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12 Attorneys for Defendant
13 Genesis Pure, LLC

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 COUNTY OF MARIN

16 ENVIRONMENTAL RESEARCH CENTER,
a California non-profit corporation,

17 Plaintiff,

18 v.

19 GENESIS PURE, LLC; and
20 DOES 1-100,

21 Defendants.

CASE NO. CIV1105277

[PROPOSED] STIPULATED CONSENT
JUDGMENT; [PROPOSED] ORDER

Health & Safety Code § 25249.5 et seq.

Action Filed: October 24, 2011
Trial Date: Not Set

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Case No. CIV1105277

[PROPOSED] STIPULATED CONSENT JUDGMENT; [PROPOSED] ORDER

1 **1. INTRODUCTION**

2 **1.1** On October 24, 2011, Plaintiff Environmental Research Center (“ERC”), a non-
3 profit corporation, as a private enforcer, and in the public interest, initiated this action by filing a
4 Complaint for Injunctive and Declaratory relief and Civil Penalties pursuant to the provisions of
5 California Health and Safety Code section 25249.5 et seq. (“Proposition 65”), against GENESIS
6 PURE, LLC and DOES 1-100. On October 10, 2012, ERC filed a First Amended Complaint. In
7 this action, ERC alleges that the products manufactured, distributed or sold by Genesis, as more
8 fully described below, contain lead, a chemical listed under Proposition 65 as a carcinogen and
9 reproductive toxin, and that such products expose consumers at a level requiring a Proposition 65
10 warning. These products are: Health Trim Natural Weight Loss Ionic Blend; Health Trim
11 Metabolic Boost; Cardio Clean; Genesis Pure Fusion; Genesis Pure Health Trim Natural Weight
12 Loss Fruit & Fiber mix; Genesis Pure Health Trim Natural Weight Loss Cacao; Genesis Pure GPS
13 Moomiyo Edge; Genesis Pure Energy with Wheat Grass Tropical Blast; Genesis Pure Complete
14 Shake Vanilla; Genesis Pure Health Trim Natural Cleanse, Genesis Pure Nutrition; and Genesis
15 Pure GPS Recovery Chocolate (collectively “Covered Products”).

16 **1.2** ERC is a California non-profit corporation dedicated to, among other causes,
17 helping safeguard the public from health hazards by bringing about a reduction in the use and
18 misuse of hazardous and toxic chemicals, facilitating a safe environment for consumers and
19 employees and encouraging corporate responsibility.

20 **1.3** Genesis Pure, LLC was a business entity that employed ten or more persons and
21 Genesis Pure, Inc. is a business entity that employs ten or more persons and as of March 12, 2011
22 is the successor in interest to Genesis Pure, LLC. Currently, Genesis Pure, Inc. arranges the
23 manufacture, distribution and sale of the Covered Products. As successor in interest, Genesis
24 Pure, Inc. shall be bound by and receive benefits from the provisions set forth in this Stipulated
25 Consent Judgment. Genesis Pure, LLC and Genesis Pure, Inc. shall be referred to as “Genesis”
26 and ERC and Genesis shall sometimes be referred to individually as a “Party” or collectively as
27 the “Parties.”

28

1 1.4 The Complaint is based on allegations contained in ERC's Notices of Violation
2 dated June 3, 2011, January 6, 2012, and December 4, 2012, that were served on the California
3 Attorney General, other public enforcers, and Genesis. True and correct copies of the Notices of
4 Violation are attached hereto as Exhibit A. With respect to the first two Notices of Violation,
5 more than 60-days have passed since these Notices of Violation were mailed and no designated
6 governmental entity has filed a complaint against Genesis with regard to the Covered Products or
7 the alleged violations. Upon expiration of the statutory notice period in the December 4, 2012
8 Notice of Violation, as of February 8, 2013, the First Amended Complaint shall be deemed
9 amended to include all violations set forth in said Notice of Violation so long as no public
10 prosecutor has commenced and is diligently prosecuting an action against the violation.

11 1.5 ERC's Notice and the Complaint allege that use of the Covered Products exposes
12 persons in California to lead without first providing clear and reasonable warnings in violation of
13 California Health and Safety Code section 25249.6. Genesis denies all material allegations
14 contained in the Notices of Violation and Complaint and specifically denies that the Covered
15 Products required a Proposition 65 warning or otherwise caused harm to any person. Genesis
16 asserts that any detectible levels of lead in the Covered Products are the result of naturally
17 occurring lead levels, as provided for in California Code of Regulations, Title 27, Section
18 25501(a). Nothing in the Consent Judgment shall be construed as an admission by Defendants of
19 any fact, issue of law or violation of law, nor shall compliance with the Consent Judgment
20 constitute or be construed as an admission by Defendants of any fact, issue of law or violation of
21 law, at any time, for any purpose. Nothing in the Consent Judgment shall prejudice, waive or
22 impair any right, remedy or defense that Defendants may have in any other or further legal
23 proceedings.

24 1.6 The Parties have entered into this Consent Judgment in order to settle, compromise
25 and resolve disputed claims and thus avoid prolonged and costly litigation. Nothing in this
26 Consent Judgment shall constitute or be construed as an admission by any of the Parties, or by
27 any of their respective officers, directors, shareholders, employees, agents, parent companies,
28 subsidiaries, divisions, affiliates, franchises, licensees, customers, suppliers, distributors,

1 wholesalers, or retailers, or any fact, conclusion of law, issue of law, violation of law, fault,
2 wrongdoing, or liability, including without limitation, any admission concerning any alleged
3 violation of Proposition 65; provided, however, nothing in this Section shall affect the
4 enforceability of this Consent Judgment.

5 1.7 Except as expressly set forth herein, nothing in this Consent Judgment shall
6 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
7 other or future legal proceeding unrelated to these proceedings.

8 1.8 The Effective Date of this Consent Judgment shall be the date on which it is
9 entered as a Judgment by this Court.

10 1.9 Since receiving ERC's Notice of Violation, Genesis has engaged in efforts to
11 attempt to reformulate its products, has conducted additional testing on its products, and has
12 created a position with the company for a full-time internal employee to oversee compliance with
13 Proposition 65 and related product safety and quality control requirements.

14 2. JURISDICTION AND VENUE

15 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
16 jurisdiction over the allegations of violations contained in the Complaint and personal jurisdiction
17 over Genesis as to the acts alleged in the Complaint, that venue is proper in Marin County, and
18 that this Court has jurisdiction to enter this Consent Judgment as a full and final resolution of all
19 claim which were or could have been asserted in his action based on the facts alleged in the
20 Notices of Violation and the Complaint.

21 3. INJUNCTIVE RELIEF, REFORMULATION, TESTING AND WARNINGS

22 3.1 On or after the Effective Date, any Covered Products manufactured after the
23 Effective Date that Genesis thereafter sells in California, markets or distributes¹ for sale into
24 California, or offers for sale to a third party for retail sale to California must either: (1) qualify as
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26
27 ¹ As used in this Consent Judgment, the term "distributes for sale into California" shall mean to
28 directly ship a Covered Product into California for sale in California or to sell a Covered Product
to a distributor that Genesis knows will sell the Covered Product in California.

1 a "reformulated Covered Product" under Section 3.3 below, or (2) meet the warning requirements
2 set out in Section 3.2.

3 **3.2 Clear and Reasonable Warnings**

4 If Genesis shall provide a warning pursuant to Section 3.1, Genesis shall provide the
5 following warning for Covered Products:

6 [California Proposition 65] WARNING: This product contains
7 lead, a chemical known to the State of California to cause [cancer
8 and] birth defects or other reproductive harm.

9 The term "cancer and" shall be used in the warning only if the maximum daily dose
10 recommended on the label contains more than 15 micrograms of lead as determined pursuant to
11 Section 3.4. The words "California Proposition 65" shall be included at Genesis's option.

12 The warning shall be securely affixed to or printed upon the container or the label of the
13 Covered Product. The warning shall be displayed with such conspicuousness, as compared with
14 other words, statements, or design of the label or container, as applicable, to render the warning
15 likely to be read and understood by an ordinary individual under customary conditions of
16 purchase or use of the product. The warning appearing on the label or container shall be at least
17 the same size as the largest of any other health or safety warnings correspondingly appearing on
18 the label or container, as applicable, of such product, and the words "warning" shall be in all
19 capital letters and in bold print.

20 **3.3 Reformulated Covered Products**

21 A Reformulated Covered Product is one for which the maximum recommended daily
22 serving on the label contains no more than 0.5 micrograms of lead per day as determined by the
23 quality control methodology described in Section 3.4. As used in this Consent Judgment, "no
24 more than 0.5 micrograms of lead per day" means that the samples tested under Section 3.4
25 collectively yield an average daily exposure of no more than 0.5 micrograms of lead.

26 **3.4 Testing and Quality Control Methodology**

27 **3.4.1** For purposes of this Consent Judgment, daily lead exposure levels shall be
28 measured in micrograms, and shall be calculated using the following formula: micrograms of

1 lead per gram of product, multiplied by grams of product per serving of the product (using the
2 largest serving size appearing on the product label), multiplied by servings of the product per day
3 (using the largest number of servings in a recommended dosage appearing on the product label),
4 which equals micrograms of lead exposure per day.

5 3.4.2 All testing pursuant to this Consent Judgment shall be performed using a
6 laboratory method that complies with the performance and quality control factors appropriate for
7 the method used including limit of detection, limit of qualification, accuracy, and precision and
8 meets the following criteria: Closed-vessel, microwave-assisted digestion employing high-purity
9 reagents followed by Inductively Coupled Plasma-Mass Spectrometry (ICP-MS) achieving a limit
10 of quantification of less than or equal to 0.010 mg/kg or any other testing method subsequently
11 agreed upon in writing by the Parties.

12 3.4.3 All testing pursuant to this Consent Judgment shall be performed by a
13 laboratory certified by the California Environmental Laboratory Accreditation Program for the
14 analysis of heavy metals or a laboratory that is approved by, accredited by, or registered with the
15 United States Food & Drug Administration for the analysis of heavy metals. Genesis may test the
16 Covered Products if they are a qualified laboratory as described above. Nothing in this Consent
17 Judgment shall limit Genesis's ability to conduct, or require that others conduct, additional testing
18 of the Covered Products, including the raw materials used in their manufacture.

19 3.4.4 Genesis shall arrange for the lead testing of five (5) randomly selected
20 samples of each Covered Product in the form intended for sale to the end-user to be distributed or
21 sold to California for at least four (4) years at least once every year. The testing shall continue so
22 long as the Covered Products are sold in California or sold to a third party for retail sale in
23 California. If tests conducted pursuant to this Section demonstrate that no warning is required for
24 a Covered Product during each of four consecutive years, then the testing requirements of this
25 Section are no longer required as to that Covered Product. However, if after the four-year period,
26 Genesis changes ingredient suppliers for any of the Covered Products and/or reformulates any of
27 the Covered Products, Genesis shall test that Covered Product at least once after such test is
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1 made. The testing requirements discussed in Section 3.4 are not applicable to any Covered
2 Product for which Genesis has provided the warning as specified in Section 3.2.

3 **3.4.5** Upon written request by ERC, Genesis shall provide to ERC any test
4 results and documentation of testing undertaken by Genesis within ten working days of receipt by
5 Genesis of ERC's request. Genesis shall retain all test results and documentation for a period of
6 four years from the date of each test.

7 **4. SETTLEMENT PAYMENT**

8 **4.1** In full satisfaction of all potential civil penalties, payment in lieu of civil penalties,
9 attorney's fees and costs (which includes, but is not limited to, filing fees and costs of attorneys,
10 experts and investigators and testing nutritional health supplements), Genesis shall make a total
11 payment of \$85,000 within ten business days of receiving the Notice of Entry of Judgment. Said
12 payment shall be for the following:

13 **4.2** \$8,450.00 shall be payable as civil penalties pursuant to California Health and
14 Safety Code section 25249.7(b)(1). Of this amount, \$6,337.50 shall be payable to the Office of
15 Environmental Health Hazard Assessment ("OEHHA") and \$2,112.50 shall be payable to
16 Environmental Research Center. California Health and Safety Code section 25249.12(c)(1) &
17 (d). Genesis shall send both civil penalty payments to ERC's counsel who shall be responsible to
18 forward the civil penalty.

19 **4.3** \$24,835.00 payable to Environmental Research Center as reimbursement to ERC
20 for (A) reasonable costs associated with the enforcement of Proposition 65 and other costs
21 incurred as a result of work in bringing this action; and (B) \$25,336.00 payable to Environmental
22 Research Center in lieu of further civil penalties, for activities such; (1) as continued enforcement
23 of Proposition 65, which includes analysis, researching and testing consumer products that may
24 contain Proposition 65 chemicals which addresses the same or similar type of ingestible products
25 that are the subject matter of the current action; (2) the continued monitoring of past consent
26 judgments and settlements to ensure companies are in compliance with Proposition 65; and
27 (3) ERC will make a donation of \$1,270 to the Ecological Rights Foundation, Inc.
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1 **4.4** \$22,275.00 payable to Michael Freund as reimbursement of ERC's attorney's fees
2 and \$2,000.00 payable to Karen Evans as reimbursement of ERC's attorney's fees and \$2,104.00
3 to Ryan Hoffman as reimbursement of ERC's attorney's fees.

4 **4.5** Genesis's payments shall be mailed or delivered to the Law Office of Michael
5 Freund. Genesis shall be provided with taxpayer identification information to enable Defendants
6 to process the payments.

7 **5. MODIFICATION OF CONSENT JUDGMENT**

8 **5.1** This Consent Judgment may be modified only by: (i) written agreement and
9 stipulation of the Parties; (ii) upon entry of a modified Consent Judgment by the Court; or (iii) as
10 provided in Section 5.3.

11 **5.2** If Genesis seeks to modify this Consent Judgment under Section 5.1, then Genesis
12 shall provide written notice to ERC of its intent ("Notice of Intent"). If ERC seeks to meet and
13 confer regarding the proposed modification in the Notice of Intent, then ERC shall provide
14 written notice to Genesis within thirty days of receiving the Notice of Intent. If ERC notifies
15 Genesis in a timely manner of ERC's intent to meet and confer, then the Parties shall meet and
16 confer in good faith as required in this Section. The Parties shall meet in person within thirty
17 days of ERC's notification of its intent to meet and confer. Within thirty days of such meeting, if
18 ERC disputes the proposed modification, ERC shall provide to Genesis a written factual basis for
19 its position. The Parties shall continue to meet and confer for an additional thirty days in an effort
20 to resolve any remaining disputes. The Parties may agree in writing to different deadlines for the
21 meet and confer period.

22 **5.3** In the event of a modification under Section 5.1, that is initiated or otherwise
23 requested by Genesis, Genesis shall reimburse ERC its reasonable attorney's fees for the time
24 spent in the meet and confer process and filing and arguing a joint motion or application in
25 support of a modification of the Consent judgment as well as ERC's reasonable costs; provided
26 however, that these fees and costs shall not exceed \$8,000 (eight thousand dollars) total without
27 the prior written consent of Genesis.

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1 5.4 Where the meet and confer process does not lead to a joint motion or application in
2 support of a modification of the Consent Judgment, then either Party may seek judicial relief on
3 its own. In such a situation, the prevailing party may seek to recover costs and reasonable
4 attorney's fees. As used in the preceding sentence, the term "prevailing party" means a party who
5 is successful in obtaining relief more favorable to it than the relief that the other party was
6 amenable to providing during the Parties' good faith attempt to resolve the dispute that is the
7 subject of the modification.

8 5.5 Should Genesis seek to exclude naturally occurring lead in its calculation of
9 overall lead content for any of the Covered Products, during the meet and confer process, Genesis
10 shall provide to ERC a complete list of all ingredients, corresponding percentages of each
11 ingredient with each product, including test results and other data that independently confirm the
12 percentage of such ingredient being used in each Covered Product, and any other data that
13 independently supports Genesis's contention that the lead it seeks to exclude is naturally
14 occurring. Genesis is entitled to submit to ERC documentation pursuant to this Section which
15 shall be held in confidence and kept confidential by ERC.

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

17 6.1 This Court shall retain jurisdiction of this matter to enforce, modify or terminate
18 this Consent Judgment.

19 6.2 Only after it complies with Section 15 below, any Party may, by motion or
20 application for an order to show cause filed with this Court, enforce the terms and conditions
21 contained in this Consent Judgment.

22 6.3 In the event that ERC alleges that any Covered Product fails to qualify as a
23 Reformulated Covered Product (and for which ERC alleges that no warning has been provided),
24 then ERC shall inform Genesis in a reasonably prompt manner of its test results, including
25 information sufficient to permit Genesis to identify the Covered Products at issue. Genesis shall,
26 within thirty days following such notice, provide ERC with testing information demonstrating
27 Genesis's compliance with the Consent Judgment, if warranted. The Parties shall first attempt to
28 resolve the matter prior to ERC taking any further legal action pursuant to Paragraph 13.

1 **7. APPLICATION OF CONSENT JUDGMENT**

2 This Consent Judgment may apply to, be binding upon and benefit the Parties, and their
3 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,
4 divisions, affiliates, franchisees, licensees, customers (excluding private labelers), distributors,
5 wholesalers, retailers, and all predecessors, successors and assigns of any of them and ERC on its
6 own behalf and in the public interest as set forth in Section 8. This Consent Judgment shall have
7 no application to Covered Products which are manufactured, distributed or sold outside the State
8 of California and which are not used by California consumers. This Consent Judgment shall
9 terminate without further action by any Party when Genesis no longer manufacture, distributes or
10 sells all of the Covered Products and all of such Covered Products previously "distributed for sale
11 in California have reached their expiration dates and are no longer sold.

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

13 8.1 This Consent Judgment is a full, final, and binding resolution between ERC, on
14 behalf of itself, and in the public interest, and Genesis, of any alleged violation of Proposition 65
15 or its implementing regulations for failure to provide Proposition 65 warnings of exposure to lead
16 from the handling, use or consumption of the Covered Products and fully and finally resolves all
17 claims that have been or could have been asserted in this action up to and including the date of
18 entry of Judgment for failure to provide Proposition 65 warnings for the Covered Products. ERC,
19 on behalf of itself, and in the public interest, hereby discharges Genesis and each of their
20 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,
21 divisions, affiliates, suppliers, franchisees, licensees, customers, (not including private label
22 customers of Genesis), distributors, wholesalers, retailers, and all other upstream and downstream
23 entities in the distribution chain down of any Covered Product, and the predecessors, successors
24 and assigns of any of them (collectively, "Released Parties"), from any and all claims, actions,
25 causes of action, suits, demands, liabilities, damages, penalties, fees, costs and expenses asserted,
26 or that could have been asserted, as to any alleged violation of Proposition 65 arising from or
27 related to the failure to provide Proposition 65 warnings on the Covered Products regarding lead.
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1 8.2 ERC, on behalf of itself only, hereby releases and discharges the Released Parties
2 from any and all known and unknown Claims for alleged violations of Proposition 65, or for any
3 other statutory or common law, arising from or relating to alleged exposures to lead and lead
4 compounds in the Covered Products as set forth in the Notices. It is possible that other Claims
5 not known to the Parties arising out of the facts alleged in the Notices of Violation or the
6 Complaint and relating to the Covered Products will develop or be discovered. ERC, on behalf of
7 itself only, acknowledges that this Consent Judgment is expressly intended to cover and include
8 all such Claims, including all rights of action therefor. ERC has full knowledge of the contents of
9 California Civil Code section 1542. ERC, on behalf of itself only, acknowledges that the Claims
10 released in Section 8.1 and 8.2 above may include unknown Claims, and nevertheless waives
11 California Civil Code section 1542 as to any such unknown claims. California Civil Code section
12 1542 reads as follows:

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

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

21 8.3 Compliance with the terms of this Consent Judgment shall be deemed to constitute
22 compliance by any Released Party with Proposition 65 regarding alleged exposures to lead in the
23 Covered Products.

24 8.4 ERC, on one hand, and Defendants, on the other hand, release and waive all claims
25 they may have against each other for any statements of actions made or undertaken by them in
26 connection with the Notices of Violation or the Complaint. Provided however, nothing in Section
27 8 shall affect or limit any Party's right to seek to enforce the terms of this Consent Judgment.
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1 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

2 In the event that any of the provisions of this Consent Judgment are held by a court to be
3 unenforceable, the validity of the enforceable provisions shall not be adversely affected.

4 **10. GOVERNING LAW**

5 The terms and conditions of this Consent Judgment shall be governed by and construed in
6 accordance with the laws of the state of California.

7 **11. PROVISION OF NOTICE**

8 All notices required to be given to either Party to this Consent Judgment by the other shall
9 be in writing and sent to the following agents listed below by: (a) first-class, registered, or
10 certified mail; (b) overnight courier; or (c) personal delivery. Courtesy copies via email may also
11 be sent.

12 **FOR ENVIRONMENTAL RESEARCH CENTER:**

13 Chris Heptinstall, Executive Director
14 Environmental Research Center
15 3111 Camino del Rio North, Suite 400
16 San Diego, CA 92108

16 Michael Bruce Freund
17 Law Offices of Michael Freund
18 1919 Addison Street, Suite 105
19 Berkeley, CA 94704
20 Telephone: (510) 540-1992
21 Facsimile: (510) 540-5543

20 Karen Evans
21 Coordinating Counsel
22 Environmental Research Center
23 4218 Biona Place
24 San Diego, CA 92116
25 Telephone: (619) 640-8100

24 **FOR GENESIS PURE, LLC**

25 Reggie Rapple
26 Genesis Pure, LLC
27 Chief Financial Officer
28 13961 S. Minuteman Drive, Suite 200
29 Draper, UT 84020

1 With a copy to:
2

3 Melissa A. Jones
4 **STOEL RIVES LLP**
5 500 Capitol Mall, Suite 1600
6 Sacramento, CA 95814
7 Telephone: (916) 447-0700
8 Facsimile: (916) 447-4781

9 **12. COURT APPROVAL**

10 **12.1** If this Stipulated Consent Judgment is not approved by the Court, it shall be void
11 and have no force or effect.

12 **12.2** ERC shall comply with California Health and Safety Code section 25249.7(f) and
13 with Title II of the California Code Regulations, Section 3003.

14 **13. EXECUTION AND COUNTERPARTS**

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

18 **14. DRAFTING**

19 The terms of this Consent Judgment have been reviewed by the respective counsel for the
20 Parties to this Settlement prior to its signing, and each Party has had an opportunity to fully
21 discuss the terms with counsel. The Parties agree that, in any subsequent interpretation and
22 construction of this Consent Judgment entered thereon, the terms and provisions shall not be
23 construed against any Party.

24 **15. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

25 In the event a dispute arises with respect to either Party's compliance with the terms of
26 this Consent Judgment entered by the Court, the Parties shall meet either in person or by
27 telephone and endeavor to resolve the dispute in an amicable manner. No action or motion may
28 be filed in the absence of such a good faith attempt to resolve the dispute beforehand. In the
event an action or motion is filed, however, the prevailing party may seek to recover costs and
reasonable attorney's fees. As used in the preceding sentence, the term "prevailing party" means
a party who is successful in obtaining relief more favorable to it than the relief that the other party

1 was amenable to providing during the parties' good faith attempt to resolve the dispute that is the
2 subject of such enforcement action.

3 **16. ENTIRE AGREEMENT, AUTHORIZATION**

4 **16.1** This Consent Judgment contains the sole and entire agreement and understanding
5 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
6 negotiations, commitments and understandings related hereto. No representations, oral or
7 otherwise, express or implied, other than those contained herein have been made by any Party.
8 No other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist
9 or to bind any of the Parties.

10 **16.2** Each signatory to this Consent Judgment certifies that he or she is fully authorized
11 by the Party he or she represents to stipulate to this Consent Judgment. Except as explicitly
12 provided herein, each Party shall bear its own fees and costs.

13 **17. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF**
14 **CONSENT JUDGMENT**

15 This Consent Judgment has come before the Court upon the request of the Parties. The
16 Parties request the Court to fully review this Consent Judgment and, being fully informed
17 regarding the matters which are the subject of this action, to:

18 (1) Find that the terms and provisions of this Consent Judgment represent a fair and
19 equitable settlement of all matters raised by the allegations of the Complaint, that the matter has
20 been diligently prosecuted, and that the public interest is served by such settlement; and

21 (2) Make the findings pursuant to California Health and Safety Code section
22 25249.7(f)(4), approve the Settlement and approve this Consent Judgment.

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IT IS SO STIPULATED:

Dated: December __, 2012

ENVIRONMENTAL RESEARCH CENTER

By: _____
Chris Hepstinstall, Executive Director

Dated: December 28, 2012

GENESIS PURE, LLC

By: Reggie Rappleye
Reggie Rappleye

APPROVED AS TO FORM:

Dated: December __, 2012

LAW OFFICE OF MICHAEL FREUND

By: _____
Michael Freund
Attorney for Plaintiff
Environmental Research Center

Dated: December __, 2012

STOEL RIVES LLP

By: _____
Melissa A. Jones
Carissa M. Beecham
Attorneys for Defendant
Genesis Pure, LLC

ORDER AND JUDGMENT

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

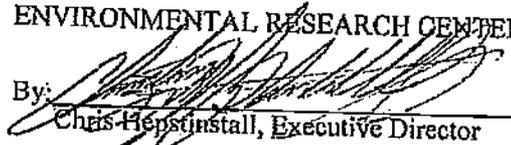
Dated: _____, 2012

Judge of the Superior Court
Marin County Superior Court

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IT IS SO STIPULATED:

Dated: December 28, 2012

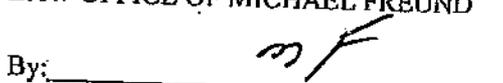
ENVIRONMENTAL RESEARCH CENTER
By: 
Chris Hepstinstall, Executive Director

Dated: December __, 2012

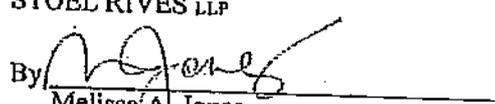
GENESIS PURE, LLC
By: _____
Reggie Rappleye

APPROVED AS TO FORM:

Dated: ~~December~~ __, 2012
January 7, 2013

LAW OFFICE OF MICHAEL FREUND
By: 
Michael Freund
Attorney for Plaintiff
Environmental Research Center

Dated: December 24, 2012

STOEL RIVES LLP
By: 
Melissa A. Jones
Carissa M. Beecham
Attorneys for Defendant
Genesis Pure, LLC

ORDER AND JUDGMENT

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

Dated: _____, 2012

Judge of the Superior Court
Marin County Superior Court