

1 MICHAEL R. LOZEAU (SBN 142893)  
2 RICHARD DRURY (SBN 163559)  
3 LOZEAU | DRURY LLP  
4 410 12<sup>th</sup> Street, Suite 250  
5 Oakland, CA 94607  
6 Ph: 510-836-4200  
7 Fax: 510-836-4205  
8 Email: michael@lozeaudrury.com  
9 Email: richard@lozeaudrury.com

10 Attorneys for Plaintiff  
11 ENVIRONMENTAL RESEARCH CENTER

12 JUDITH PRAITIS (SBN 151303)  
13 AMY P. LALLY (SBN 198555)  
14 SIDLEY AUSTIN LLP  
15 555 West Fifth Street, Suite 4000  
16 Los Angeles, California 90013-1010  
17 Telephone: (213)896-6000  
18 Facsimile: (213) 896-6600  
19 Email: jpraitis@sidley.com  
20 Email: alally@sidley.com

21 Attorneys for Defendant  
22 SGN ACQUISITION COMPANY, LLC

23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141  
142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179  
180  
181  
182  
183  
184  
185  
186  
187  
188  
189  
190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215  
216  
217  
218  
219  
220  
221  
222  
223  
224  
225  
226  
227  
228  
229  
230  
231  
232  
233  
234  
235  
236  
237  
238  
239  
240  
241  
242  
243  
244  
245  
246  
247  
248  
249  
250  
251  
252  
253  
254  
255  
256  
257  
258  
259  
260  
261  
262  
263  
264  
265  
266  
267  
268  
269  
270  
271  
272  
273  
274  
275  
276  
277  
278  
279  
280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298  
299  
300  
301  
302  
303  
304  
305  
306  
307  
308  
309  
310  
311  
312  
313  
314  
315  
316  
317  
318  
319  
320  
321  
322  
323  
324  
325  
326  
327  
328  
329  
330  
331  
332  
333  
334  
335  
336  
337  
338  
339  
340  
341  
342  
343  
344  
345  
346  
347  
348  
349  
350  
351  
352  
353  
354  
355  
356  
357  
358  
359  
360  
361  
362  
363  
364  
365  
366  
367  
368  
369  
370  
371  
372  
373  
374  
375  
376  
377  
378  
379  
380  
381  
382  
383  
384  
385  
386  
387  
388  
389  
390  
391  
392  
393  
394  
395  
396  
397  
398  
399  
400  
401  
402  
403  
404  
405  
406  
407  
408  
409  
410  
411  
412  
413  
414  
415  
416  
417  
418  
419  
420  
421  
422  
423  
424  
425  
426  
427  
428  
429  
430  
431  
432  
433  
434  
435  
436  
437  
438  
439  
440  
441  
442  
443  
444  
445  
446  
447  
448  
449  
450  
451  
452  
453  
454  
455  
456  
457  
458  
459  
460  
461  
462  
463  
464  
465  
466  
467  
468  
469  
470  
471  
472  
473  
474  
475  
476  
477  
478  
479  
480  
481  
482  
483  
484  
485  
486  
487  
488  
489  
490  
491  
492  
493  
494  
495  
496  
497  
498  
499  
500  
501  
502  
503  
504  
505  
506  
507  
508  
509  
510  
511  
512  
513  
514  
515  
516  
517  
518  
519  
520  
521  
522  
523  
524  
525  
526  
527  
528  
529  
530  
531  
532  
533  
534  
535  
536  
537  
538  
539  
540  
541  
542  
543  
544  
545  
546  
547  
548  
549  
550  
551  
552  
553  
554  
555  
556  
557  
558  
559  
560  
561  
562  
563  
564  
565  
566  
567  
568  
569  
570  
571  
572  
573  
574  
575  
576  
577  
578  
579  
580  
581  
582  
583  
584  
585  
586  
587  
588  
589  
590  
591  
592  
593  
594  
595  
596  
597  
598  
599  
600  
601  
602  
603  
604  
605  
606  
607  
608  
609  
610  
611  
612  
613  
614  
615  
616  
617  
618  
619  
620  
621  
622  
623  
624  
625  
626  
627  
628  
629  
630  
631  
632  
633  
634  
635  
636  
637  
638  
639  
640  
641  
642  
643  
644  
645  
646  
647  
648  
649  
650  
651  
652  
653  
654  
655  
656  
657  
658  
659  
660  
661  
662  
663  
664  
665  
666  
667  
668  
669  
670  
671  
672  
673  
674  
675  
676  
677  
678  
679  
680  
681  
682  
683  
684  
685  
686  
687  
688  
689  
690  
691  
692  
693  
694  
695  
696  
697  
698  
699  
700  
701  
702  
703  
704  
705  
706  
707  
708  
709  
710  
711  
712  
713  
714  
715  
716  
717  
718  
719  
720  
721  
722  
723  
724  
725  
726  
727  
728  
729  
730  
731  
732  
733  
734  
735  
736  
737  
738  
739  
740  
741  
742  
743  
744  
745  
746  
747  
748  
749  
750  
751  
752  
753  
754  
755  
756  
757  
758  
759  
760  
761  
762  
763  
764  
765  
766  
767  
768  
769  
770  
771  
772  
773  
774  
775  
776  
777  
778  
779  
780  
781  
782  
783  
784  
785  
786  
787  
788  
789  
790  
791  
792  
793  
794  
795  
796  
797  
798  
799  
800  
801  
802  
803  
804  
805  
806  
807  
808  
809  
810  
811  
812  
813  
814  
815  
816  
817  
818  
819  
820  
821  
822  
823  
824  
825  
826  
827  
828  
829  
830  
831  
832  
833  
834  
835  
836  
837  
838  
839  
840  
841  
842  
843  
844  
845  
846  
847  
848  
849  
850  
851  
852  
853  
854  
855  
856  
857  
858  
859  
860  
861  
862  
863  
864  
865  
866  
867  
868  
869  
870  
871  
872  
873  
874  
875  
876  
877  
878  
879  
880  
881  
882  
883  
884  
885  
886  
887  
888  
889  
890  
891  
892  
893  
894  
895  
896  
897  
898  
899  
900  
901  
902  
903  
904  
905  
906  
907  
908  
909  
910  
911  
912  
913  
914  
915  
916  
917  
918  
919  
920  
921  
922  
923  
924  
925  
926  
927  
928  
929  
930  
931  
932  
933  
934  
935  
936  
937  
938  
939  
940  
941  
942  
943  
944  
945  
946  
947  
948  
949  
950  
951  
952  
953  
954  
955  
956  
957  
958  
959  
960  
961  
962  
963  
964  
965  
966  
967  
968  
969  
970  
971  
972  
973  
974  
975  
976  
977  
978  
979  
980  
981  
982  
983  
984  
985  
986  
987  
988  
989  
990  
991  
992  
993  
994  
995  
996  
997  
998  
999  
1000

ENVIRONMENTAL RESEARCH CENTER,  
a California non-profit  
corporation,

Plaintiff,

v.

SGN ACQUISITION COMPANY, LLC

Defendant.

CASE NO. RG14742593

STIPULATED CONSENT JUDGMENT;  
[PROPOSED] ORDER

Health & Safety Code § 25249.5 et seq.

Action Filed: September 30, 2014  
Trial Date: None set

**1. INTRODUCTION**

**1.1** On September 30, 2014, Plaintiff Environmental Research Center (“ERC”), a 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”)

1 pursuant to the provisions of California Health and Safety Code section 25249.5 et seq.  
2 (“Proposition 65”), against SGN Acquisition Company, LLC (“SGN”). In this action, ERC  
3 alleges that certain products manufactured, distributed or sold by SGN, as more fully described  
4 below, contain lead, a chemical listed under Proposition 65 as a carcinogen and reproductive  
5 toxin, and that use of such products exposes consumers at a level requiring a Proposition 65  
6 warning. These products are: (1) SGN Nutrition X Balance Total Nutrition Drink Mix For  
7 Kids; (2) SGN Nutrition Emerald Balance Total Nutrition Drink Mix; (3) SGN Nutrition  
8 Emerald Balance Nutritional Support Amazon Tropical Berry; and (4) SGN Nutrition Emerald  
9 Balance Nutritional Support Plus Chocolate (individually, each a “Covered Product” and,  
10 collectively, the “Covered Products”). ERC and SGN are referred to individually as a “Party” or  
11 collectively as the “Parties.”

12 **1.2** ERC is a California non-profit corporation dedicated to, among other causes,  
13 helping safeguard the public from health hazards by reducing the use and misuse of hazardous  
14 and toxic chemicals, facilitating a safe environment for consumers and employees, and  
15 encouraging corporate responsibility.

16 **1.3** SGN is a business entity that employs ten or more persons. SGN conducts or  
17 arranges for the manufacture, distribution and/or sale of the Covered Products.

18 **1.4** The Complaint is based on allegations contained in ERC’s Notice of Violation,  
19 dated April 4, 2014, that was served on the California Attorney General, other public enforcers,  
20 and SGN (“Notice”). A true and correct copy of the Notice is attached as Exhibit A and is  
21 hereby incorporated by reference. More than 60 days have passed since the Notice was mailed  
22 and uploaded onto the Attorney General’s website, and no designated governmental entity has  
23 filed a complaint against SGN with regard to the Covered Products or the alleged violations.

24 **1.5** ERC’s Notice and Complaint allege that use of the Covered Products exposes  
25 persons in California to lead without first providing clear and reasonable warnings in violation  
26 of California Health and Safety Code section 25249.6. SGN denies all material allegations  
27 contained in the Notice and Complaint.

28 **1.6** The Parties have entered into this Consent Judgment in order to settle,

1 compromise and resolve disputed claims and thus avoid prolonged and costly litigation.  
2 Nothing in this Consent Judgment shall constitute or be construed as an admission by either  
3 Party, or by any of its respective officers, directors, shareholders, employees, agents, parent  
4 companies, subsidiaries, divisions, affiliates, franchises, licensees, customers, suppliers,  
5 distributors, wholesalers, or retailers. Nothing in this Consent Judgment shall be construed as  
6 an admission by any Party of any fact, issue of law, or violation of law, nor shall compliance  
7 with this Consent Judgment be construed as an admission by any Party of any fact, issue of law,  
8 or violation of law, except that the foregoing shall not impair enforcement of the Consent  
9 Judgment.

10       **1.7** Except as expressly set forth herein, nothing in this Consent Judgment shall  
11 prejudice, waive, or impair any right, remedy, argument, or defense any Party may have in any  
12 other or future legal proceeding unrelated to this action.

13       **1.8** The Effective Date of this Consent Judgment is the date on which it is entered as  
14 a Judgment by this Court.

15       **2. JURISDICTION AND VENUE**

16 For purposes of this Consent Judgment and for any further court action that may become  
17 necessary to enforce this Consent Judgment, the Parties stipulate that this Court has subject matter  
18 jurisdiction over the allegations of violations contained in the Complaint, personal jurisdiction over  
19 SGN as to the acts alleged in the Complaint, that venue is proper in Alameda County, and that this  
20 Court has jurisdiction to enter this Consent Judgment as a full and final resolution of all claims up  
21 through and including the Effective Date which were or could have been asserted in this action  
22 based on the facts alleged in the Notice and Complaint.

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

24       **3.1** SGN shall not manufacture for sale in the State of California, distribute for sale  
25 into the State of California, or directly sell in the State of California, any Covered Products  
26 which expose a person to a daily dose of lead more than 0.5 micrograms per day, as determined  
27 under Sections 3.3 and 3.4, when the maximum recommended dose is taken as directed on the  
28 Covered Product's label, unless it meets the warning requirements under Section 3.2. A

1 warning shall not be required if SGN elects to reformulate a Covered Product resulting in a  
2 Reformulated Covered Product as defined in Section 3.3 below. SGN shall bring the Covered  
3 Products into compliance with this Section no later than six (6) months after the Effective Date  
4 (the "Compliance Date"). For all Covered Products, if the product has been manufactured and  
5 packaged into final form for consumer sale and use prior to the Compliance Date, then such  
6 Covered Products may be sold and/or distributed into the State of California at any time. One  
7 (1) month after the Compliance Date, SGN shall provide ERC with the last lot number and  
8 expiration date for the Covered Products which have been manufactured and placed in final  
9 form for consumer distribution as of the Compliance Date.

10 As used in this Consent Judgment, the term "distribute for sale into the State of  
11 California" shall mean to directly ship a Covered Product into California for sale to California  
12 consumers or to sell a Covered Product to a distributor that SGN knows will sell the Covered  
13 Product to California consumers.

### 14 **3.2 Clear and Reasonable Warnings**

15 After the Compliance Date in Section 3.1, excepting such Covered Products as have been  
16 manufactured and packaged into final form for consumer sale and use prior to the Compliance  
17 Date, for any Covered Product that does not qualify as a Reformulated Covered Product under  
18 Section 3.3, the following warning shall be provided:

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

22 The text in brackets is optional in SGN's sole discretion except that SGN shall use the phrase  
23 "cancer and" in the warning only if the maximum daily dose recommended on the label contains  
24 more than 15 micrograms of lead as determined pursuant to the provisions of Sections 3.3 and 3.4.

25 SGN shall provide the warning on the label or on the exterior of a container or packaging  
26 (other than on the underside or bottom of the container or packaging) of each individual unit of a  
27 Covered Product. The warning shall be at least the same size as the largest of any other health or  
28 safety warnings correspondingly appearing on the label, container, or packaging, and the word

1 “**WARNING**” shall be in all capital letters and in bold print. No other statements about  
2 Proposition 65 or lead may accompany the warning on the product label, container or packaging.  
3 SGN must display the warning with such conspicuousness, as compared with other words,  
4 statements, or designs on the label, container or packaging, to render the warning likely to be read  
5 and understood by an ordinary individual under customary conditions of purchase or use of the  
6 product.

### 7 **3.3 Calculation of Lead Levels; Reformulated Covered Products**

8 A Reformulated Covered Product is one for which the maximum recommended daily  
9 serving on the label contains no more than 0.5 micrograms of lead per day as determined by the  
10 quality control methodology described in Section 3.4. As used in this Consent Judgment, “no more  
11 than 0.5 micrograms of lead per day” means that the samples of the testing performed by SGN  
12 under Section 3.4 yield a daily exposure of no more than 0.5 micrograms of lead (with daily  
13 exposure calculated pursuant to Section 3.4 of this Consent Judgment). For Covered Products that  
14 cause exposures in excess of 0.5 micrograms of lead per day even after reformulation, SGN shall  
15 provide the warning set forth in Section 3.2. For all purposes of determining which warning, if  
16 any, is required pursuant to Section 3.2, the second highest lead detection result of the four (4)  
17 randomly selected samples of the Covered Products (as specified in the sample selection process  
18 set forth in Section 3.4.6) will be controlling.

### 19 **3.4 Testing and Quality Control Methodology**

20 **3.4.1** For all purposes of this Consent Judgment, daily lead exposure levels  
21 shall be measured in micrograms, and shall be calculated using the following formula:  
22 micrograms of lead per gram of product, multiplied by grams per serving of the Covered  
23 Product (using the largest serving size recommended on the Covered Product’s label),  
24 multiplied by servings of the Covered Product per day (using the largest number of servings  
25 recommended for one day on the Covered Product’s label), which equals micrograms of lead  
26 exposure per day.

27 **3.4.2 Calculation of “Naturally Occurring” Lead Content.** SGN shall not  
28 be required to warn respecting exposures to lead deemed “naturally occurring” under this

1 Consent Judgment. Such “naturally occurring” lead amounts shall be deducted from the  
 2 exposure levels calculated under Section 3.4.1. For the purposes of Section 3 of this Consent  
 3 Judgment, the amount of lead deemed “naturally occurring” in the Covered Products is the sum  
 4 of the amounts of “naturally occurring” lead supplied by the ingredients listed in the table below  
 5 that are present in the maximum daily dose recommended on the label of the Covered Product.  
 6 For each ingredient, the amount of “naturally occurring” lead is listed in the table in micrograms  
 7 (“mcg”) of “naturally occurring” lead per gram of the ingredient contained in the maximum  
 8 daily dose recommended on the label of the Covered Product. If the amount of elemental  
 9 calcium contained in the maximum daily dose recommended on the label of a Covered Product  
 10 exceeds 1500 milligrams, then the amount of “naturally occurring” lead supplied by each  
 11 ingredient listed in the table is limited to that amount of lead supplied by the quantity of the  
 12 ingredient that would be contained in that fraction of the maximum daily dose of the Covered  
 13 Product that would supply only 1500 milligrams of elemental calcium.

INGREDIENT	NATURALLY OCCURING AMOUNT OF LEAD
Elemental Calcium	0.8 micrograms/gram
Ferrous Fumarate	0.4 micrograms/gram
Zinc Oxide	8.0 micrograms/gram
Magnesium Oxide	0.4 micrograms/gram
Magnesium Carbonate	0.332 micrograms/gram
Magnesium Hydroxide	0.4 micrograms/gram
Zinc Gluconate	0.8 micrograms/gram
Potassium Chloride	1.1 micrograms/gram
Cocoa-powder	1.0 micrograms/gram

24  
 25 **3.4.3 Reporting of “Naturally Occurring” Allowances.** SGN has provided  
 26 ERC with calculations of the naturally occurring allowances listed in Section 3.4.2 for the  
 27 Covered Products prior to the execution of this Consent Judgment. For up to two (2) years  
 28 after the Effective Date ERC may request in writing updated calculations of the naturally

1 occurring allowances for lead in a Covered Product, and SGN shall provide such calculations  
2 within twenty (20) business days of receipt of the request, or confirm the calculation remains  
3 unchanged for any given Covered Product. ERC shall not request such calculations more than  
4 once a year, absent good cause therefor. ERC shall designate such calculations as confidential,  
5 and not share them with any third party. ERC and SGN may, however, discuss such  
6 calculations during any meet and confer process pursuant to Section 15.

7 **3.4.4** All testing pursuant to this Consent Judgment shall be performed using a  
8 laboratory method that complies with the performance and quality control factors appropriate  
9 for the method used, including limit of detection, qualification, accuracy, and precision that  
10 meets the following criteria: Inductively Coupled Plasma-Mass Spectrometry (ICP-MS)  
11 achieving a limit of quantification of less than or equal to 0.010 mg/kg or any other testing  
12 method subsequently agreed upon in writing by the Parties.

13 **3.4.5** All testing pursuant to this Consent Judgment shall be performed by an  
14 independent third-party laboratory certified by the California Environmental Laboratory  
15 Accreditation Program for the analysis of heavy metals or by an independent third-party  
16 laboratory that is registered with the United States Food & Drug Administration. Nothing in  
17 this Consent Judgment shall limit SGN's ability to conduct, or require that others conduct,  
18 additional testing of the Covered Products, including the raw materials used in their  
19 manufacture.

20 **3.4.6** SGN shall arrange, for at least three (3) consecutive years, and by each  
21 anniversary of the Effective Date, for the lead testing of four (4) randomly selected samples of  
22 each Covered Product in the form intended for sale to the consumer. ERC may request that  
23 SGN provide the results of this testing conducted for purposes of this Consent Judgment after  
24 each anniversary date and SGN shall provide such test results within twenty (20) business days  
25 of receipt of written request therefor. ERC shall designate such test results as confidential, and  
26 not share them with any third party. ERC and SGN may, however, discuss such test results  
27 during any meet and confer process pursuant to Section 15. If the meet and confer process fails  
28 and ERC moves to enforce this Consent Judgment, then ERC may refer to the test results SGN

1 is obligated to provide upon request under this Section 3.4.6 in such enforcement proceeding.  
2 After three (3) years from the Effective Date, SGN is not required to test Covered Products  
3 under this Consent Judgment, but may elect to do so. Nothing in this Section 3.4.6 shall relieve  
4 SGN of its obligations to provide warnings for Covered Products which are not Reformulated  
5 Products and for which warnings are required under the terms of Sections 3.3 and 3.4. The  
6 testing requirements in Section 3.4 are not applicable to any Covered Product for which SGN  
7 has provided the warning as specified in Section 3.2. SGN shall retain all test results and  
8 documentation for a period of at least three (3) years from the date of each test.

9 **4. SETTLEMENT PAYMENT**

10 **4.1** In full satisfaction of all potential civil penalties, payment in lieu of civil  
11 penalties, attorney's fees, and costs, SGN shall make a total payment of \$90,000.00 (the Total  
12 Settlement Amount) to ERC according to the following schedule:

- 13 a. \$30,000.00 within 5 days of the Effective Date.  
14 b. \$30,000.00 within 35 days of the Effective Date.  
15 c. \$30,000.00 within 60 days of the Effective Date.

16 SGN shall make these payments by wire transfer to ERC's escrow account, for  
17 which ERC will give SGN the necessary account information. Said payment shall be for the  
18 following:

19 **4.2** As a portion of the Total Settlement Amount, \$26,466.00 shall be considered a  
20 civil penalty pursuant to California Health and Safety Code §25249.7(b)(1). ERC shall remit  
21 75% (\$19,850.00) of the civil penalty to the Office of Environmental Health Hazard  
22 Assessment ("OEHHA") for deposit in the Safe Drinking Water and Toxic Enforcement Fund  
23 in accordance with California Health and Safety Code §25249.12(c). ERC will retain the  
24 remaining 25% (\$6,616.00) of the civil penalty.

25 **4.3** \$435.98 shall be distributed to Environmental Research Center as reimbursement  
26 to ERC for reasonable costs associated with the enforcement of Proposition 65 and other costs  
27 incurred as a result of work in bringing this action; and \$19,964.31 shall be distributed to  
28 Environmental Research Center in lieu of further civil penalties, for the day-to-day business



1 activities such as (1) continued enforcement of Proposition 65, which includes work, analyzing,  
2 researching and testing consumer products that may contain Proposition 65 chemicals, focusing  
3 on the same or similar type of ingestible products that are the subject matter of the current  
4 action; (2) the continued monitoring of past consent judgments and settlements to ensure  
5 companies are in compliance with Proposition 65; and (3) giving a donation of \$998.00 to the  
6 Center For Environmental Health to address reducing toxic chemical exposures in California.

7       **4.4**     \$27,000.00 shall be distributed to Lozeau | Drury LLP as reimbursement of  
8 ERC's attorney's fees and \$16,133.71 shall be distributed to ERC as reimbursement for its in-  
9 house legal fees.

10       **5.     MODIFICATION OF CONSENT JUDGMENT**

11       **5.1**     This Consent Judgment may be modified only (i) by written stipulation of the  
12 Parties or pursuant to Section 5.3 and (ii) upon entry by the Court of a modified consent  
13 judgment. The Attorney General shall be served with any such stipulations or motions to  
14 modify this Consent Judgment.

15       **5.2**     If any Party seeks to modify this Consent Judgment, then that Party must provide  
16 written notice of its intent ("Notice of Intent"). The Parties shall meet and confer in good faith  
17 regarding the proposed modification in the Notice of Intent within thirty (30) days. Should it  
18 become necessary, the Parties may agree in writing to different deadlines for the meet-and-  
19 confer period.

20       **5.3**     In the event that SGN initiates or otherwise requests a modification under  
21 Section 5.1, and the meet and confer process leads to a joint motion or application of this  
22 Consent Judgment, SGN shall reimburse ERC its costs and reasonable attorney's fees for the  
23 time spent in the meet-and-confer process and filing and arguing the motion or application.

24       **5.4**     Where the meet-and-confer process does not lead to a joint motion or an  
25 uncontested application in support of a modification of this Consent Judgment, the prevailing  
26 party may seek to recover costs and reasonable attorney's fees. As used in the preceding  
27 sentence, the term "prevailing party" means a party who is successful in obtaining relief more  
28

1 favorable to it than the relief that the other party was amenable to providing during the Parties'  
2 good faith attempt to resolve the dispute that is the subject of the modification.

3 **6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT**  
4 **JUDGMENT**

5 **6.1** This Court shall retain jurisdiction of this matter to enforce, modify or terminate  
6 this Consent Judgment.

7 **6.2** Only after it complies with Section 15 below may any Party, by motion or  
8 application for an order to show cause filed with this Court, enforce the terms and conditions  
9 contained in this Consent Judgment.

10 **6.3** If ERC alleges that any Covered Product fails to qualify as a Reformulated  
11 Covered Product (for which ERC alleges that no warning has been provided), then ERC shall  
12 inform SGN in a reasonably prompt manner of its test results, including information sufficient  
13 to permit SGN to identify the Covered Products at issue.\_\_SGN shall, within thirty days  
14 following such notice, provide ERC with testing information, from an independent third-party  
15 laboratory meeting the requirements of Sections 3.4.4 and 3.4.5, demonstrating Defendant's  
16 compliance with the Consent Judgment, if warranted. The Parties shall first attempt to resolve  
17 the matter pursuant to Section 15 of this Consent Judgment prior to ERC taking any further  
18 legal action.

19 **7. APPLICATION OF CONSENT JUDGMENT**

20 This Consent Judgment may apply to, be binding upon, and benefit the Parties and their  
21 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,  
22 divisions, affiliates, franchisees, licensees, customers (excluding private label customers),  
23 distributors, wholesalers, retailers, predecessors, successors, and assigns. This Consent Judgment  
24 shall have no application to Covered Products which are distributed or sold exclusively outside the  
25 State of California and which are not used by California consumers.

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

27 **8.1** This Consent Judgment is a full, final, and binding resolution between ERC, on  
28 behalf of itself and in the public interest, and SGN, of any alleged violation of Proposition 65 or

1 its implementing regulations for failure to provide Proposition 65 warnings of exposure to lead  
2 from the handling, use, or consumption of the Covered Products and fully resolves all claims  
3 that have been or could have been asserted in the Notice and Complaint up to and including the  
4 Effective Date for failure to provide Proposition 65 warnings for the Covered Products. ERC,  
5 on behalf of itself and in the public interest, hereby discharges and releases SGN and its  
6 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,  
7 divisions, affiliates, suppliers, franchisees, licensees, customers (not including private label  
8 customers of SGN), distributors, wholesalers, retailers, and all other upstream and downstream  
9 entities in the distribution chain of any Covered Product, and the predecessors, successors and  
10 assigns of any of them (collectively, "Released Parties"), from any and all claims, actions,  
11 causes of action, suits, demands, liabilities, damages, penalties, fees, costs and expenses  
12 asserted, or that could have been asserted, as to any alleged violation of Proposition 65 arising  
13 from the failure to provide Proposition 65 warnings on the Covered Products regarding lead.

14 **8.2** The Parties further waive and release any and all claims they may have against  
15 each other for all actions or statements made or undertaken in the course of seeking or opposing  
16 enforcement of Proposition 65 in connection with the Notice or Complaint up through and  
17 including the Effective Date, provided, however, that nothing in Section 8 shall affect or limit  
18 any Party's right to seek to enforce the terms of this Consent Judgment.

19 **8.3** It is possible that other claims not known to the Parties arising out of the facts  
20 alleged in the Notice or the Complaint and relating to the Covered Products will develop or be  
21 discovered. The Parties acknowledge that this Consent Judgment is expressly intended to cover  
22 and include all such claims up through the Effective Date, including all rights of action  
23 therefore. The Parties acknowledge that the claims released in Sections 8.1 and 8.2 above may  
24 include unknown claims, and nevertheless waive California Civil Code section 1542 as to any  
25 such unknown claims. California Civil Code section 1542 reads as follows:

26 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE  
27 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR  
28 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.

1 The Parties acknowledge and understand the significance and consequences of this specific  
2 waiver of California Civil Code section 1542.

3 **8.4** Compliance with the terms of this Consent Judgment shall be deemed to  
4 constitute compliance with Proposition 65 by any Released Party regarding alleged exposures to  
5 lead in the Covered Products as set forth in the Notice and the Complaint.

6 **8.5** Nothing in this Consent Judgment is intended to apply to any occupational or  
7 environmental exposures arising under Proposition 65, nor shall it apply to any of SGN's  
8 products other than the Covered Products.

9 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

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

12 **10. GOVERNING LAW**

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

15 **11. PROVISION OF NOTICE**

16 All notices required to be given to either Party to this Consent Judgment by the other shall  
17 be in writing and sent to the following agents listed below by: (a) first-class, registered, or certified  
18 mail; (b) overnight courier; or (c) personal delivery. The Parties shall endeavor to send courtesy  
19 copies via email, but the date of receipt upon delivery by one of the methods (a)-(c) shall be the  
20 applicable date for purposes of this Consent Judgment.

21 **FOR ENVIRONMENTAL RESEARCH CENTER:**

22 Chris Heptinstall,  
23 Executive Director, Environmental Research Center  
24 3111 Camino Del Rio North, Suite 400  
25 San Diego, CA 92108

26  
27 With a copy to:

28 Michael R. Lozeau

1 Richard Drury  
2 LOZEAU | DRURY LLP  
3 410 12<sup>th</sup> Street, Suite 250  
4 Oakland, CA 94607  
5 Ph: 510-836-4200  
6 Fax: 510-836-4205

7  
8 **FOR SGN ACQUISITION COMPANY, LLC**

9 Anthony Misner  
10 SGN Nutrition  
11 Chief Executive Officer  
12 2777 Loker Ave West. Ste. C  
13 Carlsbad, Ca. 92010  
14 Ph: 760-804-2874  
15 anthony.misner@sgnnutrition.com

16  
17 With a copy to:

18 Judith Praitis  
19 Amy P. Lally  
20 SIDLEY AUSTIN LLP  
21 555 West Fifth Street, Suite 4000  
22 Los Angeles, California 90013-1010  
23 Telephone: (213) 896-6000  
24 Facsimile: (213) 896-6600

25 **12. COURT APPROVAL**

26 **12.1** If this Stipulated Consent Judgment is not approved by the Court, it shall be void  
27 and have no force or effect.

28

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

4           **13. EXECUTION AND COUNTERPARTS**

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

8           **14. DRAFTING**

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

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

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

23           **16. ENTIRE AGREEMENT, AUTHORIZATION**

24           **16.1** This Consent Judgment contains the sole and entire agreement and understanding  
25 of the Parties with respect to the entire subject matter herein, and any and all prior discussions,  
26 negotiations, commitments and understandings related hereto. No representations, oral or  
27 otherwise, express or implied, other than those contained herein have been made by any Party.  
28 No other agreements, oral or otherwise, unless specifically referred to herein, shall be deemed to

1 exist or to bind any Party.

2 16.2 Each signatory to this Consent Judgment certifies that he or she is fully  
3 authorized by the Party he or she represents to stipulate to this Consent Judgment. Except as  
4 explicitly provided herein, each Party shall bear its own fees and costs.

5 **IT IS SO STIPULATED:**

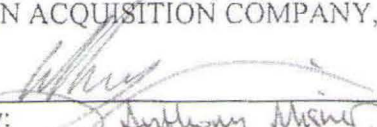
6 Dated: 11/21/, 2014

ENVIRONMENTAL RESEARCH  
CENTER

7  
8 By:   
Chris Heptinstall, Executive Director

9 Dated: 11/21, 2014

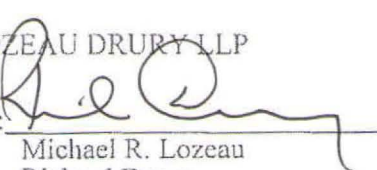
SGN ACQUISITION COMPANY, LLC

10  
11 By:   
Its: Anthony Misner, CEO

12 **APPROVED AS TO FORM:**

13 Dated: Nov. 25, 2014

LOZEAU DRURY LLP

14 By:   
15 Michael R. Lozeau  
16 Richard Drury  
Attorneys for Environmental Research  
Center

17 Dated: \_\_\_\_\_, 2014

SIDLEY AUSTIN LLP

18  
19 By: \_\_\_\_\_  
20 Judith Praitis  
21 Amy P. Lally  
Attorneys for SGN Acquisition  
Company, LLC

22 **JUDGMENT**

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

25 Dated: \_\_\_\_\_, 2014

26 \_\_\_\_\_  
27 Judge of the Superior Court  
28

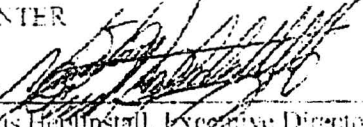
1 exist or to bind any Party.

2 16.2 Each signatory to this Consent Judgment certifies that he or she is fully  
3 authorized by the Party he or she represents to stipulate to this Consent Judgment. Except as  
4 explicitly provided herein, each Party shall bear its own fees and costs.

5 **IT IS SO STIPULATED:**

6 Dated: 11/21 2014

ENVIRONMENTAL RESEARCH  
CENTER

7 By:   
8 Chris Heptinstall, Executive Director

9 Dated: 11/25 2014

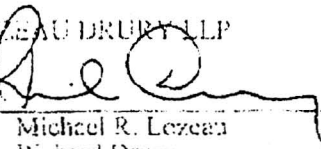
SGN ACQUISITION COMPANY, LLC

10 By: \_\_\_\_\_  
11 Its: \_\_\_\_\_

12 **APPROVED AS TO FORM:**

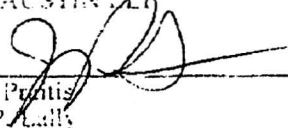
13 Dated: Nov. 25 2014

LOZEAU DRURY LLP

14 By:   
15 Michael R. Lozeau  
16 Richard Drury  
17 Attorneys for Environmental Research  
18 Center

17 Dated: 11/25 2014

SIDLEY AUSTIN LLP

19 By:   
20 Judith P. Pratis  
21 Amy P. Lally  
22 Attorneys for SGN Acquisition  
23 Company, LLC

24 **JUDGMENT**

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

27 Dated: \_\_\_\_\_ 2014

\_\_\_\_\_  
Judge of the Superior Court



# EXHIBIT A



T 510.836.4200  
F 510.836.4205

410 12th Street, Suite 250  
Oakland, Ca 94607

www.lozeaudrury.com  
richard@lozeaudrury.com

**VIA CERTIFIED MAIL**

Current CEO or President  
SGN Acquisition Company, LLC  
dba SGN Nutrition  
2777 Loker Avenue W, Suite C  
Carlsbad, CA 92010

Current CEO or President  
SGN Acquisition Company, LLC  
dba SGN Nutrition  
265 Harrison Avenue  
Kearny, NJ 07032

George Joseph  
(SGN Acquisition Company, LLC dba SGN  
Nutrition's Registered Agent for Service of  
Process)  
2929 E White Star Avenue  
Anaheim, CA 92806

**VIA ONLINE SUBMISSION**

Office of the California Attorney General

**VIA PRIORITY MAIL**

District Attorneys of All California Counties  
and Select City Attorneys  
(See Attached Certificate of Service)

**Re: Notice of Violations of California Health & Safety Code Section 25249.5 *et seq.***

Dear Addressees:

I represent the Environmental Research Center ("ERC") in connection with this Notice of Violations of California's Safe Drinking Water and Toxic Enforcement Act of 1986, which is codified at California Health & Safety Code Section 25249.5 *et seq.* and also referred to as Proposition 65.

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.

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

**SGN Acquisition Company, LLC dba SGN Nutrition**

The products that are the subject of this notice and the chemicals in those products identified as exceeding allowable levels are:

- **Sggnutrition X Balance Total Nutrition Drink Mix For Kids - Lead**
- **Sggnutrition Emerald Balance Total Nutrition Drink Mix - Lead**
- **Sggnutrition Emerald Balance Nutritional Support Amazon Tropical Berry - Lead**
- **Sggnutrition Emerald Balance Nutritional Support Plus Chocolate - 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.

This letter is a notice to the Violator and the appropriate governmental authorities of the Proposition 65 violations concerning the listed products. This notice covers all violations of Proposition 65 involving the Violator currently known to ERC from the information now available. ERC may continue to investigate other products that may reveal further violations. A summary of Proposition 65, prepared by the Office of Environmental Health Hazard Assessment, is enclosed with the copy of this letter to the Violator.

The Violator has manufactured, marketed, distributed, and/or sold the listed products, which have exposed and continue to expose numerous individuals within California to the identified chemical, lead. The consumer exposures that are the subject of this notice result from the purchase, acquisition, handling and/or recommended use of these products by consumers. The primary route of exposure to lead has been through ingestion, but may have also occurred through inhalation and/or dermal contact. Proposition 65 requires that a clear and reasonable warning be provided prior to exposure to lead. The method of warning should be a warning that appears on the product's label. The Violator violated Proposition 65 because it failed to provide an appropriate warning to persons using and/or handling these products that they are being exposed to lead. Each of these ongoing violations has occurred on every day since April 4, 2011, as well as every day since the products were introduced in the California marketplace, and will continue every day until clear and reasonable warnings are provided to product purchasers and users.

Pursuant to Section 25249.7(d) of the statute, ERC intends to file a citizen enforcement action sixty days after effective service of this notice unless the Violator agrees in an enforceable

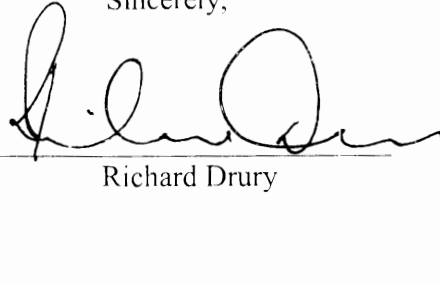
April 4, 2014

Page 3

written instrument to: (1) reformulate the listed products so as to eliminate further exposures to the identified chemicals; and (2) pay an appropriate civil penalty. Consistent with the public interest goals of Proposition 65 and my client's objectives in pursuing this notice, ERC is interested in seeking a constructive resolution to this matter. Such resolution will avoid both further unwarned consumer exposures to the identified chemicals and expensive and time consuming litigation.

ERC's Executive Director is Chris Heptinstall, and is located at 3111 Camino Del Rio North, Suite 400, San Diego, CA 92108; Tel. 619-500-3090. ERC has retained me in connection with this matter. We suggest that communications regarding this Notice of Violations should be directed to my attention at the above listed law office address and telephone number.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard Drury", is written over a horizontal line. The signature is fluid and cursive.

Richard Drury

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to SGN Acquisition Company, LLC dba SGN Nutrition and its  
Registered Agent for Service of Process only)

Additional Supporting Information for Certificate of Merit (to AG only)

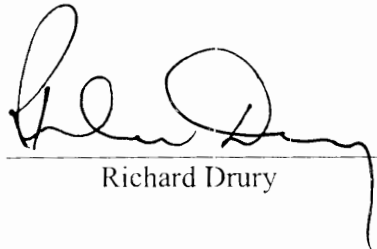
**CERTIFICATE OF MERIT**

**Re: Environmental Research Center's Notice of Proposition 65 Violations by  
SGN Acquisition Company, LLC dba SGN Nutrition**

I, Richard Drury, declare:

1. This Certificate of Merit accompanies the attached sixty-day notice in which it is alleged the party 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 chemical that is 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: April 4, 2014

  
Richard Drury

**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 April 4, 2014, 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 U.S. Postal Service Office with the postage fully prepaid for delivery by Certified Mail:

Current CEO or President  
SGN Acquisition Company, LLC  
dba SGN Nutrition  
2777 Loker Avenue W, Suite C  
Carlsbad, CA 92010

George Joseph  
(SGN Acquisition Company, LLC dba SGN  
Nutrition’s Registered Agent for Service of Process)  
2929 E White Star Avenue  
Anaheim, CA 92806

Current CEO or President  
SGN Acquisition Company, LLC  
dba SGN Nutrition  
265 Harrison Avenue  
Kearny, NJ 07032

On April 4, 2014, I electronically served the following documents: **NOTICE OF VIOLATIONS, 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 April 4, 2014, I served the following documents: **NOTICE OF VIOLATIONS, 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 with the postage fully prepaid for delivery by Priority Mail.

Executed on April 4, 2014, in Fort Oglethorpe, Georgia.

  
Tiffany Capehart

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

April 4, 2014

Page 6

**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 3rd 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 201 Commercial 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	