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15 Attorneys for Defendant  
16 EROM, INC.

17 SUPERIOR COURT OF CALIFORNIA  
18 COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

19 ENVIRONMENTAL RESEARCH  
20 CENTER, a California non-profit  
21 corporation,

22 Plaintiff,

23 vs.

24 EROM, INC. and DOES 1-50, Inclusive,  
25 Defendants.

26 ) **Case No.: 30-2013-00673734-CU-MC-CJC**

27 ) Judge: William M. Monroe

28 ) **[PROPOSED] STIPULATED CONSENT  
JUDGMENT; [PROPOSED] ORDER**

29 ) **[Health & Safety Code § 25249.5, et seq.]**

30 **1. INTRODUCTION**

31 **1.1.** This Action arises out of the alleged violations of California’s Safe Drinking  
32 Water and Toxic Enforcement Act of 1986, California Health and Safety Code Section 25249.5  
33 *et seq.* (also known as and herein after referred to as “Proposition 65”) regarding the following  
34 products (hereinafter collectively the “Covered Products” or “Covered Product” to refer to a  
35 single product):

- 36 (1). Erom Inc. Juvo Slim Natural Raw Meal

1 (2). Erom Inc. Juvo Natural Raw Meal Whole Food

2 (3). Erom Inc. Juvo YogaFood

3 (4). Erom Inc. Juvo Raw Green Protein Organic Blend

4 **1.2.** ERC is a California non-profit corporation acting as a private enforcer of  
5 Proposition 65 that is dedicated to, among other causes, helping safeguard the public from health  
6 hazards by reducing the use and misuse of hazardous and toxic chemicals, facilitating a safe  
7 environment for consumers and employees, and encouraging corporate responsibility. ERC  
8 brings this Action in the public interest pursuant to California Health and Safety Code Section  
9 25249.7.

10 **1.3.** EROM, INC. is a California Corporation that is a person within the meaning of  
11 H&S Code §25249.11(a) and is sometimes referred to herein as “EROM.” EROM manufactures,  
12 distributes and sells the Covered Products.

13 **1.4.** ERC and EROM are hereinafter sometimes referred to individually as a “Party” or  
14 collectively as the “Parties.”

15 **1.5.** On April 15, 2011 and January 18, 2013, pursuant to California Health and Safety  
16 Code Section 25249.7(d)(1), ERC served Notices of Violations of Proposition 65 (“Notices of  
17 Violations”) on the California Attorney General, other public enforcers, and EROM. A true and  
18 correct copy of the April 15, 2011 Notice of Violations is attached hereto as Exhibit “A.” A true  
19 and correct copy of the January 18, 2013 Notice of Violations is attached hereto as Exhibit “B.”

20 **1.6.** After more than sixty (60) days passed since service of the Notices of Violations,  
21 and no designated governmental agency filed a complaint against EROM with regard to the  
22 Covered Products or the alleged violations, on September 5, 2013, ERC filed the Complaint in  
23 this Action (the “Complaint”) for injunctive relief and civil penalties. The Complaint is based on  
24 the allegations in the Notices of Violations.

25 **1.7.** The Complaint and the Notices of Violations each allege that EROM  
26 manufactured, distributed, and/or sold in California the Covered Products, which contain lead, a  
27 chemical listed under Proposition 65 as a carcinogen and reproductive toxin, and expose  
28 consumers at a level requiring a Proposition 65 warning. They further allege that use of the

1 Covered Products exposes persons in California to lead without first providing clear and  
2 reasonable warnings, in violation of California Health and Safety Code Section 25249.6. EROM  
3 denies all material allegations of the Notices of Violations and the Complaint, asserts numerous  
4 affirmative defenses, and specifically denies that the Covered Products require a Proposition 65  
5 warning or otherwise cause harm to any person.

6 **1.8.** The Parties enter into this Consent Judgment in order to settle, compromise and  
7 resolve disputed claims and avoid prolonged and costly litigation. Nothing in this Consent  
8 Judgment, nor compliance with its terms, shall constitute or be construed as an admission by any  
9 of the Parties, or by any of their respective officers, directors, shareholders, employees, agents,  
10 parent companies, subsidiaries, divisions, affiliates, suppliers, franchisees, licensees, distributors,  
11 wholesalers, or retailers, of any fact, conclusion of law, issue of law, violation of law, fault,  
12 wrongdoing, or liability, including without limitation, any admission concerning any alleged  
13 violation of Proposition 65. Except as expressly set forth herein, nothing in this Consent  
14 Judgment shall prejudice, waive, or impair any right, remedy, argument, or defense the Parties  
15 may have in any other or future legal proceeding unrelated to these proceedings. However,  
16 nothing in this Section shall affect the enforceability of this Consent Judgment.

17 **1.9.** The “Effective Date” of this Consent Judgment shall be the date this Consent  
18 Judgment is entered by the Court.

## 19 **2. JURISDICTION AND VENUE**

20 For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
21 jurisdiction over the subject matter of this Action and personal jurisdiction over the Parties, that  
22 venue is proper in this Court, and that this Court has jurisdiction to enter this Consent Judgment  
23 pursuant to the terms set forth herein.

## 24 **3. INJUNCTIVE RELIEF, REFORMULATION, TESTING, AND WARNINGS**

25 **3.1** Beginning on the Effective Date, EROM shall be permanently enjoined from  
26 manufacturing for sale in California, directly selling to a consumer in California or “Distributing  
27 into California” any of the Covered Products for which the maximum daily dose recommended  
28 on the label contains more than 0.5 micrograms of lead, unless such Covered Product complies

1 with the warning requirements in Section 3.3 or qualifies a “Reformulated Covered Product”  
2 pursuant to Section 3.4, or unless EROM can show that the excess exposure is caused solely by  
3 “naturally occurring” lead at the “lowest level currently feasible,” as set forth in California Code  
4 of Regulations, Title 27, section 25501, subdivision(a). “Distributing into California” means to  
5 directly ship any of the Covered Products into California for sale or to sell any of the Covered  
6 Products to a distributor that EROM knows or has reason to know will sell the Covered Product  
7 in California.

8           **3.2 Calculation of Lead Levels:** As used in this Consent Judgment, lead levels are  
9 calculated pursuant to the testing protocol described in Section 3.5. For purposes of measuring  
10 the lead, the highest lead detection result of the 5 randomly selected samples of the Covered  
11 Products will be controlling.

12           **3.3 Clear and Reasonable Warning:** For those Covered Products that are subject to  
13 the warning requirement of Section 3.1, EROM shall provide either of the following warning  
14 statements ("Warning") as specified below:

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

17  
18                   **“WARNING:** This product contains chemicals known to the State of California  
19                   to cause [cancer and] birth defects or other reproductive harm.”

20  
21           The text in brackets in the warnings above is optional, except that the term “cancer” must  
22 be included only if the maximum daily dose recommended on the label contains more than 15  
23 micrograms of lead.

24           The Warning shall be permanently affixed to or printed on (at the point of manufacture,  
25 prior to shipment to California, or prior to distribution within California) the outside packaging  
26 or container of each unit of the Covered Product. The Warning shall be displayed with such  
27 conspicuousness, as compared with other words, statements designs or devices on the packaging  
28 or labeling, as to render it likely to be read and understood by an ordinary individual prior to

1 purchase. If the Warning is displayed on the product container or labeling, the Warning shall be  
2 at least the same size as the largest of any other health or safety warnings on the product  
3 container or labeling, and the word “**WARNING**” shall be in all capital letters and in bold print.  
4 If printed on the labeling itself, the Warning shall be contained in the same section of the  
5 labeling that states other safety warnings concerning the use of the Covered Product. No other  
6 statements regarding Proposition 65 or lead will accompany the Warning.

7           **3.4 Reformulated Covered Products:** A Reformulated Covered Product is one for  
8 which the maximum recommended daily serving on the label contains no more than 0.5  
9 micrograms of lead per day.

10           **3.5 Testing and Quality Control Methodology:** Beginning within one year of the  
11 Effective Date, EROM shall test five (5) randomly selected samples of each of the Covered  
12 Products (in the form intended for sale to the end-user) for lead content. The testing requirement  
13 does not apply to any of the Covered Products for which EROM has provided the Warning  
14 specified in Section 3.3.

15                   (a) Testing for lead shall be performed using Inductively Coupled Plasma-  
16 Mass Spectrometry (“ICP-MS”) or any other testing method subsequently agreed to in writing by  
17 the Parties.

18                   (b) All testing pursuant to this Consent Judgment shall be performed by an  
19 independent third-party laboratory certified by the California Environmental Laboratory  
20 Accreditation Program or a laboratory that is registered with the United States Food & Drug  
21 Administration.

22                   (c) EROM shall retain all test results and documentation for a period of four  
23 (4) years from the date of the test. EROM shall provide copies of the test results to ERC within  
24 10 days of EROM’s receipt of the test results.

25                   (d) EROM shall test each of the Covered Products at least once a year for a  
26 minimum of four (4) consecutive years by testing five (5) randomly selected samples of each  
27 Covered Product which EROM intends to sell or is manufacturing for sale in California, directly  
28 selling to a consumer in California, or Distributing into California. If tests conducted pursuant to

1 this Section demonstrate that no warning is required for a Covered Product during each of four  
2 (4) consecutive years, then the testing requirements of this Section will no longer be required as  
3 to that Covered Product.

4 (e) For purposes of this Consent Judgment, daily lead exposure levels shall be  
5 measured in micrograms, and shall be calculated using the following formula: Micrograms of  
6 lead per gram of product, multiplied by grams per serving of the product (using the largest  
7 serving size appearing on the product label), multiplied by servings of the product per day (using  
8 the largest number of servings in the recommended dosage appearing on the product label),  
9 which equals micrograms of lead exposure per day.

10 (f) The daily lead exposure levels shall be calculated excluding the following  
11 amounts of naturally occurring lead in the ingredients listed below in Table 1A:

12 **TABLE 1A**

<u>INGREDIENT</u>	<u>NATURALLY OCCURRING AMOUNT OF LEAD</u>
<u>Calcium</u>	.8 mcg (per 1000 milligrams)
<u>Ferrous Fumarate</u>	.4 mcg/g
<u>Zinc Oxide</u>	8.0 mcg/g
<u>Magnesium Oxide</u>	.4 mcg/g
<u>Magnesium Carbonate</u>	.332 mcg/g
<u>Magnesium Hydroxide</u>	.4 mcg/g
<u>Zinc Gluconate</u>	.8 mcg/g
<u>Potassium Chloride</u>	1.1 mcg/g

24 For any Covered Product for which the warning in Section 3.3 has not been provided,  
25 should EROM exclude from its calculation of overall lead content any quantity which is  
26 “naturally occurring,” and should EROM seek to exclude naturally occurring lead in its  
27 calculation of overall lead content for any Covered Product pursuant to any modification  
28 incorporating Alternative Lead Standards, EROM will provide separate documentation to ERC

1 to include a complete list of all ingredients in the Covered Product and the corresponding  
2 percentage of each ingredient and quantity in grams of each ingredient within each product,  
3 including lab test results that independently confirm the percentage of the ingredients and  
4 quantity in grams of the ingredients being used in each Covered Product, and other data that  
5 independently supports EROM’s contention that the lead it seeks to exclude is naturally  
6 occurring. If such information is confidential, EROM will label it “Confidential” and ERC will  
7 keep such information in confidence.

8 **4. SETTLEMENT PAYMENT**

9 **4.1** EROM shall make a total payment of \$70,000.00 (“Total Settlement Amount”) to  
10 ERC. The Total Settlement Amount shall be paid in 6 payments as follows:

<b>Payment</b>	<b>Amount</b>	<b>Due Date</b>
Number 1	\$20,000.00	Within 10 days of the Effective Date
Number 2	\$10,000.00	Within 40 days of the Effective Date
Number 3	\$10,000.00	Within 70 days of the Effective Date
Number 4	\$10,000.00	Within 100 days of the Effective Date
Number 5	\$10,000.00	Within 130 days of the Effective Date
Number 6	\$10,000.00	Within 160 days of the Effective Date

18 **4.1** The Total Settlement Amount shall be for the following:

19 (a) As a portion of the Total Settlement Amount, \$6,980.00 shall be  
20 considered a civil penalty pursuant to California Health and Safety Code §25249.7(b)(1). ERC  
21 shall remit 75% (\$5,235.00) of the civil penalty to the Office of Environmental Health Hazard  
22 Assessment (“OEHHA”) for deposit in the Safe Drinking Water and Toxic Enforcement Fund in  
23 accordance with California Health and Safety Code §25249.12(c). ERC will retain the remaining  
24 25% (\$1,745.00) of the civil penalty.

25 (b) As a portion of the Total Settlement Amount, \$20,943.00 shall be  
26 considered a payment to ERC in lieu of further civil penalties for activities such as (1) funding  
27 the investigating, researching, and testing of consumer products that may contain Proposition 65  
28 listed chemicals; (2) funding grants to California non-profit foundations/entities dedicated to

1 public health; (3) funding ERC's Got Lead? Program to assist consumers in testing products for  
2 lead content; (4) funding post-settlement monitoring of past consent judgments; (5) funding to  
3 maintain ERC's database of lead-free products, Proposition 65-compliant products, and  
4 contaminated products; (6) funding to track and catalog Proposition 65 complaints and  
5 contamination-free sources of ingredients used in the products ERC tests; and (7) funding the  
6 continued enforcement of Proposition 65 matters which address contaminated ingestible  
7 products, similar to the subject matter of this Action.

8 (c) As a portion of the Total Settlement Amount, \$20,449.00 shall be  
9 considered a reimbursement to ERC for its reasonable work, analysis, and testing costs  
10 associated with the enforcement of Proposition 65 and other expenses and costs incurred as a  
11 result of gathering information, bringing this matter to EROM's attention, and negotiating a  
12 settlement in the public interest.

13 (d) As a portion of the Total Settlement Amount, \$20,615.00 shall be  
14 considered payment to William Wraith as reimbursement of ERC's attorney's fees, and  
15 \$1,013.00 shall be considered payment to Karen Evans as reimbursement of ERC's attorney's  
16 fees.

17 (e) On or prior to each due date identified in Section 4.1, EROM shall make  
18 each payment by check, payable to "The Wraith Law Client Trust Account," sent by first-class  
19 registered or certified mail, or overnight delivery, and delivered to William F. Wraith, Esq.,  
20 Wraith Law, 16485 Laguna Canyon Road, Suite 250, Irvine, CA 92618.

21 (f) In the event of EROM's failure to make a timely payment pursuant to this  
22 Section, ERC may provide notice to EROM in whatever form (including but not limited to by e-  
23 mail, telephone, or in writing) of EROM's failure to make timely payment. EROM shall "Cure,"  
24 which means EROM shall have 3 business days from the transmission of said notice to deliver  
25 payment. EROM's failure on any occasion to (1) make any payment such that it is received  
26 within 14 days of the date due, (2) timely Cure, as set forth in this Section, or (3) on two or more  
27 occasions make timely payment pursuant to this Section, shall be deemed a material breach of  
28 this Agreement. The requirements of Notice in Section 10, shall not apply to this subsection



1 4.1(f).

2 **5. MODIFICATION OF CONSENT JUDGMENT**

3 This Consent Judgment may be modified only by: (i) Written agreement and stipulation  
4 of the Parties and (ii) upon entry of a modified Consent Judgment by the Court. ERC is entitled  
5 to reimbursement of all reasonable attorneys' fees and costs regarding any modification  
6 requested or initiated by EROM.

7 **6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT JUDGMENT**

8 **6.1** This Court shall retain jurisdiction of this matter to enforce, modify or terminate  
9 this Consent Judgment.

10 **6.2** Any Party may, by motion or application for an order to show cause filed with  
11 this Court, enforce the terms and conditions contained in this Consent Judgment. The prevailing  
12 party in any such motion or application may request that the Court award its reasonable  
13 attorneys' fees and costs associated with such motion or application.

14 **6.3** Notwithstanding Section 6.2, No motion to enforce this Judgment or application  
15 to show cause may be filed by ERC, unless ERC notifies EROM of the specific acts alleged to  
16 breach this Consent Judgment at least thirty (30) days before filing and serving any such motion  
17 or application. Any notice to EROM must contain (1) the name of the product; (2) the lead  
18 content of the product with a copy of the analytical results and description of the testing  
19 methodology; (3) specific dates when the product was sold in California; (4) the store or other  
20 place at which the product was purchased; and (5) any other evidence or other support for the  
21 allegations in the notice. Should the Parties be unable to resolve the dispute, any Party may seek  
22 relief under Section 6.2 of this Consent Judgment.

23 **7. APPLICATION OF CONSENT JUDGMENT**

24 This Consent Judgment shall apply to, be binding upon, and benefit the Parties and their  
25 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,  
26 divisions, affiliates, franchisees, licensees, customers (excluding private labelers), distributors,  
27 wholesalers, retailers, predecessors, successors, and assigns.

28 **8. BINDING EFFECT, CLAIMS COVERED AND RELEASED**

1           **8.1**     This Consent Judgment is a full, final, and binding resolution between ERC, on  
2 behalf of itself and in the public interest, and EROM, of any alleged violation of Proposition 65  
3 or its implementing regulations and fully resolves all claims that have been or could have been  
4 asserted in this Action up to and including the Effective Date for failure to provide Proposition  
5 65 warnings of exposure to lead from the handling, use or consumption of the Covered Products.  
6 ERC, on behalf of itself and in the public interest, hereby releases and forever discharges EROM,  
7 JUVO, Lucky Vitamin Corporation, GNC Corporation, GNC Parent Corporation, General  
8 Nutrition Centers, Inc., GNC, Inc., GNC Holdings, Inc., and GNC Parent, LLC and their  
9 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,  
10 divisions, affiliates, suppliers, franchisees, licensees, customers (not including private label  
11 customers of EROM), distributors, wholesalers, retailers, and all other downstream entities in the  
12 distribution chain of any Covered Product, and the predecessors, successors and assigns of any of  
13 them (collectively, “Released Parties”), from all claims for violations of Proposition 65 up  
14 through the Effective Date based on exposure to lead from the Covered Products as set forth in  
15 the Notices of Violations and the Complaint.

16           **8.2**     ERC, on behalf of itself only, hereby releases and discharges the Released Parties  
17 from all known and unknown claims for alleged violations of Proposition 65 arising from or  
18 relating to alleged exposures to lead in the Covered Products as set forth in the Notices of  
19 Violations and the Complaint.

20           **8.3**     It is possible that other claims not known to the Parties arising out of the facts  
21 alleged in the Notices of Violations or the Complaint and relating to lead in the Covered  
22 Products that were manufactured before the Effective Date will develop or be discovered. ERC,  
23 on behalf of itself only, acknowledges in this Consent Judgment that the claims released herein  
24 may include unknown claims, and nevertheless waives California Civil Code Section 1542 as to  
25 any such unknown claims. California Civil Code Section 1542 reads as follows:

26           **“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE**  
27 **CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**  
28 **FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN**  
**BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER**  
**SETTLEMENT WITH THE DEBTOR.”**

1 ERC, on behalf of itself only, acknowledges and understands the significance and consequences  
2 of this specific waiver of California Civil Code section 1542.

3 **8.4** Compliance with the terms of this Consent Judgment shall constitute compliance  
4 by the Released Parties with Proposition 65 with respect to alleged exposures to lead from the  
5 Covered Products as set forth in the Notices of Violations.

6 **8.5** ERC, on one hand, and the Released Parties, on the other hand, each release and  
7 waive all claims they may have against each other for any statements or actions made or  
8 undertaken by them in connection with the Notices of Violations or the Complaint. However,  
9 this shall not affect or limit any Party's right to seek to enforce the terms of this Consent  
10 Judgment.

## 11 **9. CONSTRUCTION AND SEVERABILITY**

12 **9.1** The terms and conditions of this Consent Judgment have been reviewed by the  
13 respective counsel for the Parties prior to its signing, and each Party has had an opportunity to  
14 fully discuss the terms and conditions with its counsel. In any subsequent interpretation or  
15 construction of this Consent Judgment, the terms and conditions shall not be construed against  
16 any Party.

17 **9.2** In the event that any of the provisions of this Consent Judgment is held by a court  
18 to be unenforceable, the validity of the remaining enforceable provisions shall not be adversely  
19 affected.

20 **9.3** The terms and conditions of this Consent Judgment shall be governed by and  
21 construed in accordance with the laws of the State of California.

## 22 **10. PROVISION OF NOTICE**

23 All notices required to be given to either Party to this Consent Judgment by the other  
24 shall be in writing and sent to the following agents listed below by: (a) first-class, registered, (b)  
25 certified mail, (b) overnight courier, or (c) personal delivery to the following

### 26 **For Environmental Research Center:**

27 Chris Heptinstall  
28 Executive Director  
Environmental Research Center

1 3111 Camino Del Rio North, Suite 400  
San Diego, CA 92108

2 With a copy to:

3 William F. Wraith, Esq.  
Wraith Law  
4 16485 Laguna Canyon Road, Suite 250  
Irvine, CA 92618

5 and

6  
7 Karen Evans, Esq.  
Environmental Research Center  
4218 Biona Place  
8 San Diego, CA 92116

9  
10 **For EROM**

11 Mihoun Park  
Erom, Inc.  
12 14630 Industry Cir.  
La Mirada, CA 90638

13 With a copy to:

14 Youngsoo Lee, Esq.  
15 Lee Anav Chung White & Kim LLP  
520 S. Grand Ave., Suite 1070  
16 Los Angeles, CA 90071

17  
18 **11. CHANGE IN THE LAW/ COMPLIANCE**

19 **11.1** Should there be an amendment to Proposition 65 or should OEHHA promulgate  
20 regulations that establish a Maximum Allowable Dose Level that is more or less stringent than  
21 the current 0.5 micrograms per day, this Consent Judgment shall be deemed modified on the date  
22 the amendment becomes final or the regulations become effective to incorporate that new  
23 standard into Section 3.

24 **11.2** This Consent Judgment shall have no application or effect on EROM for sales of  
25 the Covered Products or other products EROM sells only to consumers outside the State of  
26 California. Compliance with the terms of this Consent Judgment shall be deemed to constitute  
27 compliance regarding alleged exposures to lead in the Covered Products as set forth in the  
28 Notices of Violations.

1 **12. COURT APPROVAL**

2 **11.1** Upon execution of this Consent Judgment by the Parties, ERC shall file a Motion  
3 for Court Approval. The Parties shall use their best efforts to support entry of this Consent  
4 Judgment.

5 **11.2** If the California Attorney General objects to any term in this Consent Judgment,  
6 the Parties shall use their best efforts to resolve the concern in a timely manner, and if possible  
7 prior to the hearing on the motion.

8 **11.3** If the Court, despite the Parties' best efforts, does not approve this Stipulated  
9 Consent Judgment it shall be null and void and have no force or effect.

10 **13. EXECUTION AND COUNTERPARTS**

11 This Stipulated Consent Judgment may be executed in counterparts, which taken together  
12 shall be deemed one document. A facsimile or .pdf signature shall be construed as valid and as  
13 the original signature.

14 **14. ENTIRE AGREEMENT, AUTHORIZATION**

15 **14.1** This Consent Judgment contains the sole and entire agreement and understanding  
16 of the Parties with respect to the entire subject matter herein, and any and all prior discussions,  
17 negotiations, commitments and understandings related hereto. No representations, oral or  
18 otherwise, express or implied, other than those contained herein have been made by any Party.  
19 No other agreements, oral or otherwise, unless specifically referred to herein, shall be deemed to  
20 exist or to bind any Party.

21 **14.2** Each signatory to this Consent Judgment certifies that he or she is fully authorized  
22 by the Party he or she represents to stipulate to this Consent Judgment. Except as explicitly  
23 provided herein, each Party shall bear its own fees and costs.

24 **15. REQUEST FOR FINDINGS AND FOR APPROVAL**

25 **15.1** This Consent Judgment has come before the Court upon the request of the Parties.  
26 The Parties request the Court to fully review this Consent Judgment and, being fully informed  
27 regarding the matters which are the subject of this Action, to:

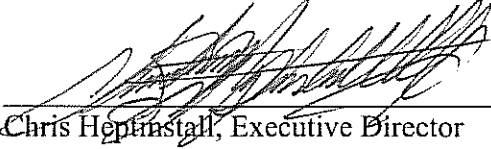
28 (a) Find that the terms and provisions of this Consent Judgment represent a good

1 faith settlement of all matters raised by the allegations of the Complaint, that the matter has been  
2 diligently prosecuted, and that the public interest is served by such settlement; and

3 (b) Make the findings pursuant to California Health and Safety Code Section  
4 25249.7(f)(4), and approve this settlement and this Consent Judgment.

5  
6 **IT IS SO STIPULATED:**

7 **ENVIRONMENTAL RESEARCH CENTER**

8  
9   
10 \_\_\_\_\_  
Chris Hepinstall, Executive Director

Dated: 11/20/2013

11  
12 **EROM, INC.**

13  
14 \_\_\_\_\_

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

15  
16 **APPROVED AS TO FORM:**

17  
18 **WRAITH LAW**

19  
20 \_\_\_\_\_  
21 William F. Wraith  
22 Counsel for Environmental Research Center

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

23  
24 **LEE ANAV CHUNG WHITE & KIM LLP**

25  
26 \_\_\_\_\_  
27 Youngsoo Lee  
28 Counsel for EROM, Inc.

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

1 faith settlement of all matters raised by the allegations of the Complaint, that the matter has been  
2 diligently prosecuted, and that the public interest is served by such settlement; and


3 (b) Make the findings pursuant to California Health and Safety Code Section  
4 25249.7(f)(4), and approve this settlement and this Consent Judgment.  
5

6 **IT IS SO STIPULATED:**

7 **ENVIRONMENTAL RESEARCH CENTER**

8  
9 \_\_\_\_\_ Dated: \_\_\_\_\_  
10 Chris Heptinstall, Executive Director

11 **EROM, INC.**

12   
13  
14 \_\_\_\_\_ Dated: 11/19/2013  
15 Jong Il Hong, President

16 **APPROVED AS TO FORM:**

17  
18 **WRAITH LAW**

19  
20 \_\_\_\_\_ Dated: \_\_\_\_\_  
21 William F. Wraith  
22 Counsel for Environmental Research Center

23  
24 **LEE ANAV CHUNG WHITE & KIM LLP**

25  
26 \_\_\_\_\_ Dated: \_\_\_\_\_  
27 Youngsoo Lee  
28 Counsel for EROM, Inc.

1 faith settlement of all matters raised by the allegations of the Complaint, that the matter has been  
2 diligently prosecuted, and that the public interest is served by such settlement; and

3 (b) Make the findings pursuant to California Health and Safety Code Section  
4 25249.7(f)(4), and approve this settlement and this Consent Judgment.

5  
6 **IT IS SO STIPULATED:**

7 **ENVIRONMENTAL RESEARCH CENTER**

8

9 \_\_\_\_\_ Dated: \_\_\_\_\_  
10 Chris Heptinstall, Executive Director

11 **EROM, INC.**

12  
13  
14 \_\_\_\_\_ Dated: \_\_\_\_\_

15  
16 **APPROVED AS TO FORM:**

17  
18 **WRAITH LAW**

19   
20 \_\_\_\_\_ Dated: 11/23/2013

21 William F. Wraith  
22 Counsel for Environmental Research Center

23  
24 **LEE ANAV CHUNG WHITE & KIM LLP**

25  
26 \_\_\_\_\_ Dated: \_\_\_\_\_

27 Youngsoo Lee  
28 Counsel for EROM, Inc.



1 faith settlement of all matters raised by the allegations of the Complaint, that the matter has been  
2 diligently prosecuted, and that the public interest is served by such settlement; and

3 (b) Make the findings pursuant to California Health and Safety Code Section  
4 25249.7(f)(4), and approve this settlement and this Consent Judgment.

5  
6 **IT IS SO STIPULATED:**

7 **ENVIRONMENTAL RESEARCH CENTER**

8  
9 \_\_\_\_\_ Dated: \_\_\_\_\_  
10 Chris Heptinstall, Executive Director

11 **EROM, INC.**

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13  
14 \_\_\_\_\_ Dated: \_\_\_\_\_  
15 Jong Il Hong, President

16 **APPROVED AS TO FORM:**

17  
18 **WRAITH LAW**

19  
20 \_\_\_\_\_ Dated: \_\_\_\_\_  
21 William F. Wraith  
22 Counsel for Environmental Research Center

23  
24 **LEE ANAV CHUNG WHITE & KIM LLP**

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26 \_\_\_\_\_ Dated: 11/25/2013  
27 Youngsoo Lee  
28 Counsel for EROM, Inc.

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**ORDER AND JUDGMENT**

Based upon the Parties’ Stipulation, and good cause appearing therefor, this Consent Judgment is approved and judgment is hereby entered according to its terms.

IT IS SO ORDERED, ADJUDGED AND DECREED.

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

\_\_\_\_\_  
Judge, Superior Court of the State of California