LAW OFFICE OF MICHAEL FREUND
Michael Freund (State Bar No. 99687)
Ryan Hoffman (State Bar No. 283297)
1919 Addison Street, Suite 105
Berkeley, CA 94704
Telephone: (510) 540-1992
Facsimile: (510) 540-5543

Attorneys for Plaintiff
ENVIRONMENTAL RESEARCH CENTER

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

ENVIRONMENTAL RESEARCH CENTER, a California non-profit corporation, Plaintiff, v. GBG OF NEVADA and DOES 1-100, Defendants.	**Case No. CGC-13-528133** **[PROPOSED] STIPULATED CONSENT JUDGMENT; [PROPOSED] ORDER** Health & Safety Code § 25249.5 *et seq.* ACTION FILED: January 22, 2013

1. INTRODUCTION

1.1 On January 22, 2013, Plaintiff Environmental Research Center ("ERC" or "Plaintiff"), a California non-profit corporation, as a private enforcer, and in the public interest, initiated this action by filing a Complaint for Injunctive and Declaratory relief and Civil Penalties (the "Complaint") pursuant to the provisions of Cal. Health & Safety Code Section 25249.5 *et seq.* ("Proposition 65"), against GBG of Nevada, Inc. and GBG of Nevada, LLC (collectively, "GBG" or "Defendant") and DOES 1-100. In this action, ERC alleges that the product manufactured, distributed or sold by GBG, as more fully described below, contains lead, a chemical listed under Proposition 65 as a carcinogen and reproductive toxin, and that such product exposes consumers at a level requiring a Proposition 65 warning. This product is Protein Matrix Chocolate Crème Flavor (the "Covered Product"). ERC and GBG shall sometimes be referred to individually as a "Party" or collectively as the "Parties."

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

1.3 GBG is a business entity that at all times relevant for purposes of this Consent Judgment employs ten or more persons.

1.4 The Complaint is based on allegations contained in ERC's Notice of Violation, dated August 5, 2011 (the "Notice of Violation"), that was served on the California Attorney General, other public enforcers, and GBG. A true and correct copy of the Notice of Violation is attached hereto as **Exhibit A**. More than 60 days have passed since the Notice of Violation was mailed and no designated governmental entity has filed a complaint against GBG with regard to the Covered Product or the alleged violations.

1.5 ERC's Notice of Violation and the Complaint allege that use of the Covered Product exposes persons in California to lead without first providing clear and reasonable warnings in violation of Cal. Health & Safety Code Section 25249.6. GBG denies all material allegations contained in the Notice of Violation and the Complaint and specifically denies that any of the

Covered Product required a Proposition 65 warning, or that it has caused harm to any person. Nothing in this Consent Judgment shall be construed as an admission by GBG of any fact, issue of law or violation of law, nor shall compliance with this Consent Judgment constitute or be construed as an admission by GBG of any fact, issue of law or violation of law, at any time, for any purpose. Nothing in this Consent Judgment shall prejudice, waive or impair any right, remedy or defense that GBG may have in any other or further legal proceedings.

1.6 The Parties have entered into this Consent Judgment in order to settle, compromise, and resolve disputed claims and thus avoid prolonged and costly litigation. Nothing in this Consent Judgment shall constitute or be construed as an admission by any of the Parties, or by any of their respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, franchises, licensees, customers, suppliers, distributors, wholesalers, or retailers, of any fact, conclusion of law, issue of law, violation of law, fault, wrongdoing, or liability, including without limitation, any admission concerning any alleged violation of Proposition 65.

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

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

2. JURISDICTION AND VENUE

For purposes of this Consent Judgment only, the Parties stipulate that this Court has jurisdiction over the allegations of violations contained in the Complaint and personal jurisdiction over GBG as to the acts alleged in the Complaint, that venue is proper in San Francisco County, and that this Court has jurisdiction to enter this Consent Judgment as a full and final resolution of all claims which were or could have been asserted in his action based on the facts alleged in the Notice of Violation or the Complaint.

3. INJUNCTIVE RELIEF

3.1 GBG agrees that it will not sell the Covered Product and it will not distribute the Covered Product for sale at any point in the future after execution of this Consent Judgment.

4. SETTLEMENT PAYMENT

4.1 In full satisfaction of all ERC's costs and its attorneys' fees and costs (which includes, but is not limited to, filing fees and costs of attorneys, experts, and testing nutritional health supplements), GBG shall make a total payment of $17,333 ("Total Settlement Amount") as described below in Section 4.1.1 through 4.1.3.

4.1.1 A portion of the Total Settlement Amount, $8,387.48, shall be considered as reimbursement to ERC for reasonable costs associated with the enforcement of Proposition 65 and other costs incurred as a result of work in bringing this action.

4.1.2 A portion of the Total Settlement Amount, $7,253.16, shall be considered as reimbursement of ERC's attorney's fees for Michael Freund. A portion of the Total Settlement Amount, $912.74, shall be considered as reimbursement of ERC's attorney's fees for Ryan Hoffman. A portion of the Total Settlement Amount, $779.62, shall be considered as reimbursement of ERC's attorney's fees for Karen Evans.

4.1.3 GBG shall pay the Total Settlement amount to ERC through installments as set forth in this Section 4.1.3. GBG shall make an initial payment of $1,000 by September 30, 2013. GBG shall make a payment of $1,000 each month thereafter continuing for a period of 15 months with a final payment on the 16th month totaling $1,333, and such monthly payments shall be received on or before the last day of each month. GBG's payments shall be made by check payable to "Environmental Research Center" mailed or delivered to the Law Office of Michael Freund. ERC's counsel shall be responsible for properly allocating and forwarding all settlement payments made under Section 4 of this Consent Judgment. GBG shall be provided with a completed W-9 for ERC in order to enable GBG to process the payment. If any payment owed under Section 4 is not remitted on or before its due date, GBG shall be in default of its obligations under this Consent Judgment and all future payments due herein shall become immediately due and payable.

5. MODIFICATION OF CONSENT JUDGMENT

5.1 This Consent Judgment may be modified only upon written agreement and stipulation of the Parties and upon entry of a modified Consent Judgment by the Court.

5.2 If GBG seeks to modify this Consent Judgment under Section 5.1, then GBG shall provide written notice to ERC of its intent (the "Notice of Intent"). If ERC seeks to meet and confer regarding the proposed modification in the Notice of Intent, then ERC shall provide written notice to GBG within thirty (30) days of receiving the Notice of Intent. If ERC notifies GBG in a timely manner of ERC's intent to meet and confer, then the Parties shall meet and confer in good faith as required in this Section 5.2. The Parties shall meet in person within thirty (30) days of ERC's notification of its intent to meet and confer. Within thirty (30) days of such meeting, if ERC disputes the proposed modification, ERC shall provide to GBG a written factual basis for its position. The Parties shall continue to meet and confer for an additional thirty (30) days in an effort to resolve any remaining disputes. The Parties may agree in writing to different deadlines for the meet and confer period.

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

5.4 Where the meet and confer process does not lead to a joint motion or application in support of a modification of the Consent Judgment, then either Party may seek judicial relief on its own. In such a situation, 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 was amenable to providing during the parties' good faith attempt to resolve the dispute that is the subject of the modification.

6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT JUDGMENT

6.1 This Court shall retain jurisdiction of this matter to enforce, modify or terminate this Consent Judgment pursuant to Section 664.6 of the California Code of Civil Procedure.

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

6.3 In the event of a dispute between the Parties, the Parties shall first attempt to resolve the matter prior to ERC taking any further legal action pursuant to Section 15.

7. APPLICATION OF CONSENT JUDGMENT

This Consent Judgment may apply to, be binding upon and benefit the Parties, and their respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers (but excluding private label customers), distributors, wholesalers, retailers, and all predecessors, successors and assigns of any of them and ERC on its own behalf and in the public interest as set forth in Section 8.

8. BINDING EFFECT, CLAIMS COVERED AND RELEASED

8.1 This Consent Judgment is a full, final, and binding resolution between ERC, on behalf of itself and in the public interest, and GBG, of any alleged violation of Proposition 65 or its implementing regulations for failure to provide Proposition 65 warnings of exposure to lead from the handling, use or consumption of the Covered Product. ERC, on behalf of itself, its agents, officers, representatives, attorneys, successors and/or assignees, and on behalf of the general public in the public interest, hereby waives all rights to institute or participate in (directly or indirectly) any form of legal action and releases and discharges GBG and its respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, affiliates, divisions, affiliates, franchisees, partners, vendors, customers, manufacturers, retailers, but excluding any private label customers of GBG (collectively, the "Released Parties") from any and all claims, actions, causes of action, suits, demands, liabilities, damages, penalties, fees (including attorneys' fees), costs, and expenses (collectively, the "Claims") as to any alleged violation of Proposition 65 arising from or

related to the alleged failure to provide Proposition 65 warnings regarding lead for the Covered Product as set forth in the Notice of Violation and the Complaint.

8.2 ERC, on behalf of itself, its agents, representatives, attorneys, successors and/or assignees only, and not on behalf of the general public, hereby releases and discharges the Released Parties from any and all known and unknown Claims for alleged violations of Proposition 65 arising from or relating to alleged exposures to lead and lead compounds in the Covered Products. It is possible that other Claims not known to the Parties arising out of the facts alleged in the Notice of Violation or the Complaint and relating to the Covered Product will develop or be discovered. ERC, on behalf of itself only, acknowledges that this Consent Judgment is expressly intended to cover and include all such Claims, including all rights of action therefor. ERC has full knowledge of the contents of California Civil Code section 1542. ERC, on behalf of itself only, acknowledges that the Claims released in Sections 8.1 and 8.2 may include unknown Claims, and nevertheless waives California Civil Code section 1542 as to any such unknown Claims. California Civil Code section 1542 reads as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER 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."

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

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

8.4 ERC, on one hand, and GBG, on the other hand, release and waive all claims they may have against each other for any statements or actions made or undertaken by them in connection with the Notice of Violation or the Complaint. Provided however, nothing in this Section 8 shall affect or limit any Party's right to seek to enforce the terms of this Consent Judgment.

9. SEVERABILITY OF UNENFORCEABLE PROVISIONS

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

10. GOVERNING LAW

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

11. PROVISION OF NOTICE

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

FOR ENVIRONMENTAL RESEARCH CENTER:

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

Michael Bruce Freund
Law Offices of Michael Freund
1919 Addison Street, Suite 105
Berkeley, CA 94704
Telephone: (510) 540-1992
Facsimile: (510) 540-5543
Email: freund1@aol.com

Karen Evans
Coordinating Counsel
Environmental Research Center
4218 Biona Place
San Diego, CA 92116
Telephone: (619) 640-8100
Email: karen.erc@cox.net

FOR GBG OF NEVADA:

Mr. Michael Kahn
GBG
PO Box 2238
Vacaville, CA 95696

With a copy to:

ARNOLD & PORTER LLP
Trenton H. Norris
Sarah Esmaili
One Embarcadero Center, 7th Floor
San Francisco, CA 941111
Telephone: (415) 471-3100
Facsimile: (415) 471-3400

12. COURT APPROVAL

12.1 After the Parties execute this Consent Judgment, ERC shall file a motion for approval of the Consent Judgment. Both Parties agree to employ their best efforts in supporting Court approval of this Consent Judgment. If this Consent Judgment is not approved by the Court, it shall be void and have no force or effect. Furthermore, if this Consent Judgment is not approved by the Court within six months of the full execution of this Consent Judgment by the Parties, within 15 days after written notice by GBG, ERC shall return to GBG any and all settlement monies remitted by GBG to ERC under Section 4.

12.2 If this Consent Judgment is approved by the Court, ERC shall comply with California Health & Safety Code Section 25249.7(f) and with California Code Regulations, Title 11, Section 3003.

13. EXECUTION AND COUNTERPARTS

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

14. DRAFTING

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

15. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES

In the event a dispute arises with respect to either Party's compliance with the terms of this Consent Judgment entered by the Court, the Parties shall meet either in person or by telephone and endeavor to resolve the dispute in an amicable manner. No action or motion may 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 was amenable to providing during the parties' good faith attempt to resolve the dispute that is the subject of such enforcement action.

16. ENTIRE AGREEMENT, AUTHORIZATION

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

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

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

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

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

(2) Make the findings pursuant to Health & Safety Code Section 25249.7(f)(4), approve the Settlement and approve this Consent Judgment.

IT IS SO STIPULATED:

Dated: 9/27, 2013

ENVIRONMENTAL RESEARCH CENTER

Chris Hepstinstall, Executive Director

Dated: _____, 2013

GBG OF NEVADA, INC. and GBG OF NEVADA, LLC

Michael Kahn

APPROVED AS TO FORM:

Dated: 9/27, 2013

LAW OFFICE OF MICHAEL FREUND

Michael Freund by RRH

Michael Freund
Attorney for Environmental Research Center

Dated: _____, 2013

ARNOLD & PORTER LLP

Sarah Esmaili
Attorney for Defendants GBG of Nevada, Inc. and GBG of Nevada, LLC

(2) Make the findings pursuant to Health & Safety Code Section 25249.7(f)(4), approve the Settlement and approve this Consent Judgment.

IT IS SO STIPULATED:

Dated: _____, 2013

ENVIRONMENTAL RESEARCH CENTER

_____
Chris Hepstinstall, Executive Director

Dated: 9/26, 2013

GBG OF NEVADA, INC. and GBG OF NEVADA, LLC

_____
Michael Kahn

APPROVED AS TO FORM:

Dated: _____, 2013

LAW OFFICE OF MICHAEL FREUND

_____
Michael Freund
Attorney for Environmental Research Center

Dated: 9/27, 2013

ARNOLD & PORTER LLP

Sarah Esmaili
Sarah Esmaili
Attorney for Defendants GBG of Nevada, Inc. and GBG of Nevada, 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: _____, 2013

_____
Superior Court of the State of California

EXHIBIT A

MICHAEL FREUND
ATTORNEY AT LAW
1915 ADDISON STREET
BERKELEY, CALIFORNIA 94704-101

TEL 510/540-1992
FAX 510/540-5543
EMAIL FREUND1@AOL.COM

August 5, 2011

NOTICE OF VIOLATIONS OF
CALIFORNIA HEALTH & SAFETY CODE SECTION 25249.5 *ET SEQ.*
(PROPOSITION 65)

Dear Alleged Violator and the Appropriate Public Enforcement Agencies:

I represent Environmental Research Center ("ERC"), 5694 Mission Center Road #199, San Diego, CA 92108; Tel. (619) 309- 4194. ERC's Executive Director is Chris Heptinstall. ERC is a California non-profit corporation dedicated to, among other causes, helping safeguard the public from health hazards by bringing about a reduction in the use and misuse of hazardous and toxic chemicals, facilitating a safe environment for consumers and employees, and encouraging corporate responsibility.

ERC has identified violations of California's Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65"), which is codified at California Health & Safety Code §25249.5 *et seq.*, with respect to the products identified below. These violations have occurred and continue to occur because the alleged Violator identified below failed to provide required clear and reasonable warnings with these products. This letter serves as a notice of these violations to the alleged Violator and the appropriate public enforcement agencies. Pursuant to Section 25249.7(d) of the statute, ERC intends to file a private enforcement action in the public interest 60 days after effective service of this notice unless the public enforcement agencies have commenced and are diligently prosecuting an action to rectify these violations.

General Information about Proposition 65. A copy of a summary of Proposition 65, prepared by the Office of Environmental Health Hazard Assessment, is an attachment with the copy of this letter served to the alleged Violator identified below.

Alleged Violator. The name of the company covered by this notice that violated Proposition 65 (hereinafter "the Violator") is:

GBG of Nevada

Consumer Product and Listed Chemical. The product that is the subject of this notice and the chemical in that product identified as exceeding allowable levels is:

GBG of Nevada Protein Matrix Chocolate Crème Flavor - Lead

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

It should be noted that ERC may continue to investigate other products that may reveal further violations and result in subsequent notices of violations.

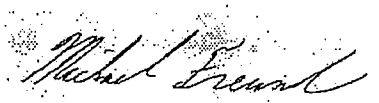
Route of Exposure. The consumer exposures that are the subject of this notice result from the purchase, acquisition, handling and recommended use of these products. Consequently, the primary route of exposure to these chemicals has been and continues to be through ingestion, but may have also occurred and may continue to occur through inhalation and/or dermal contact.

Approximate Time Period of Violations. Ongoing violations have occurred every day since at least August 5, 2008, as well as every day since the products were introduced into the California marketplace, and will continue every day until clear and reasonable warnings are provided to product purchasers and users or until these known toxic chemicals are either removed from or reduced to allowable levels in the products. Proposition 65 requires that a clear and reasonable warning be provided prior to exposure to the identified chemicals. The method of warning should be a warning that appears on the product label. The Violator violated Proposition 65 because it failed to provide persons handling and/or using these products with appropriate warnings that they are being exposed to these chemicals.

Consistent with the public interest goals of Proposition 65 and a desire to have these ongoing violations of California law quickly rectified, ERC is interested in seeking a constructive resolution of this matter that includes an enforceable written agreement by the Violator to: (1) reformulate the identified products so as to eliminate further exposures to the identified chemicals, or provide appropriate warnings on the labels of these products; and (2) pay an appropriate civil penalty. Such a resolution will prevent further unwarned consumer exposures to the identified chemicals, as well as an expensive and time consuming litigation.

ERC has retained me as legal counsel in connection with this matter. **Please direct all communications regarding this Notice of Violations to my attention at the law office address and telephone number indicated on the letterhead.**

Sincerely,



Michael Freund, Esq.

Attachments
- Certificate of Merit
- Certificate of Service
- OEHHA Summary (to GBG of Nevada and its Registered Agent for Service of Process only)
- Additional Supporting Information for Certificate of Merit (to AG only)

CERTIFICATE OF MERIT

Re: Environmental Research Center's Notice of Proposition 65 Violations by GBG of Nevada

I, Michael Freund, declare:

1. This Certificate of Merit accompanies the attached 60-day notice in which it is alleged the parties identified in the notice violated California Health & Safety Code Section 25249.6 by failing to provide clear and reasonable warnings.

2. I am an attorney for the noticing party.

3. I have consulted with one or more persons with relevant and appropriate experience or expertise who have reviewed facts, studies, or other data regarding the exposure to the listed chemicals that are the subject of the notice.

4. Based on the information obtained through those consultants, and on other information in my possession, I believe there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a credible basis that all elements of the plaintiff's case can be established and that the information did not prove that the alleged Violator will be able to establish any of the affirmative defenses set forth in the statute.

5. Along with the copy of this Certificate of Merit served on the Attorney General is attached additional factual information sufficient to establish the basis for this certificate, including the information identified in California Health & Safety Code §25249.7(h)(2), i.e., (1) the identity of the persons consulted with and relied on by the certifier, and (2) the facts, studies, or other data reviewed by those persons.

Dated: August 5, 2011

Michael Freund

Michael Freund

CERTIFICATE OF SERVICE

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

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

On August 5, 2011 I served the following documents: **NOTICE OF VIOLATIONS OF CALIFORNIA HEALTH & SAFETY CODE §25249.5 *ET SEQ.*; CERTIFICATE OF MERIT; "THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986 (PROPOSITION 65): A SUMMARY"** on the following parties by placing a true and correct copy thereof in a sealed envelope, addressed to the party listed below and depositing it in a US Postal Service Office for delivery by Certified Mail:

Current CEO or President
GBG of Nevada
47 Union Way Suite A
Vacaville, CA 95687

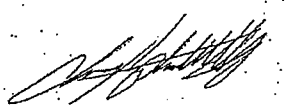
Paracorp Incorporated
GBG of Nevada's
(Registered Agent for Service of Process)
318 N. Carson Street #208
Carson City, NV 89701

On August 5, 2011 I served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 *ET SEQ.*; CERTIFICATE OF MERIT; ADDITIONAL SUPPORTING INFORMATION FOR CERTIFICATE OF MERIT AS REQUIRED BY CALIFORNIA HEALTH & SAFETY CODE §25249.7(d)(1)** on the following parties by placing a true and correct copy thereof in a sealed envelope, addressed to the party listed below and depositing it in a US Postal Service Office for delivery by Certified Mail:

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

On August 5, 2011 I served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 *ET SEQ.*; CERTIFICATE OF MERIT** on each of the parties on the Service List attached hereto by placing a true and correct copy thereof in a sealed envelope, addressed to each of the parties **on the Service List attached hereto**, and depositing it with the U.S. Postal Service for delivery by Priority Mail.

Executed on August 5, 2011 in Fort Oglethorpe, Georgia.



Chris Heptinstall

Service List

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

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

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

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

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

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

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

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

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

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

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

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

District Attorney, Imperial County
939 West Main Street, Ste 102
El Centro, CA 92243

District Attorney, Inyo County
230 W. Line Street
Bishop, CA 93514

District Attorney, Kern County
1215 Truxtun Avenue
Bakersfield, CA 93301

District Attorney, Kings County
1400 West Lacey Boulevard
Hanford, CA 93230

District Attorney, Lake County
255 N. Forbes Street
Lakeport, CA 95453

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

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

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

District Attorney, Marin County
3501 Civic Center, Room 130
San Rafael, CA 94903

District Attorney, Mariposa County
Post Office Box 730
Mariposa, CA 95338

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

District Attorney, Merced County
2222 M Street
Merced, CA 95340

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

District Attorney, Mono County
Post Office Box 617
Bridgeport, CA 93517

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

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

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

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

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

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

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

District Attorney, Sacramento County
901 "G" Street
Sacramento, CA 9581

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

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

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

District Attorney, San Francisco County
850 Bryant Street, Room 325
San Francsico, CA 94103

District Attorney, San Joaquin County
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