
6 Street/Suite Address: 102 Melville St.
7
7 City/State/Country/Postal Code: Saskatoon, SK S7J 0Z1
8 Canada
8 Telephone No.: 306. 975. 9294
9
9 Facsimile No.: 306. 242. 3829
10
10 Email Address: Jvidal@biooriginal.com
11

12 With a copy to:

13 Executive Director
14 GOED
15 1075 Hollywood Avenue
16 Salt Lake City, Utah 84105
17 Fax: 801-474-2571
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EXHIBIT D

(Contact Information for Future Notice under Consent Judgment)

Name of Company: Bizen Chemical Co., Ltd.
Name of Contact Person: Toru Kuyama
Street/Suite Address: 363 Tokutomi
City/State/Country/Postal Code: Akaiwa-shi, Okayama JAPAN 709-0716
Telephone No.: +81-86-9530476
Facsimile No.: +81-86-9530460
Email Address: toru-kuyama@bizen-c.co.jp

With a copy to:

Executive Director
GOED
1075 Hollywood Avenue
Salt Lake City, Utah 84105
Fax: 801-474-2571

EXHIBIT D

(Contact Information for Future Notice under Consent Judgment)

1
2
3
4 Name of Company: BORREGAARD Ind. LTD, Denomega Pure Health
5 Name of Contact Person: Dr. Harald Ronneberg
6 Street/Suite Address: P.O. Box 162
7 City/State/Country/Postal Code: NO-1701 Sarpsborg, Norway
8 Telephone No.: +47 6911 8377, +47 918 34115
9 Facsimile No.: +47 6911 8901
10 Email Address: harald.ronneberg@denomega.com
11

12 With a copy to:

13 Executive Director
14 GOED
15 1075 Hollywood Avenue
16 Salt Lake City, Utah 84105
17 Fax: 801-474-2571
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EXHIBIT D

(Contact Information for Future Notice under Consent Judgment)

1
2
3 Name of Company: COPEINCA
4
5 Name of Contact Person: PABLO TRAPUNSKY
6
7 Street/Suite Address: FRANCISCO GRANA 155 SANTA CAROLINA
8
9 City/State/Country/Postal Code: LA VICTORIA, LIMA PERU 113
10
11 Telephone No.: (511) 213 4041
12
13 Facsimile No.: (511) 213 4029
14
15 Email Address: ptrapunsky@copeinca.com.pe
16
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With a copy to:

Executive Director
GOED
1075 Hollywood Avenue
Salt Lake City, Utah 84105
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EXHIBIT D

(Contact Information for Future Notice under Consent Judgment)

Name of Company: Croda International PLC

Name of Contact Person: David Shannow

Street/Suite Address: 300-A Columbus Circle

City/State/Country/Postal Code: Edison, New Jersey 08837-3907

Telephone No.: 732.417.0800

Facsimile No.: 732.417.0804

Email Address: david.shannow@croda.com

With a copy to:

Executive Director
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1075 Hollywood Avenue
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EXHIBIT D

(Contact Information for Future Notice under Consent Judgment)

Name of Company: DSM Nutritional Products & its subsidiaries and affiliates

Name of Contact Person: Hugh C. Welch, VP. & General Counsel

Street/Suite Address: 45 Waterview Blvd.

City/State/Country/Postal Code: Parsippany, NJ 07054

Telephone No.: 973-257-8311

Facsimile No.: 973-257-8312

Email Address: Hugh.Welsh @ dsm.com

With a copy to:

Executive Director
 GOED
 1075 Hollywood Avenue
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 Fax: 801-474-2571

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EXHIBIT D

(Contact Information for Future Notice under Consent Judgment)

Name of Company: EPAX A/S
Name of Contact Person: BALNR HJALTASON
Street/Suite Address: MUNKEDAMSVEN 35
City/State/Country/Postal Code: NO-0250 OSLO, NORWAY
Telephone No.: + 35 45 70 70 30
Facsimile No.: _____
Email Address: BALNR.HJALTASON@EPAX.COM

With a copy to:

Executive Director
GOED
1075 Hollywood Avenue
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Fax: 801-474-2571

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EXHIBIT D

(Contact Information for Future Notice under Consent Judgment)

GC RIEBER OILS AS

Name of Company: _____

Name of Contact Person: Øyvind Sagli / TORD NYGAARD

Street/Suite Address: P.O. 454

City/State/Country/Postal Code: N-6501 KRISTIANSUND, NORWAY

Telephone No.: +47 716 83000

Facsimile No.: _____

Email Address: OYVIND.SAGLI@GCRIEBER.NO /

TORD.NYGAARD@GCRIEBER.NO

With a copy to:

Executive Director
GOED
1075 Hollywood Avenue
Salt Lake City, Utah 84105
Fax: 801-474-2571

EXHIBIT D

(Contact Information for Future Notice under Consent Judgment)

Name of Company: GOLDEN OMEGA S.A. AND ITS AFFILIATES AND SUBSIDIARIES

Name of Contact Person: JORGE BRAHM

Street/Suite Address: AV. EL GOLF 150, 15TH FLOOR

City/State/Country/Postal Code: SANTIAGO, CHILE

Telephone No.: +562 4764100

Facsimile No.: +562 4764131

Email Address: jorge.brahm@orizon.cl

With a copy to:

Executive Director
GOED
1075 Hollywood Avenue
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Fax: 801-474-2571

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EXHIBIT D

(Contact Information for Future Notice under Consent Judgment)

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Name of Company: JR Carlson Laboratories

Name of Contact Person: Carilyn Anderson

Street/Suite Address: 15 W College Dr

City/State/Country/Postal Code: Arlington Heights IL, 60004

Telephone No.: 847-255-1600

Facsimile No.: _____

Email Address: Carilyn@carlsonlabs.com

With a copy to:

Executive Director
GOED
1075 Hollywood Avenue
Salt Lake City, Utah 84105
Fax: 801-474-2571

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EXHIBIT D

(Contact Information for Future Notice under Consent Judgment)

Name of Company: KD Pharma Bexbach GmbH
Name of Contact Person: Dr. Rudolf Krumholz
Street/Suite Address: Am Kraftwerk 6
City/State/Country/Postal Code: Bexbach 66450 Germany
Telephone No.: +49(0) 6826 3006
Facsimile No.: +49(0) 6826 3007
Email Address: info@kd-pharma.de

With a copy to:

Executive Director
GCWD
1075 Hollywood Avenue
Salt Lake City, Utah 84105
Fax: 801-474-2571



1 EXHIBIT D

2 (Contact Information for Future Notice under Consent Judgment)

3 Name of Company: MARINE NUTRICEUTICAL CORP.

4 Name of Contact Person: OLAV E. SANDNES

5 Street/Suite Address: 794 SUNRISE BLVD.

6 City/State/Country/Postal Code: MT. BETHEL, PA 18343

7 Telephone No.: +1-570-897-0351

8 Facsimile No.: +1-570-897-7732

9 Email Address: olav@marine-ingredients.com

10
11
12 With a copy to:

13 Executive Director
14 GOED
15 1075 Hollywood Avenue
16 Salt Lake City, Utah 84105
17 Fax: 801-474-2571
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EXHIBIT D

(Contact Information for Future Notice under Consent Judgment)

Name of Company: Maruha Nichiro Foods, Inc.

Name of Contact Person: Kimihiko Takaya

Street/Suite Address: 3-2-10 Toyosu, Koto

City/State/Country/Postal Code: Tokyo, Japan 135-8605

Telephone No.: 81.3.6833.4178

Facsimile No.: 81.3.6833.0092

Email Address: K.Takaya@maruha-nichiro.co.jp

With a copy to:

Executive Director
GOED
1075 Hollywood Avenue
Salt Lake City, Utah 84105
Fax: 801-474-2571

EXHIBIT D

(Contact Information for Future Notice under Consent Judgment)

Name of Company: Noodle Naturals

Name of Contact Person: Eric A. Ophim

Street/Suite Address: 111 Jennings Drive

City/State/Country/Postal Code: Watsonville, CA 95076

Telephone No.: 831-726-6200

Facsimile No.: 831-662-6600

Email Address: claire@noodlenaturals.com

With a copy to:

Executive Director
GOED
1075 Hollywood Avenue
Salt Lake City, Utah 84105
Fax: 801-474-2571

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EXHIBIT D

(Contact Information for Future Notice under Consent Judgment)

Name of Company: Ocean Nutrition Canada Limited

Name of Contact Person: Martin Jamieson - President and CEO

Street/Suite Address: 101 Research Drive

City/State/Country/Postal Code: Dartmouth, Nova Scotia, Canada, B2Y 4T6

Telephone No.: 902-480-3200

Facsimile No.: 902-480-3199

Email Address: _____

With a copy to:

Executive Director
GOED
1075 Hollywood Avenue
Salt Lake City, Utah 84105
Fax: 801-474-2571

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EXHIBIT D

(Contact Information for Future Notice under Consent Judgment)

Name of Company: Omega Natural Science & its Subsidiaries & affiliates

Name of Contact Person: Sarah Brown Administration

Street/Suite Address: Omega Natural Science, Inc 303 Wyman St Suite 300
Suite 300

City/State/Country/Postal Code: Waltham, MA, USA, 02451

Telephone No.: 781 652 0503

Facsimile No.: 617 849-5847

Email Address: Admin@omegabrite.com, sb@omegabrite.com

With a copy to:

Executive Director
 GOED
 1075 Hollywood Avenue
 Salt Lake City, Utah 84105
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EXHIBIT D

(Contact Information for Future Notice under Consent Judgment)

Name of Company: ORIGINATES INC ITS SUBSIDIARIES & AFFILIATES

Name of Contact Person: DANIEL MINSKI

Street/Suite Address: 20900 N-E. 30th AVE., SUITE 707

City/State/Country/Postal Code: AVENTURA FL 33180

Telephone No.: 954 233 2500

Facsimile No.: 954 233 1681

Email Address: danielm@originates.com

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EXHIBIT D

(Contact Information for Future Notice under Consent Judgment)

Name of Company: Pharma Marine AS
Name of Contact Person: Ingjerd H. Lystad
Street/Suite Address: Terey, 6280 SOVIK
City/State/Country/Postal Code: NORWAY
Telephone No.: + 47 7011 7409
Facsimile No.: + 47 7011 7490
Email Address: ingjerd@pharmamarine.no

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EXHIBIT D

(Contact Information for Future Notice under Consent Judgment)

Name of Company: PHARMLINE, INC.

Name of Contact Person: GREG BERTHONIEU

Street/Suite Address: 41 BRIDGE STREET

City/State/Country/Postal Code: FLORIDA, NY 10921

Telephone No.: 845 651 4443

Facsimile No.: 845 651 6900

Email Address: gberthonieu@pharmlineinc.com

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EXHIBIT D

(Contact Information for Future Notice under Consent Judgment)

Name of Company: SOLUCIONES EXTRACTAS ALIMENTARIAS SL

Name of Contact Person: DR. GERARD BANNENBERG

Street/Suite Address: Cta Barajas, 24 - 3º 3

City/State/Country/Postal Code: ALCOBENDAS -28109- MADRID- SPAIN

Telephone No.: +34 918 060 477

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Email Address: gbannenberg@solutex.es
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EXHIBIT D

(Contact Information for Future Notice under Consent Judgment)

Name of Company: Tecnologica de Alimentos S.A.

Name of Contact Person: Gustavo Ferreyros Cabieses

Street/Suite Address: Las Begonias 441 - OF. 352

City/State/Country/Postal Code: Lima/Lima/Peru/Lima 27

Telephone No.: 0051 1 6111400

Facsimile No.: 0051 1 6111401

Email Address: gferreyros@tasa.com.pe

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EXHIBIT D

(Contact Information for Future Notice under Consent Judgment)

Name of Company: Tishcow Corp

Name of Contact Person: Raj K. Chopra

Street/Suite Address: 50, Sylvester Street

City/State/Country/Postal Code: Westbury, NY 11590

Telephone No.: 516.333.2646

Facsimile No.: 516.997.1052

Email Address: Raj@Tishcow.com

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EXHIBIT D

(Contact Information for Future Notice under Consent Judgment)

Name of Company: Wiley Organics, Inc. dba Organic Technologies

Name of Contact Person: Joshua N. Wiley

Street/Suite Address: P.O. Box 640

City/State/Country/Postal Code: Coshocton, OH 43812

Telephone No.: 740-622-0755

Facsimile No.: 740-622-3231

Email Address: joshuawiley@organictech.com

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