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18 Attorneys for Defendants
19 ALTASOURCE, LLC dba META LABS, LLC

20 SUPERIOR COURT OF THE STATE OF CALIFORNIA

21 COUNTY OF SAN FRANCISCO

22 ENVIRONMENTAL RESEARCH
23 CENTER, a California non-profit
24 corporation,

25 Plaintiff,

26 v.

27 ALTASOURCE, LLC dba META LABS, LLC
28 and DOES 1-100,

Defendants.

CASE NO. CGC-13-532293

[PROPOSED] STIPULATED
CONSENT JUDGMENT; [PROPOSED]
ORDER

Health & Safety Code § 25249.5 et seq.

Action Filed: June 21, 2013
Trial Date: September 22, 2014

1. INTRODUCTION

1.1 On June 21, 2013, Plaintiff Environmental Research Center (“ERC”), a non-profit corporation, as a private enforcer, and in the public interest, initiated this action by filing a

1 Complaint for Injunctive and Declaratory relief and Civil Penalties (the “Complaint”) pursuant
2 to the provisions of California Health and Safety Code section 25249.5 et seq. (“Proposition 65”),
3 against Altasource, LLC dba Meta Labs, LLC (collectively “Meta Labs”) and Does 1-100. On
4 October 17, 2013, ERC’s Second Amended Complaint (“Amended Complaint”) for Injunctive
5 and Declaratory Relief and Civil Penalties was filed. In this action, ERC alleges that the products
6 manufactured, distributed or sold by Meta Labs, as more fully described below, contain lead, a
7 chemical listed under Proposition 65 as a carcinogen and reproductive toxin, and that such
8 products expose consumers at a level requiring a Proposition 65 warning. These products are:
9 Amo-O T Maximum Strength Testosterone Booster; Mega-Gen Ultimate X Suppressor; Ultimate
10 T Libido Builder High Potency Formula; Tiro De Brasil; and Mega-Gen MT-3000 (kit includes
11 Mega-Gen MT-3000 Muscle Test -1 Homeopathic Testosterone Body Cream, Mega-Gen MT-
12 3000 Muscle Test -2 Muscle Matrix, Mega-Gen MT-3000 Muscle Test -3 Resveratrol)
13 (collectively “Covered Products”). ERC and Meta Labs are referred to individually as a “Party”
14 or collectively as the “Parties.”

15
16 **1.2** ERC is a California non-profit corporation dedicated to, among other causes,
17 helping safeguard the public from health hazards by reducing the use and misuse of hazardous
18 and toxic chemicals, facilitating a safe environment for consumers and employees, and
19 encouraging corporate responsibility.

20 **1.3** The parties agree that Meta Labs is a business entity that currently employs ten or
21 more persons and that Meta Labs arranged the manufacture, distribution and sale of the Covered
22 Products. ERC contends that Meta Labs has employed ten or more persons since 2010; Meta
23 Labs denies this assertion.

24 **1.4** The Complaint is based on allegations contained in ERC’s Notice of Violation,
25 dated October 26, 2012, that was served on the California Attorney General, other public
26 enforcers, and Meta Labs. A true and correct copy of the Notice of Violation is attached as
27 Exhibit A. More than 60 days have passed since the Notice of Violation was mailed, and no
28

1 designated governmental entity has filed a complaint against Meta Labs with regard to the
2 Covered Products or the alleged violations.

3 **1.5** ERC's Notice of Violation and the Complaint allege that use of the Covered
4 Products exposes persons in California to lead without first providing clear and reasonable
5 warnings in violation of California Health and Safety Code section 25249.6. Meta Labs denies
6 all material allegations contained in the Notice of Violation and Complaint.

7 **1.6** The Parties have entered into this Consent Judgment in order to settle,
8 compromise and resolve disputed claims and thus avoid prolonged and costly litigation. Nothing
9 in this Consent Judgment shall constitute or be construed as an admission by any of the Parties,
10 or by any of their respective officers, directors, shareholders, employees, agents, parent
11 companies, subsidiaries, divisions, affiliates, franchises, licensees, or suppliers. Except for the
12 representations made above, nothing in this Consent Judgment shall be construed as an admission
13 by Meta Labs or ERC of any fact, issue of law, or violation of law, nor shall compliance with
14 this Consent Judgment be construed as an admission by Meta Labs or ERC of any fact, issue of
15 law, or violation of law, at any time, for any purpose.

16 **1.7** Except as expressly set forth herein, nothing in this Consent Judgment shall
17 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
18 other or future legal proceeding unrelated to these proceedings.

19 **1.8** The Effective Date of this Consent Judgment is the date on which it is entered as
20 a Judgment by this Court.

21
22 **2. JURISDICTION AND VENUE**

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

2 **3. INJUNCTIVE RELIEF, REFORMULATION, TESTING AND WARNINGS**

3 **3.1** Beginning on the Effective Date, Meta Labs shall not manufacture for sale in the
4 State of California, distribute into the State of California¹, or directly sell in the State of
5 California, any Covered Products which expose a person to a daily dose of lead more than 0.5
6 micrograms per day when the maximum suggested dose is taken as directed on the Covered
7 Product’s label, unless each such unit of the Covered Product (1) qualifies as a “Reformulated
8 Covered Product” under Section 3.3, or (2) meets the warning requirements under Section 3.2.

9 **3.2 Clear and Reasonable Warnings**

10 If Meta Labs provides a warning for Covered Products pursuant to Section 3.1, Meta Labs must
11 provide the following warning:

12
13 **WARNING: This product contains lead, a chemical known to the State of**
14 **California to cause [cancer and] birth defects or other reproductive harm.**

15
16 Meta Labs shall use the term “cancer” in the warning only if the maximum daily dose recommended
17 on the label contains more than 15 micrograms of lead as determined pursuant to the quality control
18 methodology set forth in Section 3.4.

19
20 Meta Labs shall provide the warning on all of the following: 1) on Meta Labs’ checkout
21 page on its website for California consumers; 2) on Meta Labs’ insert in boxes of Covered Products
22 shipped to California; 3) on Meta Labs’ receipt/invoice in boxes of Covered Products shipped to
23 California; and 4) on Meta Labs’ products in retail stores in California. The warning appearing on
24 the label or container shall be at least the same size as the largest of any other health or safety
25

26
27 ¹ As used in Consent Judgment, the term “distribute for sale into California” shall mean
28 to directly ship a Covered Product into California for sale in California or to sell a Covered
Product to a distributor that Defendant knows will sell the Covered Product in California.

1 warnings correspondingly appearing on the label or container, as applicable, or such product, and
2 the word “**WARNING**” shall be in all capital letters and in bold print. No other statements about
3 Proposition 65 or lead may accompany the warning. Meta Labs shall not provide any general or
4 “blanket” warning regarding Proposition 65.

- 5 1) In the website warning, Meta Labs shall identify each Covered Product.
- 6 2) Regarding the insert warnings, Meta Labs and/or its distributor shall provide
7 one insert warning for each box of products going to a California consumer. The insert
8 warning shall be a minimum of 5 inches x 7 inches. The insert warning shall identify each
9 Covered Product that requires a warning.
- 10 3) For the receipt/invoice warnings, the receipt/invoice shall identify each Covered Product and
11 be present on the front of the receipt/invoice.

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13
14 Meta Labs must display the above warnings with such conspicuousness, as compared with
15 other words, statements, or design of the label or container, as applicable, to render the warning
16 likely to be read and understood by an ordinary individual under customary conditions of purchase
17 or use of the product.

18 **3.3 Calculation of Lead Levels; Reformulated Covered Products**

19
20 A Reformulated Covered Product is one for which the maximum recommended daily serving
21 on the label contains no more than 0.5 micrograms of lead per day as determined by the quality
22 control methodology described in Section 3.4. As used in this Consent Judgment, “no more than
23 0.5 micrograms of lead per day” means that the samples of the testing performed by Meta Labs
24 under Section 3.4 yield a daily exposure of no more than 0.5 micrograms of lead (with daily
25 exposure calculated pursuant to Section 3.4 of this Consent Judgment). For products that cause
26 exposures in excess of 0.5 micrograms of lead per day, Meta Labs shall provide the warning set
27
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1 forth in Section 3.2. For purposes of determining which warning, if any, is required pursuant to
2 Section 3.2, the highest lead detection result of the five (5) randomly selected samples of the
3 Covered Products will be controlling.

4 **3.4 Testing and Quality Control Methodology**

5 **3.4.1** For purposes of this Consent Judgment, daily lead exposure levels shall
6 be measured in micrograms, and shall be calculated using the following formula: micrograms of
7 lead per gram of product, multiplied by grams of product per serving of the product (using the
8 largest serving size appearing on the product label), multiplied by servings of the product per day
9 (using the largest number of servings in a recommended dosage appearing on the product label),
10 which equals micrograms of lead exposure per day.

11 **3.4.2** All testing pursuant to this Consent Judgment shall be performed using a
12 laboratory method that complies with the performance and quality control factors appropriate for
13 the method used, including limit of detection, limit of qualification, accuracy, and precision and
14 meets the following criteria: Inductively Coupled Plasma-Mass Spectrometry (ICP-MS)
15 achieving a limit of quantification of less than or equal to 0.010 mg/kg or any other testing
16 method subsequently agreed upon in writing by the Parties.

17 **3.4.3** All testing pursuant to this Consent Judgment shall be performed by an
18 independent third-party laboratory certified by the California Environmental Laboratory
19 Accreditation Program for the analysis of heavy metals or an independent third-party laboratory
20 that is registered with the United States Food & Drug Administration. Meta Labs may perform
21 this testing itself only if it provides, in an attachment to the test results Meta Labs provides to
22 ERC, proof that its laboratory meets the requirements in Section 3.4.2 and this Section 3.4.3.
23 Nothing in this Consent Judgment shall limit Meta Labs' ability to conduct, or require that others
24 conduct, additional testing of the Covered Products, including the raw materials used in their
25 manufacture.
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1 **3.4.4** Meta Labs shall arrange, for at least five consecutive years and at least
2 once per year, for the lead testing of five randomly selected samples of each Covered Product in
3 the form intended for sale to the end-user to be distributed or sold to California. Meta Labs shall
4 continue testing so long as the Covered Products are sold in California or sold to a third party for
5 retail sale in California. If tests conducted pursuant to this Section demonstrate that no warning
6 is required for a Covered Product during each of five consecutive years, then the testing
7 requirements of this Section will no longer be required as to that Covered Product. However, if
8 after the five-year period, Meta Labs changes ingredient suppliers for any of the Covered
9 Products and/or reformulates any of the Covered Products, Meta Labs shall test that Covered
10 Product at least once after such change is made, and send those test results to ERC within 10
11 working days of receiving the test results. The testing requirements discussed in Section 3.4 are
12 not applicable to any Covered Product for which Meta Labs has provided the warning as specified
13 in Section 3.2.
14

15 **3.4.5** Beginning on the Effective Date and continuing for a period of five years
16 thereafter, Meta Labs shall arrange for copies of all laboratory reports with results of testing for
17 lead content under Section 3.4 to be automatically sent by the testing laboratory directly to ERC
18 within ten working days after completion of that testing. These reports shall be deemed and
19 treated by ERC as confidential information under the terms of the confidentiality agreement
20 entered into by the Parties. Meta Labs shall retain all test results and documentation for a period
21 of five years from the date of each test.
22

23 **4. SETTLEMENT PAYMENT**

24 **4.1** In full satisfaction of all potential civil penalties, attorney's fees, and costs,
25 Meta Labs shall make a total payment of \$35,500.00 in ten monthly installments of \$3,550.00,
26 each paid by wire transfer to ERC's escrow account, commencing August 1, 2014 and continuing
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28

1 on the first of each month thereafter until paid in full on May 1, 2015. Said payment shall be for
2 the following:

3 **4.2** \$5,595.00 shall be payable as civil penalties pursuant to California Health and
4 Safety Code section 25249.7(b)(1). Of this amount, \$4,196.25 shall be payable to the Office of
5 Environmental Health Hazard Assessment (“OEHHA”) and \$1,398.75 shall be payable to
6 Environmental Research Center. California Health and Safety Code section 25249.12(c)(1) &
7 (d). Meta Labs shall send both civil penalty payments to ERC who will be responsible for
8 forwarding the civil penalty.

9 **4.3** \$18,035.00 shall be payable to Environmental Research Center as
10 reimbursement to ERC for reasonable costs associated with the enforcement of Proposition 65
11 and other costs incurred as a result of work in bringing this action.

12 **4.4** \$3,600.00 shall be payable to Michael Freund as reimbursement of ERC’s
13 attorney’s fees and \$8,270.00 shall be payable to Ryan Hoffman as reimbursement of ERC’s
14 attorney’s fees.
15

16
17 **5. MODIFICATION OF CONSENT JUDGMENT**

18 **5.1** This Consent Judgment may be modified only (i) by written stipulation of the
19 Parties or pursuant to Section 5.4 and (ii) upon entry by the Court of a modified consent
20 judgment.

21 **5.2** If Meta Labs seeks to modify this Consent Judgment under Section 5.1, then
22 Meta Labs must provide written notice to ERC of its intent (“Notice of Intent”). If ERC seeks to
23 meet and confer regarding the proposed modification in the Notice of Intent, then ERC must
24 provide written notice to Meta Labs within thirty days of receiving the Notice of Intent. If ERC
25 notifies Meta Labs in a timely manner of ERC’s intent to meet and confer, then the Parties shall
26 meet and confer in good faith as required in this Section. The Parties shall meet in person within
27 thirty (30) days of ERC’s notification of its intent to meet and confer. Within thirty days of such
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1 meeting, if ERC disputes the proposed modification, ERC shall provide to Meta Labs a written
2 basis for its position. The Parties shall continue to meet and confer for an additional thirty (30)
3 days in an effort to resolve any remaining disputes. The Parties may agree in writing to different
4 deadlines for the meet-and-confer period.

5 **5.3** In the event that Meta Labs initiates or otherwise requests a modification under
6 Section 5.1, Meta Labs shall reimburse ERC its costs and reasonable attorney’s fees for the time
7 spent in the meet-and-confer process and filing and arguing a joint motion or application in
8 support of a modification of the Consent Judgment.

9 **5.4** Where the meet-and-confer process does not lead to a joint motion or
10 application in support of a modification of the Consent Judgment, then either Party may seek
11 judicial relief on its own. In such a situation, the prevailing party may seek to recover costs and
12 reasonable attorney’s fees. As used in the preceding sentence, the term “prevailing party” means
13 a party who is successful in obtaining relief more favorable to it than the relief that the other
14 party was amenable to providing during the Parties’ good faith attempt to resolve the dispute that
15 is the subject of the modification.
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18 **6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT**
19 **JUDGMENT**

20 **6.1** This Court shall retain jurisdiction of this matter to enforce, modify or
21 terminate this Consent Judgment.

22 **6.2** Only after it complies with Section 15 below may any Party, by motion or
23 application for an order to show cause filed with this Court, enforce the terms and conditions
24 contained in this Consent Judgment.

25 **6.3** If ERC alleges that any Covered Product fails to qualify as a Reformulated
26 Covered Product (for which ERC alleges that no warning has been provided), then ERC shall
27 inform Meta Labs in a reasonably prompt manner of its test results, including information
28

1 sufficient to permit Meta Labs to identify the Covered Products at issue. Meta Labs shall, within
2 thirty days following such notice, provide ERC with testing information, from an independent
3 third-party laboratory meeting the requirements of Sections 3.4.2 and 3.4.3, demonstrating
4 Defendant’s compliance with the Consent Judgment, if warranted. The Parties shall first attempt
5 to resolve the matter prior to ERC taking any further legal action.
6

7 **7. APPLICATION OF CONSENT JUDGMENT**

8 This Consent Judgment may apply to, be binding upon, and benefit the Parties and their
9 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,
10 divisions, affiliates, franchisees, licensees, predecessors, successors, and assigns. This Consent
11 Judgment shall have no application to Covered Products which are distributed or sold exclusively
12 outside the State of California and which are not used by California consumers. This Consent
13 Judgment shall terminate without further action by any Party when Meta Labs no longer
14 manufactures, distributes or sells all of the Covered Products and all of such Covered Products
15 previously “distributed for sale in California” have reached their expiration dates and are no longer
16 sold.
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19 **8. BINDING EFFECT, CLAIMS COVERED AND RELEASED**

20 **8.1** This Consent Judgment is a full, final, and binding resolution between ERC,
21 on behalf of itself and in the public interest, and Meta Labs, of any alleged violation of
22 Proposition 65 or its implementing regulations for failure to provide Proposition 65 warnings of
23 exposure to lead from the handling, use, or consumption of the Covered Products and fully
24 resolves all claims that have been or could have been asserted in this action up to and including
25 the Effective Date for failure to provide Proposition 65 warnings for the Covered Products. ERC,
26 on behalf of itself and in the public interest, hereby discharges Meta Labs and its respective
27 officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions,
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1 affiliates, suppliers, franchisees, licensees, and the predecessors, successors and assigns of any
2 of them (collectively, “Released Parties”), from any and all claims, actions, causes of action,
3 suits, demands, liabilities, damages, penalties, fees, costs and expenses asserted, or that could
4 have been asserted, as to any alleged violation of Proposition 65 arising from the failure to
5 provide Proposition 65 warnings on the Covered Products regarding lead.

6 **8.2** ERC, on behalf of itself only, hereby releases and discharges the Released
7 Parties from all known and unknown claims for alleged violations of Proposition 65 arising from
8 or relating to alleged exposures to lead in the Covered Products as set forth in the Notice of
9 Violation. It is possible that other claims not known to the Parties arising out of the facts alleged
10 in the Notice of Violation or the Complaint and relating to the Covered Products will develop or
11 be discovered. ERC, on behalf of itself only, acknowledges that this Consent Judgment is
12 expressly intended to cover and include all such claims, including all rights of action therefore.
13 ERC has full knowledge of the contents of California Civil Code section 1542. ERC, on behalf
14 of itself only, acknowledges that the claims released in Sections 8.1 and 8.2 above may include
15 unknown claims, and nevertheless waives California Civil Code section 1542 as to any such
16 unknown claims. California Civil Code section 1542 reads as follows:
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18 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
19 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
20 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF
21 KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS
22 OR HER SETTLEMENT WITH THE DEBTOR.
23

24 ERC, on behalf of itself only, acknowledges and understands the significance and consequences
25 of this specific waiver of California Civil Code Section 1542.
26
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1 **8.3** Compliance with the terms of this Consent Judgment shall be deemed to
2 constitute compliance by any Released Party with Proposition 65 regarding alleged exposures to
3 lead in the Covered Products as set forth in the Notice of Violation and the Complaint.

4 **8.4** Nothing in this Consent Judgment is intended to apply to any occupational or
5 environmental exposures arising under Proposition 65, nor shall it apply to any of Meta Labs’
6 products other than the Covered Products.

7 **8.5** ERC and Meta Labs each release and waive all claims they may have against
8 each other for any statements or actions made or undertaken by them in connection with the
9 Notice of Violation or the Complaint; provided, however, that nothing in Section 8 shall affect
10 or limit any Party’s right to seek to enforce the terms of this Consent Judgment.
11

12 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

13 In the event that any of the provisions of this Consent Judgment is held by a court to be
14 unenforceable, the validity of the remaining enforceable provisions shall not be adversely affected.
15

16 **10. GOVERNING LAW**

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

19 **11. PROVISION OF NOTICE**

20 All notices required to be given to either Party to this Consent Judgment by the other shall be in
21 writing and sent to the following agents listed below by: (a) first-class, registered, or certified mail;
22 (b) overnight courier; or (c) personal delivery. Courtesy copies via email may also be sent.
23
24

25 **FOR ENVIRONMENTAL RESEARCH CENTER:**

26 Chris Heptinstall, Executive Director
27 Environmental Research Center
28 3111 Camino Del Rio North, Suite 400
San Diego, CA 92108

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With a copy to:

Michael Freund SBN 99687
Ryan Hoffman SBN 283297
Michael Freund & Associates
1919 Addison Street, Suite 105
Berkeley, CA 94704
Telephone: (510) 540-1992
Facsimile: (510) 540-5543

Attorneys for Plaintiff
ENVIRONMENTAL RESEARCH CENTER

FOR ALTASOURCE, LLC dba META LABS, LLC

Sam Kyayat, President
1009 Mansell Road
Suite L
Alpharetta, Georgia 30076

With a copy to:

James R. Forbes, Esq., SBN 114863
Alfonso L. Poire, Esq. SBN 149185
Gaw Van Male
A Professional Law Corporation
1411 Oliver Road, Suite 300
Fairfield, California 94534-3425
Telephone: (707) 425-1250
Facsimile: (707) 425-1255

and a copy to:

William J. Piercy, Esq.
Berman Fink Van Horn, P.C.
3475 Piedmont Road, NE
Suite 1100
Atlanta, Georgia 30305

12. COURT APPROVAL

12.1 If this Stipulated Consent Judgment is not approved by the Court, it shall be

void and have no force or effect.

1 **12.2** ERC shall comply with California Health and Safety Code section 25249.7(f)
2 and with Title II of the California Code Regulations, Section 3003.

3
4 **13. EXECUTION AND COUNTERPARTS**

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

8
9 **14. DRAFTING**

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

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

17 If a dispute arises with respect to either Party's compliance with the terms of this Consent Judgment
18 entered by the Court, the Parties shall meet in person or by telephone and endeavor to resolve the
19 dispute in an amicable manner. No action or motion may be filed in the absence of such a good
20 faith attempt to resolve the dispute beforehand. In the event an action or motion is filed, however,
21 the prevailing party may seek to recover costs and reasonable attorney's fees. As used in the
22 preceding sentence, the term "prevailing party" means a party who is successful in obtaining relief
23 more favorable to it than the relief that the other party was amenable to providing during the Parties'
24 good faith attempt to resolve the dispute that is the subject of such enforcement action.
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1 **16. ENTIRE AGREEMENT, AUTHORIZATION**

2 **16.1** This Consent Judgment contains the sole and entire agreement and
3 understanding of the Parties with respect to the entire subject matter herein, and any and all prior
4 discussions, negotiations, commitments and understandings related hereto. No representations,
5 oral or otherwise, express or implied, other than those contained herein have been made by any
6 Party. No other agreements, oral or otherwise, unless specifically referred to herein, shall be
7 deemed to exist or to bind any Party.

8 **16.2** Each signatory to this Consent Judgment certifies that he or she is fully
9 authorized by the Party he or she represents to stipulate to this Consent Judgment. Except as
10 explicitly provided herein, each Party shall bear its own fees and costs.
11

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

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

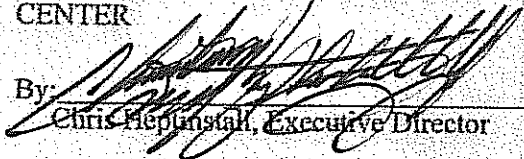
18 (1) Find that the terms and provisions of this Consent Judgment represent a fair and equitable
19 settlement of all matters raised by the allegations of the Complaint, that the matter has been
20 diligently prosecuted, and that the public interest is served by such settlement; and
21

22 (2) Make the findings pursuant to California Health and Safety Code section 25249.7(f)(4),
23 approve the Settlement, and approve this Consent Judgment.
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1 **IT IS SO STIPULATED:**

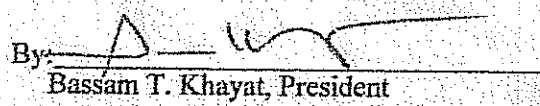
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3 Dated: 7/29/, 2014

ENVIRONMENTAL RESEARCH
CENTER

4
5 By: 
Chris Heplinstall, Executive Director

6
7 Dated: 7-29, 2014

FOR ALTASOURCE, LLC dba META
LABS, LLC

8
9 By: 
Bassam T. Khayat, President

10
11
12 **APPROVED AS TO FORM:**

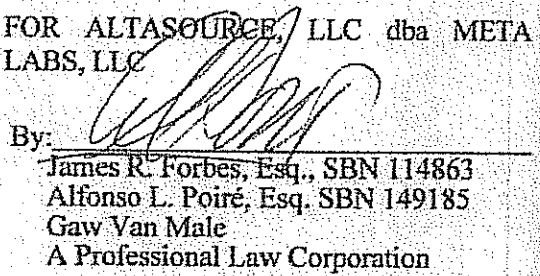
13
14 Dated: _____, 2014

ENVIRONMENTAL RESEARCH
CENTER

15
16 By: _____
17 Michael Freund SBN 99687
18 Ryan Hoffman SBN 283297
19 Michael Freund & Associates

20 Dated: 7/29, 2014

FOR ALTASOURCE, LLC dba META
LABS, LLC

21
22 By: 
23 James R. Forbes, Esq., SBN 114863
24 Alfonso L. Poiré, Esq. SBN 149185
25 Gaw Van Male
26 A Professional Law Corporation

IT IS SO STIPULATED:

Dated: _____, 2014

ENVIRONMENTAL RESEARCH
CENTER

By: _____
Chris Heptinstall, Executive Director

Dated: _____, 2014

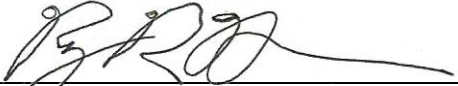
FOR ALTASOURCE, LLC dba META
LABS, LLC

By: _____
Bassam T. Khayat, President

APPROVED AS TO FORM:

Dated: 7/29, 2014

ENVIRONMENTAL RESEARCH
CENTER

By:  _____
Michael Freund SBN 99687
Ryan Hoffman SBN 283297
Michael Freund & Associates

Dated: _____, 2014

FOR ALTASOURCE, LLC dba META
LABS, LLC

By: _____
James R. Forbes, Esq., SBN 114863
Alfonso L. Poire, Esq. SBN 149185
Gaw Van Male
A Professional Law Corporation

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: _____, 2014

Judge of the Superior Court