

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

5 Attorneys for Plaintiff
ENVIRONMENTAL RESEARCH CENTER

6 Mark K. Suzumoto (SBN 108690)
7 Van Etten Suzumoto & Sipprelle LLP
2801 Townsgate Road, Suite 210
8 Westlake Village, CA 91361
Telephone: (805) 719-4902
9 Facsimile: (805) 719-4952

10 Attorney for Defendant
NUTRIBULLET, LLC

11
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF ALAMEDA

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

16 Plaintiff,

17 v.

18 NUTRIBULLET, LLC and DOES 1-100

19
20 Defendants.

CASE NO. RG14735569

STIPULATED CONSENT JUDGMENT;
[PROPOSED] ORDER

Health & Safety Code § 25249.5 et seq.

Action Filed: August 1, 2014
Trial Date: None set

21
22 **1. INTRODUCTION**

23 1.1 On August 1, 2014, Plaintiff Environmental Research Center (“ERC”), a non-
24 profit corporation, as a private enforcer, and in the public interest, initiated this action by filing
25 a Complaint for Injunctive and Declaratory relief and Civil Penalties (the “Complaint”)
26 pursuant to the provisions of California Health and Safety Code section 25249.5 et seq.
27 (“Proposition 65”), against Nutribullet, LLC and DOES 1-100 (collectively “Nutribullet”). In
28 this action, ERC alleges that the products manufactured, distributed or sold by Nutribullet, as

1 more fully described below, contain lead, a chemical listed under Proposition 65 as a
2 carcinogen and reproductive toxin, and that such products expose consumers at a level
3 requiring a Proposition 65 warning. These products are: Homeland Housewares LLC
4 Nutribullet LLC Nutribullet Superfood Fat Burning Boost; Homeland Housewares LLC
5 Nutribullet LLC Nutribullet Superfood Energy Boost; Homeland Housewares LLC Nutribullet
6 LLC Nutribullet Superfood SuperBoost; and Homeland Housewares LLC Nutribullet LLC
7 Nutribullet Maca Powder (collectively "Covered Products"). ERC and Nutribullet are referred
8 to individually as a "Party" or collectively as the "Parties."

9 1.2 ERC is a California non-profit corporation dedicated to, among other causes,
10 helping safeguard the public from health hazards by reducing the use and misuse of hazardous
11 and toxic chemicals, facilitating a safe environment for consumers and employees, and
12 encouraging corporate responsibility.

13 1.3 The requirements of Sections 1, 2, and 3 herein will only apply to any time in
14 which NutriBullet is a "person in the course of doing business," as that term is defined in Health &
15 Safety Code § 25249.11(b). NutriBullet contends that at the time it stipulated to entry of this
16 Agreement it was not a "person in the course of doing business" because it had fewer than 10
17 employees. NutriBullet represents that it understands that even if it is not a "person in the course
18 of doing business" under Proposition 65, other companies in its chain of distribution (such as
19 manufacturers, retailers, or distributors) that have 10 or more employees are not exempt from
20 Proposition 65 and could violate Proposition 65 by knowingly and intentionally exposing
21 individuals to chemicals contained in NutriBullet products without first giving a clear and
22 reasonable warning.

23 1.4 If at any time in the future NutriBullet employs 10 or more employees, it will
24 notify ERC of this fact within 30 days. If ERC sends a written request to NutriBullet for proof
25 of the number of its employees, NutriBullet will provide all appropriate documentation to ERC
26 within 45 days of the date of ERC's request showing the number of employees it has employed
27 in the previous 23 months.

28 1.5 The Complaint is based on allegations contained in ERC's Notice of Violation,

1 dated April 4, 2014, that was served on the California Attorney General, other public enforcers,
2 and Nutribullet ("Notice"). A true and correct copy of the Notice is attached as Exhibit A and
3 is hereby incorporated by reference. More than 60 days have passed since the Notice was
4 mailed and uploaded onto the Attorney General's website, and no designated governmental
5 entity has filed a complaint against Nutribullet with regard to the Covered Products or the
6 alleged violations.

7 **1.6** ERC's Notice and Complaint allege that use of the Covered Products exposes
8 persons in California to lead without first providing clear and reasonable warnings in violation
9 of California Health and Safety Code section 25249.6. Nutribullet denies all material
10 allegations contained in the Notice and Complaint.

11 **1.7** The Parties have entered into this Consent Judgment in order to settle,
12 compromise and resolve disputed claims and thus avoid prolonged and costly litigation.
13 Nothing in this Consent Judgment shall constitute or be construed as an admission by any of
14 the Parties, or by any of their respective officers, directors, shareholders, employees, agents,
15 parent companies, subsidiaries, divisions, affiliates, franchises, licensees, customers, suppliers,
16 distributors, wholesalers, or retailers. Except for the representations made above, nothing in
17 this Consent Judgment shall be construed as an admission by the Parties of any fact, issue of
18 law, or violation of law, nor shall compliance with this Consent Judgment be construed as an
19 admission by the Parties of any fact, issue of law, or violation of law, at any time, for any
20 purpose.

21 **1.8** Except as expressly set forth herein, nothing in this Consent Judgment shall
22 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
23 other or future legal proceeding unrelated to these proceedings.

24 **1.9** The Effective Date of this Consent Judgment is the date on which it is entered as
25 a Judgment by this Court.

26 **2. JURISDICTION AND VENUE**

27 For purposes of this Consent Judgment and for any further court action that may become
28 necessary to enforce this Consent Judgment, the Parties stipulate that this Court has subject matter

1 jurisdiction over the allegations of violations contained in the Complaint and personal jurisdiction
2 over Nutribullet as to the acts alleged in the Complaint, that venue is proper in Alameda County,
3 and that this Court has jurisdiction to enter this Consent Judgment as a full and final resolution of
4 all claims up through and including the Effective Date which were or could have been asserted in
5 this action based on the facts alleged in the Notice and Complaint.

6 3. INJUNCTIVE RELIEF, REFORMULATION, TESTING AND WARNINGS

7 3.1 Beginning on October 1, 2014, Nutribullet shall not manufacture for sale in the
8 State of California, distribute into the State of California, or directly sell in the State of
9 California, any Covered Products which expose a person to a daily dose of lead more than 0.5
10 micrograms per day when the maximum suggested dose is taken as directed on the Covered
11 Product's label, unless it meets the warning requirements under Section 3.2. A warning shall
12 not be required if Nutribullet elects to re-formulate a Covered Product resulting in a
13 Reformulated Covered Product as defined in Section 3.3 below.

14 As used in Consent Judgment, the term "distribute for sale into California" shall mean
15 to directly ship a Covered Product into California for sale in California or to sell a Covered
16 Product to a distributor that Nutribullet knows will sell the Covered Product in California.

17 3.2 Clear and Reasonable Warnings

18 If Nutribullet elects to provide a warning for Covered Products pursuant to Section 3.1, the
19 following warning must be utilized:

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

22 Nutribullet shall use the phrase "cancer and" in the warning only if the maximum daily dose
23 recommended on the label contains more than 15 micrograms of lead as determined pursuant to
24 the quality control methodology set forth in Section 3.4.

25 Nutribullet shall provide the warning on the label or container of the Covered Products.
26 The warning shall be at least the same size as the largest of any other health or safety warnings
27 correspondingly appearing on the label or container and the word "WARNING" shall be in all
28 capital letters and in bold print. No other statements about Proposition 65 or lead may accompany

1 the warning. Nutribullet shall not provide any general or “blanket” warning regarding Proposition
2 65 on the product label or container.

3 Nutribullet must display the above warning with such conspicuousness, as compared with
4 other words, statements, or design of the label or container, as applicable, to render the warning
5 likely to be read and understood by an ordinary individual under customary conditions of purchase
6 or use of the 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
11 more than 0.5 micrograms of lead per day” means that the samples of the testing performed by
12 Nutribullet under Section 3.4 yield a daily exposure of no more than 0.5 micrograms of lead (with
13 daily exposure calculated pursuant to Section 3.4 of this Consent Judgment). For products that
14 cause exposures in excess of 0.5 micrograms of lead per day even after reformulation, Nutribullet
15 shall provide the warning set forth in Section 3.2. For purposes of determining which warning, if
16 any, is required pursuant to Section 3.2, the highest lead detection result of the five (5) randomly
17 selected samples of the Covered Products will be controlling.

18 **3.4 Testing and Quality Control Methodology**

19 **3.4.1** For purposes of this Consent Judgment, daily lead exposure levels shall
20 be measured in micrograms, and shall be calculated using the following formula: micrograms
21 of lead per gram of product, multiplied by grams of product per serving of the product (using
22 the largest serving size appearing on the product label), multiplied by servings of the product
23 per day (using the largest number of servings in a recommended dosage appearing on the
24 product label), which equals micrograms of lead exposure per day.

25 **3.4.2** All testing pursuant to this Consent Judgment shall be performed using a
26 laboratory method that complies with the performance and quality control factors appropriate
27 for the method used, including limit of detection, qualification, accuracy, and precision that
28 meets the following criteria: Inductively Coupled Plasma-Mass Spectrometry (ICP-MS)

1 achieving a limit of quantification of less than or equal to 0.010 mg/kg or any other testing
2 method subsequently agreed upon in writing by the Parties.

3 **3.4.3** All testing pursuant to this Consent Judgment shall be performed by an
4 independent third-party laboratory certified by the California Environmental Laboratory
5 Accreditation Program for the analysis of heavy metals or an independent third-party laboratory
6 that is registered with the United States Food & Drug Administration. Nothing in this Consent
7 Judgment shall limit Nutribullet's ability to conduct, or require that others conduct, additional
8 testing of the Covered Products, including the raw materials used in their manufacture.

9 **3.4.4** Nutribullet shall arrange through its third party suppliers of the Covered
10 Products ("Contract Manufacturers"), for at least five consecutive years and at least once per
11 year, for the lead testing of five randomly selected samples of each Covered Product in the
12 form intended for sale to the end-user to be distributed or sold to California. Nutribullet or its
13 Contract Manufacturers shall continue testing so long as the Covered Products are sold in
14 California or sold to a third party for retail sale in California. If tests conducted pursuant to this
15 Section demonstrate that no warning is required for a Covered Product during each of five
16 consecutive years, then the testing requirements of this Section will no longer be required as to
17 that Covered Product. However, if after the five-year period, Nutribullet changes ingredient
18 suppliers for any of the Covered Products and/or reformulates any of the Covered Products,
19 Nutribullet or its Contract Manufacturers shall test that Covered Product at least once after such
20 change is made, and send those test results to ERC within 10 working days of receiving the test
21 results. The testing requirements discussed in Section 3.4 are not applicable to any Covered
22 Product for which Nutribullet has provided the warning as specified in Section 3.2.

23 **3.4.5** Beginning on the Effective Date and continuing for a period of five years
24 thereafter, Nutribullet shall arrange for copies of all laboratory reports with results of testing for
25 lead content under Section 3.4 to be automatically sent by the testing laboratory directly to
26 ERC within ten working days after completion of that testing. These reports shall be deemed
27 and treated by ERC as confidential information under the terms of the confidentiality
28 agreement entered into by the Parties. Nutribullet or its Contract Manufacturers shall retain all

1 test results and documentation for a period of five years from the date of each test.

2 **4. SETTLEMENT PAYMENT**

3 **4.1** In full satisfaction of all potential civil penalties, payment in lieu of civil
4 penalties, attorney's fees, and costs, Nutribullet shall make a total payment of Fifty-five
5 Thousand dollars (\$55,000.00) to ERC within 5 days of the Effective Date. Nutribullet shall
6 make this payment by wire transfer to ERC's escrow account, for which ERC will give
7 Nutribullet the necessary account information. Said payment shall be for the following:

8 **4.2** As a portion of the Total Settlement Amount, \$17,792.00 shall be considered a
9 civil penalty pursuant to California Health and Safety Code §25249.7(b)(1). ERC shall remit
10 75% (\$13,344.00) of the civil penalty to the Office of Environmental Health Hazard
11 Assessment ("OEHHA") for deposit in the Safe Drinking Water and Toxic Enforcement Fund
12 in accordance with California Health and Safety Code §25249.12(c). ERC will retain the
13 remaining 25% (\$4,448.00) of the civil penalty.

14 **4.3** \$11,809.00 shall be payable to Environmental Research Center as
15 reimbursement for reasonable costs associated with the enforcement of Proposition 65 and
16 other costs incurred as a result of work in bringing this action; and \$17,794.00 shall be payable
17 to Environmental Research Center in lieu of further civil penalties, for the day-to-day business
18 activities such as (1) continued enforcement of Proposition 65, which includes work, analyzing,
19 researching and testing consumer products that may contain Proposition 65 chemicals, focusing
20 on the same or similar type of ingestible products that are the subject matter of the current
21 action; (2) the continued monitoring of past consent judgments and settlements to ensure
22 companies are in compliance with Proposition 65; and (3) giving a donation of \$890.00 to the
23 Center For Environmental Health to address reducing toxic chemical exposures in California.

24 **4.4** \$2,655.00 shall be payable to Michael Freund as reimbursement of ERC's
25 attorney's fees and \$4,950.00 shall be payable to Ryan Hoffman as reimbursement of ERC's
26 attorney's fees.

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1 **5. MODIFICATION OF CONSENT JUDGMENT**

2 **5.1** This Consent Judgment may be modified only (i) by written stipulation of the
3 Parties or pursuant to Section 5.4 and (ii) upon entry by the Court of a modified consent
4 judgment.

5 **5.2** If Nutribullet seeks to modify this Consent Judgment under Section 5.1, then
6 Nutribullet must provide written notice to ERC of its intent ("Notice of Intent"). If ERC seeks
7 to meet and confer regarding the proposed modification in the Notice of Intent, then ERC must
8 provide written notice to Nutribullet within thirty days of receiving the Notice of Intent. If ERC
9 notifies Nutribullet in a timely manner of ERC's intent to meet and confer, then the Parties shall
10 meet and confer in good faith as required in this Section. The Parties shall meet in person or
11 via telephone within thirty (30) days of ERC's notification of its intent to meet and confer.
12 Within thirty days of such meeting, if ERC disputes the proposed modification, ERC shall
13 provide to Nutribullet a written basis for its position. The Parties shall continue to meet and
14 confer for an additional thirty (30) days in an effort to resolve any remaining disputes. Should
15 it become necessary, the Parties may agree in writing to different deadlines for the meet-and-
16 confer period.

17 **5.3** In the event that Nutribullet initiates or otherwise requests a modification under
18 Section 5.1, and the meet and confer process leads to a joint motion or application of the
19 Consent Judgment, Nutribullet shall reimburse ERC its costs and reasonable attorney's fees for
20 the time spent in the meet-and-confer process and filing and arguing the motion or application.

21 **5.4** Where the meet-and-confer process does not lead to a joint motion or
22 application in support of a modification of the Consent Judgment, then either Party may seek
23 judicial relief on its own. In such a situation, the prevailing party may seek to recover costs and
24 reasonable attorney's fees. As used in the preceding sentence, the term "prevailing party"
25 means a party who is successful in obtaining relief more favorable to it than the relief that the
26 other party was amenable to providing during the Parties' good faith attempt to resolve the
27 dispute that is the subject of the modification.

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1 **6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT**
2 **JUDGMENT**

3 **6.1** This Court shall retain jurisdiction of this matter to enforce, modify or terminate
4 this Consent Judgment.

5 **6.2** Only after it complies with Section 15 below may any Party, by motion or
6 application for an order to show cause filed with this Court, enforce the terms and conditions
7 contained in this Consent Judgment.

8 **6.3** If ERC alleges that any Covered Product fails to qualify as a Reformulated
9 Covered Product (for which ERC alleges that no warning has been provided), then ERC shall
10 inform Nutribullet in a reasonably prompt manner of its test results, including information
11 sufficient to permit Nutribullet to identify the Covered Products at issue. Nutribullet shall,
12 within thirty days following such notice, provide ERC with testing information, from an
13 independent third-party laboratory meeting the requirements of Sections 3.4.2 and 3.4.3,
14 demonstrating Defendant's compliance with the Consent Judgment, if warranted. The Parties
15 shall first attempt to resolve the matter prior to ERC taking any further legal action.

16 **7. APPLICATION OF CONSENT JUDGMENT**

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

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

24 **8.1** This Consent Judgment is a full, final, and binding resolution between ERC, on
25 behalf of itself and in the public interest, and Nutribullet, of any alleged violation of Proposition
26 65 or its implementing regulations for failure to provide Proposition 65 warnings of exposure to
27 lead from the handling, use, or consumption of the Covered Products and fully resolves all
28 claims that have been or could have been asserted in this action up to and including the

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

12 **8.2** The Parties further waive and release any and all claims they may have against
13 each other for all actions or statements made or undertaken in the course of seeking or opposing
14 enforcement of Proposition 65 in connection with the Notice or Complaint up through and
15 including the Effective Date, provided, however, that nothing in Section 8 shall affect or limit
16 any Party's right to seek to enforce the terms of this Consent Judgment.

17 **8.3** It is possible that other claims not known to the Parties arising out of the facts
18 alleged in the Notice or the Complaint and relating to the Covered Products will develop or be
19 discovered. The Parties acknowledge that this Consent Judgment is expressly intended to cover
20 and include all such claims up through the Effective Date, including all rights of action
21 therefore. The Parties acknowledge that the claims released in Sections 8.1 and 8.2 above may
22 include unknown claims, and nevertheless waive California Civil Code section 1542 as to any
23 such unknown claims. California Civil Code section 1542 reads as follows:

24 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
25 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
26 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF
27 KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS
28 OR HER SETTLEMENT WITH THE DEBTOR.

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

1 **8.4** Compliance with the terms of this Consent Judgment shall be deemed to
2 constitute compliance with Proposition 65 by any Released Party regarding alleged exposures
3 to lead in the Covered Products as set forth in the Notice and the Complaint.

4 **8.5** 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 Nutribullet's
6 products other than the Covered Products.

7 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

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

10 **10. GOVERNING LAW**

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

13 **11. PROVISION OF NOTICE**

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

17
18 **FOR ENVIRONMENTAL RESEARCH CENTER:**

19 Chris Heptinstall, Executive Director, Environmental Research Center

20 3111 Camino Del Rio North, Suite 400

21 San Diego, CA 92108

22
23 With a copy to:

24 Michael Freund SBN 99687

25 Ryan Hoffman SBN 283297

26 Michael Freund & Associates

27 1919 Addison Street, Suite 105

28 Berkeley, CA 94704

1 Telephone: (510) 540-1992

2 Facsimile: (510) 540-5543

3

4 **FOR NUTRIBULLET, LLC**

5 Colin Sapire, Manager

6 11755 Wilshire Blvd., Suite 1200

7 Los Angeles, CA 90025

8 With a copy to:

9 Mark K. Suzumoto (SBN 108690)

10 Van Effen Suzumoto & Sipprelle LLP

11 2801 Townsgate Road, Suite 210

12 Westlake Village, CA 91361

13 Telephone: (805) 719-4902

14 Facsimile: (805) 719-4952

15 **12. COURT APPROVAL**

16 **12.1** If this Stipulated Consent Judgment is not approved by the Court, it shall be
17 void and have no force or effect.

18 **12.2** Following Court Approval of the Consent Judgment, ERC shall comply with
19 California Health and Safety Code section 25249.7(f) and with Title II of the California Code
20 Regulations, Section 3003.

21 **13. EXECUTION AND COUNTERPARTS**

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

25 **14. DRAFTING**

26 The terms of this Consent Judgment have been reviewed by the respective counsel for each
27 Party prior to its signing, and each Party has had an opportunity to fully discuss the terms with
28 counsel. The Parties agree that, in any subsequent interpretation and construction of this Consent

1 Judgment entered thereon, the terms and provisions shall not be construed against any Party.

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

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

12 **16. ENTIRE AGREEMENT, AUTHORIZATION**

13 **16.1** This Consent Judgment contains the sole and entire agreement and
14 understanding of the Parties with respect to the entire subject matter herein, and any and all
15 prior discussions, negotiations, commitments and understandings related hereto. No
16 representations, oral or otherwise, express or implied, other than those contained herein have
17 been made by any Party. No other agreements, oral or otherwise, unless specifically referred to
18 herein, shall be deemed to exist or to bind any Party.

19 **16.2** Each signatory to this Consent Judgment certifies that he or she is fully
20 authorized by the Party he or she represents to stipulate to this Consent Judgment. Except as
21 explicitly provided herein, each Party shall bear its own fees and costs.

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

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

27 \\\

28 \\\

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

4 (2) Make the findings pursuant to California Health and Safety Code section
5 25249.7(f)(4), approve the Settlement, and approve this Consent Judgment.

6 **IT IS SO STIPULATED:**

7 Dated: 8/22, 2014

ENVIRONMENTAL RESEARCH
CENTER

8 By: 
9 Chris Hepburn, Executive Director

10 Dated: Aug 22, 2014


NUTRIBULLET, LLC

11 By: 
12 Its: Leonard Sands, Manager

13 **APPROVED AS TO FORM:**


14 Dated: 8/22, 2014

ENVIRONMENTAL RESEARCH
CENTER

15 By: 
16 Ryan Hoffman SBN 283297
17 Michael Freund & Associates

18 Dated: 8/22, 2014

NUTRIBULLET, LLC

19 By: 
20 Mark K. Suzumoto SBN 108690
21 Van Etten Suzumoto & Sippelle LLP

1 **JUDGMENT**

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

4
5
6 Dated: _____, 2014

7 Judge of the Superior Court