

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this "Agreement") is made effective on the date last executed herein ("Effective Date") between Environmental Research Center, Inc. ("ERC") and Premier Protein, Inc. (formerly known as Premier Nutrition, Inc.), as subsidiary of Premier Nutrition Corp. (formerly known as Joint Juice, Inc.). Although only one of Premier Nutrition Corp. and Premier Protein, Inc. (collectively referred to as "Premier") shall be required to comply with the requirements of Sections 2 and 3, below, and satisfaction by one of them with those requirements shall be deemed to be satisfaction by both, both are jointly responsible for ensuring there is compliance with Sections 2 and 3. ERC and Premier are hereinafter referred to collectively as "the Parties" and individually as a "Party." The Parties agree as follows:

### 1. INTRODUCTION

1.1 This "Matter" arises out of the alleged violations of California's Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code Section 25249.5 *et seq.* (also known as and hereinafter referred to as "Proposition 65") regarding the following products (hereinafter collectively the "Covered Products" or "Covered Product" to refer to a single product):

1. Premier Nutrition Corp. Premier Protein Double Chocolate Crunch
2. Premier Nutrition Corp. Premier Protein Crisp Crunchy Protein Bar Chocolate Mint

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

1.3 Premier is a "Person" within the meaning of Health and Safety Code Section 25249.11(a). Premier manufactures, distributes and sells the Covered Products.

1.4 On July 19, 2013, pursuant to California Health and Safety Code Section 25249.7(d)(1), ERC served a Notice of Violations of Proposition 65 ("Notice of Violations") on the California Attorney General and other public enforcers, and on Premier Nutrition Corporation, Premier Nutrition, Inc., Premier Protein, Inc. and Joint Juice, Inc. (collectively referred to as the "Noticed Companies"). A true and correct copy of the Notice of Violations is attached as **Exhibit "A"**.

1.5 The Notice of Violations alleges that the Noticed Companies manufactured, distributed, and/or sold in California the Covered Products containing lead, a chemical listed under Proposition 65 as a carcinogen and reproductive toxin, and exposed consumers at a level requiring a Proposition 65 warning. Further, the Notice of Violations alleges that use of the Covered Products exposes persons in California to lead without first providing clear and reasonable warnings, in violation of California Health and Safety Code Section 25249.6. Premier

denies the claims asserted in the Notice of Violations and denies that the Covered Products require warnings under Proposition 65.

**1.6** The Parties enter into this Agreement in order to settle, compromise and resolve disputed claims and avoid prolonged and costly litigation. Nothing in this Agreement, nor compliance with its terms, 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, suppliers, franchisees, licensees, 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. Except as expressly set forth herein, nothing in this Agreement 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. However, nothing in this Section shall affect the enforceability of this Agreement.

## **2. REFORMULATION, TESTING, AND WARNINGS**

**2.1** Beginning on the Effective Date, Premier shall not manufacture for sale in California, directly sell to a consumer in California or Distribute into California any of the Covered Products for which the maximum daily dose recommended on the label contains more than 0.5 micrograms (“mcg”) of lead, unless such Covered Product either (i) complies with the warning requirements in Section 2.3 or (ii) qualifies as a “Reformulated Covered Product” pursuant to Section 2.4. The term “Distributing” [or “Distribute” or “Distributed”] into California” means to ship any of the Covered Products into California for sale, or to sell any of the Covered Products to a distributor that Premier knows, or has reason to know, will sell the Covered Product in California.

### **2.2 Calculation of Lead Levels**

As used in this Agreement, lead levels are calculated pursuant to the testing protocol described in Section 2.5. The average lead result of the five (5) randomly selected samples of the Covered Product will be used in calculating lead levels under Section 2.5.

### **2.3 Clear and Reasonable Warnings**

For those Covered Products that are subject to the warning requirement of Section 2.1, Premier shall provide the following warning (“Warning”) as specified below:

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

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

The Warning shall be permanently affixed to or printed on (at the point of manufacture, prior to shipment to California, or prior to distribution within California) the outside packaging or container of each unit of the Covered Product. The Warning shall be displayed with such conspicuousness, as compared with other words, statements designs or devices on the packaging or labeling, as to render it likely to be read and understood by an ordinary individual prior to purchase. If the Warning is displayed on the Covered Product's container or labeling, the Warning shall be at least the same size as the largest of any other health or safety warnings on the product container or labeling, and the word "WARNING" shall be in all capital letters and in bold print. If printed on the labeling itself, the Warning shall be contained in the same section of the labeling that states other safety warnings concerning the use of the Covered Product. No other statements regarding Proposition 65 or lead will accompany the Warning.

#### **2.4 Reformulated Covered Products**

A Reformulated Covered Product is one for which the maximum recommended daily serving on the label contains no more than 0.5 micrograms of lead per day.

#### **2.5 Testing and Quality Control Methodology**

(a) Beginning within one year of the Effective Date, Premier shall arrange for annual testing at least once a year of five (5) randomly selected samples of each Covered Product manufactured for sale in California, directly sold to a consumer in California or Distributed into California (in the form intended for sale to the end-user) for lead content. The testing requirement does not apply to any of the Covered Products for which Premier has provided the Warning specified in Section 2.3.

(b) Testing for lead shall be performed using Inductively Coupled Plasma-Mass Spectrometry ("ICP-MS") and closed-vessel, microwave-assisted digestion employing high-purity reagents or any other testing method subsequently agreed to in writing by the Parties.

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

(d) Premier shall retain all test results and documentation for a period of four (4) years from the date of the test. Within twenty (20) days of written notice from ERC requesting testing, Premier shall send copies of the test results to ERC.

(e) The testing shall continue so long as the Covered Products are to be manufactured for sale in California, directly sold to a consumer in California or Distributed into California. If tests conducted pursuant to this Section demonstrate that no warning is required for a Covered Product during each of four (4) consecutive years, then the testing requirements of this Section will no longer be required as to that Covered Product. However, if during or after the four (4) year period, Premier changes ingredient suppliers for any of the Covered Products and/or reformulates any of the Covered Products, Premier shall test that Covered Product annually for at least four (4) consecutive years after such change is made.

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

(g) The daily lead exposure levels shall be calculated excluding the following amounts of lead, which for purposes of this settlement will be deemed naturally occurring in the ingredients listed below in Table 1A. The amount of lead naturally occurring in each of the Covered Products is the sum of the amounts of naturally occurring lead supplied by the quantity of each ingredient listed in Table 1A that is present in each Covered Product.

TABLE 1A

<u>INGREDIENT</u>	<u>NATURALLY OCCURRING AMOUNT OF LEAD (in micrograms per gram)</u>
<u>Elemental Calcium</u>	<u>0.8 mcg/g</u>
<u>Ferrous Fumarate</u>	<u>0.4 mcg/g</u>
<u>Zinc Oxide</u>	<u>8.0 mcg/g</u>
<u>Magnesium Oxide</u>	<u>0.4 mcg/g</u>
<u>Magnesium Carbonate</u>	<u>0.332 mcg/g</u>
<u>Magnesium Hydroxide</u>	<u>0.4 mcg/g</u>
<u>Zinc Gluconate</u>	<u>0.8 mcg/g</u>
<u>Potassium Chloride</u>	<u>1.1 mcg/g</u>
<u>Cocoa Powder</u>	<u>1.0 mcg/g</u>

For any Covered Product for which the warning in Section 2.3, has not been provided, should Premier exclude from its calculation of overall lead content any quantity which is “naturally occurring,” and should Premier seek to exclude naturally occurring lead in its calculation of overall lead content for any Covered Product, within thirty (30) days of the Effective Date, Premier will provide separate documentation to ERC to include a complete list of all ingredients in the Covered Product and the corresponding percentage of each ingredient and quantity in grams of each ingredient within each product, including lab test results or other data that independently confirm the percentage of the ingredients and quantity in grams of the ingredients being used in each Covered Product. If such information is confidential, Premier will label it “Confidential” and ERC will keep such information in confidence.

### **3. SETTLEMENT PAYMENT**

**3.1** In full and final satisfaction of all potential civil penalties, payment in lieu of civil penalties, and attorney's fees and costs, Premier shall make a total settlement payment of \$102,500.00 to ERC within five (5) business days of the Effective Date. Premier shall make this payment by wire transfer to ERC's escrow account, for which ERC will give Premier the necessary account information. The payment shall be apportioned by ERC as set forth in Sections 3.2 through 3.5.

**3.2** \$26,068.00 as civil penalties pursuant to California Health and Safety Code Section 25249.7(b)(1). Of this amount, \$19,551.00 shall be payable to the Office of Environmental Health Hazard Assessment ("OEHHA"), and \$6,517.00 shall be payable to ERC. (Cal. Health & Safety Code § 25249.12(c)(1) & (d)). ERC's counsel will forward the civil penalty to OEHHA.

**3.3** \$15,613.00 payable to ERC 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 Matter.

**3.4** \$52,909.00 payable to ERC in lieu of further civil penalties, for the day-to-day business activities such as (1) continued enforcement of Proposition 65, which includes work, analysis and testing of consumer products that may contain Proposition 65 chemicals, focusing on the same or similar type of ingestible products that are the subject matter of this Matter; (2) the continued monitoring of past consent judgments and settlements to ensure companies are complying with Proposition 65.

**3.5** \$7,910.00 payable to William F. Wraith as reimbursement of ERC's attorney's fees.

**3.6** Premier's failure to remit payment before its due date shall be deemed a material breach of this Agreement

### **4. APPLICATION OF AGREEMENT**

This Agreement shall 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 (excluding private labelers), distributors, wholesalers, retailers, predecessors, successors, and assigns.

### **5. BINDING EFFECT, CLAIMS COVERED AND RELEASED**

**5.1** ERC, acting on its own behalf and on behalf of its respective owners, principals, shareholders, officers, directors, employees, agents, affiliates, parents, subsidiaries, servants, heirs, executors, administrators, successors, assigns, and attorneys, releases and discharges (i) Premier, Premier Nutrition, Inc., Premier Protein, Inc. and Joint Juice, Inc., and their parent

companies, affiliates, shareholders, directors, members, managers, officers, owners, and employees and (ii) each of their respective customers (not including private label customers), distributors, wholesalers, retailers, and all entities in the stream of commerce, and (iii) the predecessors, successors, and assigns of any of them (collectively, the "Releasees") from all claims, actions, suits, demands, liabilities, damages, penalties, fees, costs, and expenses (collectively, "Claims") asserted, or that could have been asserted, for any alleged violations of Proposition 65, or any other statutory or common law, arising from the failure to provide warnings for any alleged exposures to lead, or for causing exposures to lead, in the Covered Products manufactured, distributed, or sold before the Effective Date (the "Release Claims").

Furthermore, ERC, acting on its own behalf and on behalf of its respective owners, principals, shareholders, officers, directors, employees, agents, affiliates, parents, subsidiaries, servants, heirs, executors, administrators, successors, assigns, and attorneys, releases the Releasees from any and all known and unknown Released Claims. It is possible that that other Claims not known to ERC arising out of the facts alleged in the Notice of Violations and related to the Covered Products will develop or be discovered. ERC acknowledges that this Agreement is expressly intended to cover and include all such Claims. ERC has full knowledge of the contents of California Civil Code § 1542. ERC waives California Civil Code § 1542 as to any such unknown Released Claims. California Civil Code § 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 acknowledges and understands the significance and consequences of this specific waiver of California Civil Code § 1542.

**5.2** Compliance with the terms of this Agreement shall constitute compliance by any Releasee with Proposition 65 regarding alleged consumer exposures to lead in the Covered Products as set forth in the Notice of Violations.

**5.3** ERC, on one hand, and Premier, on the other hand, each 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 Violations. However, this shall not affect or limit any Party's right to seek to enforce the terms of this Agreement.

## **6. CONSTRUCTION AND SEVERABILITY**

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

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

**6.3** The terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

## **7. PROVISION OF NOTICE**

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

### **For Environmental Research Center**

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

### **With a copy to:**

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

For Premier Nutrition Corp. and Premier Protein, Inc.

Trenton H. Norris, Esq.  
Sarah Esmaili, Esq.  
Arnold & Porter LLP  
Three Embarcadero Center, 10<sup>th</sup> Floor  
San Francisco, CA 94111

## **8. EXECUTION AND COUNTERPARTS**

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

## **9. MISCELLANEOUS**

**9.1.** This Agreement contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter herein, 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, oral or otherwise, unless specifically referred to herein, shall be deemed to exist or to bind any Party.

9.2. Each signatory to this Agreement certifies that he or she is fully authorized by the Party he or she represents to stipulate to this Agreement.

9.3. This Agreement is governed by the laws of the State of California.

9.4. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

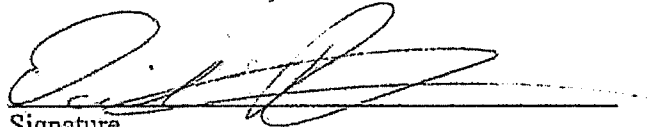
9.5. Except as explicitly provided herein, each Party shall bear its own fees and costs.

9.6. The headings herein are for ease of reading and are not meant to provide any independent interpretation and should not be considered as part any term of the Agreement.

DATED: 8-29-14

FOR PREMIER NUTRITION CORP. AND  
PREMIER PROTEIN, INC.

By:

  
Signature

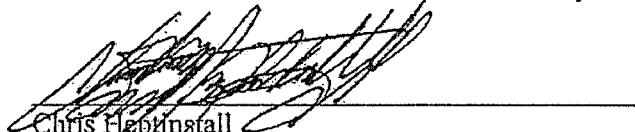
David Ritterkush  
Print Name Here

President, CEO  
Print Title Here

DATED: 8/28/2014

ENVIRONMENTAL RESEARCH CENTER, INC.

By:

  
Chris Lepinstall  
Executive Director



# EXHIBIT A

## **WRAITH LAW**

16485 LAGUNA CANYON ROAD  
SUITE 250  
IRVINE, CALIFORNIA 92618  
Tel (949) 251-9977  
Fax (949) 251-9978

July 19, 2013

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

Dear Alleged Violators and the Appropriate Public Enforcement Agencies:

I represent Environmental Research Center (“ERC”), 3111 Camino Del Rio North, San Diego, CA 92108; Tel. (619) 500-3090. 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 Violators 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 Violators 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 attached with the copy of this letter served to the alleged Violators identified below.

**Alleged Violators.** The names of the companies covered by this notice that violated Proposition 65 (hereinafter the “Violators”) are:

**Premier Nutrition Corporation**  
**Premier Nutrition, Inc.**  
**Premier Protein, Inc.**  
**Joint Juice, Inc.**

**Consumer Products and Listed Chemicals.** The products that are the subject of this notice and the chemical in those products identified as exceeding allowable levels are:

July 19, 2013

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- Premier Nutrition Corp. Premier Protein Double Chocolate Crunch – Lead
- Premier Nutrition Corp. Premier Protein Crisp Crunchy Protein Bar Chocolate Mint – 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.

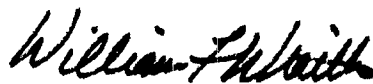
**Route of Exposure.** The consumer exposures that are the subject of this notice result from the purchase, acquisition, handling and recommended use of these products. Consequently, the primary route of exposure to these chemicals has been and continues to be through ingestion, but may have also occurred 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 July 19, 2010, 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 Violators violated Proposition 65 because they 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 Violators 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,



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William F. Wraith

Notice of Violations of California Health & Safety Code §25249.5 *et seq.*

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**Attachments**

Certificate of Merit

Certificate of Service

OEHHA Summary (to Premier Nutrition Corporation; Premier Nutrition, Inc.; Premier Protein, Inc.; Joint Juice, Inc.; and their Registered Agents 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 Premier Nutrition Corporation; Premier Nutrition, Inc.; Premier Protein, Inc.; and Joint Juice, Inc.**

I, William F. Wraith, 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 Violators 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: July 19, 2013



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William F. Wraith

**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. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at Fort Oglethorpe, Georgia.

On July 19, 2013, 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 at a U.S. Postal Service Office with the postage fully prepaid for delivery by Certified Mail:

President or CEO  
Premier Nutrition Corporation  
188 Spear Street, Suite 600  
San Francisco, CA 94105

David Ritterbush  
(Registered Agent for Premier  
Nutrition Corporation)  
188 Spear Street, Suite 600  
San Francisco, CA 94105

President or CEO  
Joint Juice, Inc.  
120 Howard Street, Suite 600  
San Francisco, CA 94105

President or CEO  
Premier Protein, Inc.  
120 Howard Street, Ste 600  
San Francisco, CA 94105

David Ritterbush  
(Registered Agent for  
Premier Protein, Inc.)  
188 Spear Street, Suite 600  
San Francisco, CA 94105

President or CEO  
Premier Nutrition, Inc.  
6215 El Camino Real, Ste 101  
Carlsbad, CA 92009

President or CEO  
Premier Nutrition, Inc.  
6215 El Camino Real # 200  
Carlsbad, CA 92009

On July 19, 2013, I electronically 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 party by uploading a true and correct copy thereof on the California Attorney General's website, which can be accessed at <https://oag.ca.gov/prop65/add-60-day-notice> :

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

On July 19, 2013, 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 at a U.S. Postal Service Office with the postage fully prepaid for delivery by Priority Mail.

Executed on July 19, 2013, in Fort Oglethorpe, Georgia.



Tiffany Capehart

Notice of Violations of California Health & Safety Code §25249.5 *et seq.*

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Service List

District Attorney, Alameda County 1225 Fallon Street, Suite 900 Oakland, CA 94612	District Attorney, Los Angeles County 210 West Temple Street, Suite 18000 Los Angeles, CA 90012	District Attorney, San Diego County 330 West Broadway, Suite 1300 San Diego, CA 92101	District Attorney, Tuolumne County 423 N. Washington Street Sonora, CA 95370
District Attorney, Alpine County P.O. Box 248 Markleeville, CA 96120	District Attorney, Madera County 209 West Yosemite Avenue Madera, CA 93637	District Attorney, San Francisco County 850 Bryant Street, Suite 322 San Francisco, CA 94103	District Attorney, Ventura County 800 South Victoria Ave, Suite 314 Ventura, CA 93009
District Attorney, Amador County 708 Court Street Jackson, CA 95642	District Attorney, Marin County 3501 Civic Center Drive, Room 130 San Rafael, CA 94903	District Attorney, San Joaquin County 222 E. Weber Ave. Rm. 202 Stockton, CA 95202	District Attorney, Yolo County 301 2 <sup>nd</sup> Street Woodland, CA 95695
District Attorney, Butte County 25 County Center Drive, Suite 245 Oroville, CA 95965	District Attorney, Mariposa County Post Office Box 730 Mariposa, CA 95338	District Attorney, San Luis Obispo County 1035 Palm St, Room 450 San Luis Obispo, CA 93408	District Attorney, Yuba County 215 Fifth Street, Suite 152 Marysville, CA 95901
District Attorney, Calaveras County 891 Mountain Ranch Road San Andreas, CA 95249	District Attorney, Mendocino County Post Office Box 1000 Ukiah, CA 95482	District Attorney, San Mateo County 400 County Ctr., 3 <sup>rd</sup> Floor Redwood City, CA 94063	Los Angeles City Attorney's Office City Hall East 200 N. Main Street, Suite 800 Los Angeles, CA 90012
District Attorney, Colusa County 346 Fifth Street Suite 101 Colusa, CA 95932	District Attorney, Merced County 550 W. Main Street Merced, CA 95340	District Attorney, Santa Barbara County 1112 Santa Barbara Street Santa Barbara, CA 93101	San Diego City Attorney's Office 1200 3 <sup>rd</sup> Avenue, Ste 1620 San Diego, CA 92101
District Attorney, Contra Costa County 900 Ward Street Martinez, CA 94553	District Attorney, Modoc County 204 S Court Street, Room 202 Alturas, CA 96101-4020	District Attorney, Santa Clara County 70 West Hedding Street San Jose, CA 95110	San Francisco, City Attorney City Hall, Room 234 1 Dr Carlton B Goodlett PL San Francisco, CA 94102
District Attorney, Del Norte County 450 H Street, Room 171 Crescent City, CA 95531	District Attorney, Mono County Post Office Box 617 Bridgeport, CA 93517	District Attorney, Santa Cruz County 701 Ocean Street, Room 200 Santa Cruz, CA 95060	San Jose City Attorney's Office 200 East Santa Clara Street, 16 <sup>th</sup> Floor San Jose, CA 95113
District Attorney, El Dorado County 515 Main Street Placerville, CA 95667	District Attorney, Monterey County Post Office Box 1131 Salinas, CA 93902	District Attorney, Shasta County 1355 West Street Redding, CA 96001	
District Attorney, Fresno County 2220 Tulare Street, Suite 1000 Fresno, CA 93721	District Attorney, Napa County 931 Parkway Mall Napa, CA 94559	District Attorney, Sierra County PO Box 457 Downieville, CA 95936	
District Attorney, Glenn County Post Office Box 430 Willows, CA 95988	District Attorney, Nevada County 110 Union Street Nevada City, CA 95959	District Attorney, Siskiyou County Post Office Box 986 Yreka, CA 96097	
District Attorney, Humboldt County 825 5th Street 4 <sup>th</sup> Floor Eureka, CA 95501	District Attorney, Orange County 401 West Civic Center Drive Santa Ana, CA 92701	District Attorney, Solano County 675 Texas Street, Ste 4500 Fairfield, CA 94533	
District Attorney, Imperial County 940 West Main Street, Ste 102 El Centro, CA 92243	District Attorney, Placer County 10810 Justice Center Drive, Ste 240 Roseville, CA 95678	District Attorney, Sonoma County 600 Administration Drive, Room 212J Santa Rosa, CA 95403	
District Attorney, Inyo County 230 W. Line Street Bishop, CA 93514	District Attorney, Plumas County 520 Main Street, Room 404 Quincy, CA 95971	District Attorney, Stanislaus County 832 12 <sup>th</sup> Street, Ste 300 Modesto, CA 95354	
District Attorney, Kern County 1215 Truxtun Avenue Bakersfield, CA 93301	District Attorney, Riverside County 3960 Orange Street Riverside, CA 92501	District Attorney, Sutter County 446 Second Street Yuba City, CA 95991	
District Attorney, Kings County 1400 West Lacey Boulevard Hanford, CA 93230	District Attorney, Sacramento County 901 "G" Street Sacramento, CA 95814	District Attorney, Tehama County Post Office Box 519 Red Bluff, CA 96080	
District Attorney, Lake County 255 N. Forbes Street Lakeport, CA 95453	District Attorney, San Benito County 419 Fourth Street, 2 <sup>nd</sup> Floor Hollister, CA 95023	District Attorney, Trinity County Post Office Box 310 Weaverville, CA 96093	
District Attorney, Lassen County 220 South Lassen Street, Ste. 8 Susanville, CA 96130	District Attorney, San Bernardino County 316 N. Mountain View Avenue San Bernardino, CA 92415-0004	District Attorney, Tulare County 221 S. Mooney Blvd., Room 224 Visalia, CA 93291	