

1 TUCKER ELLIS LLP
DANIEL J. KELLY SBN 145088
2 daniel.kelly@tuckerellis.com
One Market Plaza
3 Steuart Tower, Suite 700
San Francisco, CA 94105
4 Telephone: 415.617.2400
Facsimile: 415.617.2409

5 TUCKER ELLIS LLP
6 MATTHEW I. KAPLAN SBN 177242
matthew.kaplan@tuckerellis.com
7 RONIE M. SCHMELZ SBN 130798
ronie.schmelz@tuckerellis.com
8 515 South Flower Street
Forty-Second Floor
9 Los Angeles, CA 90071-2223
Telephone: 213.430.3400
10 Facsimile: 213.430.3409

11 Attorneys for Defendant
NAC MARKETING COMPANY, LLC

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

14
15 ENVIRONMENTAL RESEARCH CENTER,
a California non-profit corporation,

Case No. 30-2013-00667639-CU-MC-CJC

16 Plaintiff,

OFFER TO COMPROMISE
[C.C.P. § 998]

17 v.

Judge: Hon. Frederick P. Aquirre

18 NAC MARKETING COMPANY, LLC,
19 doing business as NEW VITALITY, and
DOES 1-25, inclusive,

Complaint Filed: August 7, 2013
Trial Date: May 16, 2016

20 Defendants.

21
22 TO PLAINTIFF ENVIRONMENTAL RESEARCH CENTER AND ITS ATTORNEYS OF
23 RECORD:

24 PLEASE TAKE NOTICE that defendant NAC Marketing Company, LLC dba New Vitality
25 (“NAC”) hereby offers to allow a consent judgment to be taken against it in this Safe Drinking Water
26 and Toxic Enforcement Act of 1986, Health and Safety Code § 25249.5 *et seq.* (“Proposition 65”) action
27 brought by plaintiff Environmental Research Center (“ERC”) in accordance with Health & Safety Code
28 § 25249.6 *et seq.* under the following terms and conditions and subject to Court approval:

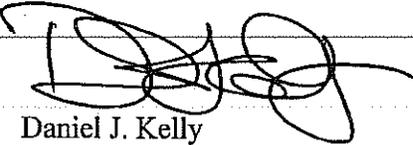
- 1 1. NAC will agree to a permanent injunction providing that all New Vitality® ROYAL
- 2 GREENS Ultra Blend ("Royal Greens"), New Vitality® RUBY REDS ("Ruby Reds") and/or
- 3 New Vitality® Aloe Ease Colon and Body Cleanse ("Aloe Ease") manufactured for NAC
- 4 and offered for sale in California shall comply with California law, including Proposition 65;
- 5 2. NAC will pay the sum of forty thousand dollars (\$40,000) as a civil penalty pursuant to
- 6 Proposition 65; and
- 7 3. NAC will pay allowed costs and reasonable attorney fees to ERC as awarded by the Court
- 8 under Proposition 65 and pursuant to Code of Civil Procedure § 1021.5.

9 This offer to compromise is made pursuant to Code of Civil Procedure § 998 and may be
 10 accepted in writing by ERC or its counsel signing the below statement of acceptance or a statement of
 11 acceptance on a separate document. Pursuant to Code of Civil Procedure § 998, you are hereby notified
 12 that if the offer is not accepted and ERC fails to obtain a more favorable judgments upon trial of the
 13 case, you may not recover costs but must pay defendant NAC's costs pursuant to statute. If the offer is
 14 not accepted within thirty (30) days after it is made, it shall be deemed withdrawn and cannot be given
 15 in evidence.

16 DATED: March 21, 2016

TUCKER ELLIS LLP

17
 18 By:



Daniel J. Kelly
 Matthew I. Kaplan
 Ronie M. Schmelz
 Attorneys for Defendant NAC MARKETING
 COMPANY, LLC dba New Vitality

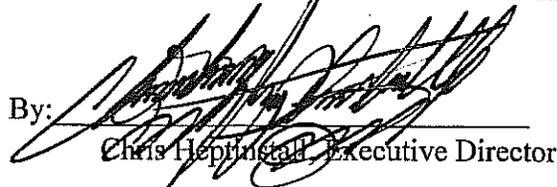
21 **Statement of Acceptance**

22 Plaintiff Environmental Research Center accepts the above Offer to Compromise under Code of
 23 Civil Procedure § 998 and agrees to its terms.

24 Dated: 3/23/2016

ENVIRONMENTAL RESEARCH CENTER

26
 27 By:



Chris Heptinstall, Executive Director

PROOF OF SERVICE

STATE OF CALIFORNIA

I, Anna L. Villanueva, declare as follows:

I am employed in the County of San Francisco, State of California. I am over the age of eighteen years and am not a party to this action. My business address is Tucker Ellis LLP, One Market Plaza Steuart Tower, Suite 700, San Francisco, CA 94105, in said County and State.

On March 21, 2016, I served the following document(s):

**OFFER TO COMPROMISE
[C.C.P. § 998]**

ALL DEFENSE COUNSEL known to date were given notice of these document(s) by facsimile letter. *(See Attached Service List)*

VIA ELECTRONIC SERVICE by causing such documents to be served on the interested parties to this action via Orange County Superior Court approved Electronic Filing Service Providers (Nationwide Legal) to electronically file and serve said document(s).

BY MAIL. I placed a true copy in a sealed envelope addressed as indicated below, on the above-mentioned date. I am familiar with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

William F. Wraith, Esq. Wraith Law 24422 Avenida de la Carlota, Suite 400 Laguna Hills, CA 92653 [Courtesy copy via email]	Attorneys for Plaintiff Tel: (949) 452-1234 Fax: (949) 452-1102 Email: bill@wraithlaw.com
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I am employed in the office of a member of the bar of this court, and that the foregoing document(s) was(were) printed on recycled paper.

(STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 21, 2016, at San Francisco, California.

Anna L. Villanueva