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4 Attorney for Plaintiff
5 ENVIRONMENTAL RESEARCH CENTER, INC.

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11 Attorneys for Defendant
12 NUTRIVO, LLC, individually and doing business
13 as RIVALUS and RIVALUS, INC.

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 COUNTY OF ALAMEDA

16 ENVIRONMENTAL RESEARCH
17 CENTER, INC. a non-profit California
18 corporation,

19 Plaintiff,

20 v.

21 NUTRIVO, LLC, individually and doing
22 business as RIVALUS and RIVALUS, INC.
and DOES 1-25, Inclusive,

23 Defendants.
24

CASE NO. RG15771826

STIPULATED CONSENT JUDGMENT

Health & Safety Code § 25249.5 *et seq.*

Action Filed: May 27, 2015

Trial Date: None set

25 **I. INTRODUCTION**

26 **1.1** On May 27, 2015, Plaintiff Environmental Research Center, Inc. ("ERC"), a
27 non-profit corporation, as a private enforcer, and in the public interest, initiated this action by
28

1 filing a Complaint for Injunctive Relief and Civil Penalties (the "Complaint") pursuant to the
2 provisions of California Health and Safety Code section 25249.5 *et seq.* ("Proposition 65"),
3 against NUTRIVO, LLC, individually and doing business as RIVALUS and RIVALUS, INC.
4 and DOES 1-25, Inclusive (collectively "RIVALUS"). In this action, ERC alleges that a
5 number of products manufactured, distributed or sold by RIVALUS contain lead or cadmium,
6 chemicals listed under Proposition 65 as carcinogens and reproductive toxins, and expose
7 consumers to these chemicals at levels requiring a Proposition 65 warning. These products
8 (referred to hereinafter individually as a "Covered Product" or collectively as "Covered
9 Products") are:

10 1) Rivalus Inc. The AP Kit - Lead

11 **** (*kit contains the below products*)

12 a. Rivalus Inc. The AP Kit Alert Clinical Strength

13 b. Rivalus Inc. The AP Kit Pulse Clinical Strength

14 2) Rivalus Inc. (A Nutrivo Company) Enpulse - Lead

15 3) Rivalus Inc. (A Nutrivo Company) Shortcutz - Lead

16 4) Rivalus (A Nutrivo Company) Last Meal Smooth Vanilla - Lead

17 5) Rivalus (A Nutrivo Company) Clean Gainer Chocolate Fudge - Cadmium

18 **1.2** ERC and RIVALUS are hereinafter referred to individually as a "Party" or
19 collectively as the "Parties."

20 **1.3** ERC is a California non-profit corporation dedicated to, among other causes,
21 helping safeguard the public from health hazards by reducing the use and misuse of hazardous
22 and toxic chemicals, facilitating a safe environment for consumers and employees, and
23 encouraging corporate responsibility.

24 **1.4** Solely for purposes of this Consent Judgment, the Parties agree that RIVALUS is a
25 business entity that qualifies as a "person in the course of business" within the meaning of
26 Proposition 65. RIVALUS manufactures, distributes and sells the Covered Products.

27 **1.5** The Complaint is based on allegations contained in ERC's Notice of Violation
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1 dated February 13, 2015, that was served on the California Attorney General, other public
2 enforcers, and RIVALUS ("Notice"). A true and correct copy of the Notice is attached as
3 Exhibit A and is hereby incorporated by reference. More than 60 days have passed since the
4 Notice was mailed and uploaded to the Attorney General's website, and no designated
5 governmental entity has filed a complaint against RIVALUS with regard to the Covered
6 Products or the alleged violations.

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

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

20 **1.8** Except as expressly set forth herein, nothing in this Consent Judgment shall
21 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
22 other or future legal proceeding unrelated to these proceedings.

23 **1.9** The Effective Date of this Consent Judgment is the date on which it is entered as
24 a Judgment by this Court.

25 **2. JURISDICTION AND VENUE**

26 For purposes of this Consent Judgment and any further court action that may become
27 necessary to enforce this Consent Judgment, the Parties stipulate that this Court has subject matter
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1 jurisdiction over the allegations of violations contained in the Complaint, personal jurisdiction
2 over RIVALUS 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 the Effective Date, RIVALUS shall be permanently enjoined from
8 manufacturing for sale in the State of California, "Distributing into the State of California", or
9 directly selling in the State of California, any Covered Product which exposes a person to a
10 "Daily Lead Exposure Level" of more than 0.5 micrograms per day of lead or "Daily Cadmium
11 Exposure Level" of more than 4.10 micrograms of cadmium per day when the maximum
12 suggested dose is taken as directed on the Covered Product's label, unless it meets the warning
13 requirements under Section 3.2.

14 **3.1.1** As used in this Consent Judgment, the term "Distributing into the State
15 of California" shall mean to directly ship a Covered Product into California for sale in
16 California or to sell a Covered Product to a distributor that RIVALUS knows will sell the
17 Covered Product in California.

18 **3.1.2** For purposes of this Consent Judgment, the "Daily Lead Exposure
19 Level" or "Daily Cadmium Exposure Level" shall be measured in micrograms, and shall be
20 calculated using the following formula: micrograms of lead or cadmium per gram of product,
21 multiplied by grams of product per serving of the product (using the largest serving size
22 appearing on the product label), multiplied by servings of the product per day (using the largest
23 number of servings expressly recommended, as appearing on the product label; or, if none
24 expressly appears, than multiplied by 1), which equals micrograms of lead or cadmium
25 exposure per day.

26 **3.2 Clear and Reasonable Warnings**

27 If RIVALUS is required to provide a warning pursuant to Section 3.1, the following
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1 warning must be utilized:

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

4 RIVALUS shall use the phrase "cancer and" in the warning only if the maximum daily dose
5 recommended on the label contains more than 15 micrograms of **lead** as determined pursuant to
6 the quality control methodology set forth in Section 3.4. The terms lead and/or cadmium shall be
7 utilized in the warning to accurately reflect which chemical is present in the Covered Product.

8 The warning shall be securely affixed to or printed upon the container or label of each
9 Covered Product. In addition, for Covered Products sold over RIVALUS' website, the warning
10 shall appear prior to completing checkout on RIVALUS' website when a California delivery
11 address is indicated for any purchase of any Covered Product.

12 The warning shall be at least the same size as the largest of any other health or safety
13 warnings also appearing on its website or on the label or container of RIVALUS' product
14 packaging and the word "**WARNING**" shall be in all capital letters and in bold print. No
15 Statements about Proposition 65 may directly precede or directly follow the Warning.

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

20 **3.3 Reformulated Covered Products**

21 A Reformulated Covered Product is one for which the "Daily Lead Exposure Level" or
22 "Daily Cadmium Exposure Level" when the maximum suggested dose is taken as directed on the
23 Reformulated Covered Product's label, contains no more than 0.5 micrograms of lead per day or
24 no more than 4.10 micrograms of cadmium per day as determined by the quality control
25 methodology described in Section 3.4.

26 **3.4 Testing and Quality Control Methodology**

27 **3.4.1** Beginning within one year of the Effective Date, RIVALUS shall
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1 arrange for lead or cadmium testing of the Covered Products at least once a year for a minimum
2 of three consecutive years by arranging for testing of five randomly selected samples of each of
3 the Covered Products, in the form intended for sale to the end-user, which RIVALUS intends to
4 sell or is manufacturing for sale in California, directly selling to a consumer in California or
5 "Distributing into California." The testing requirement does not apply to any of the Covered
6 Products for which RIVALUS has provided the warning specified in Section 3.2.

7 **3.4.2** For purposes of measuring the "Daily Lead Exposure Level" or "Daily
8 Cadmium Exposure Level", the highest lead or cadmium detection result of the five (5)
9 randomly selected samples of the Covered Products will be controlling.

10 **3.4.3** All testing pursuant to this Consent Judgment shall be performed using a
11 laboratory method that complies with the performance and quality control factors appropriate
12 for the method used, including limit of detection, qualification, accuracy, and precision that
13 meets the following criteria: Inductively Coupled Plasma-Mass Spectrometry ("ICP-MS")
14 achieving a limit of quantification of less than or equal to 0.010 mg/kg or any other testing
15 method subsequently agreed to in writing by the Parties.

16 **3.4.4** All testing pursuant to this Consent Judgment shall be performed by an
17 independent third party laboratory certified by the California Environmental Laboratory
18 Accreditation Program or an independent third-party laboratory that is registered with the
19 United States Food & Drug Administration.

20 **3.4.5** Nothing in this Consent Judgment shall limit RIVALUS' ability to
21 conduct, or require that others conduct, additional testing of the Covered Products, including
22 the raw materials used in their manufacture.

23 **4. SETTLEMENT PAYMENT**

24 **4.1** In full satisfaction of all potential civil penalties, payment in lieu of civil
25 penalties, attorney's fees, and costs, RIVALUS shall make a total payment of \$87,500.00
26 ("Total Settlement Amount") to ERC within 5 days of the Effective Date. RIVALUS shall
27 make this payment by wire transfer to ERC's escrow account, for which ERC will give
28

1 RIVALUS the necessary account information. The Total Settlement Amount shall be
2 apportioned as follows:

3 4.2 \$25,996.00 shall be considered a civil penalty pursuant to California Health and
4 Safety Code §25249.7(b)(1). ERC shall remit 75% (\$19,497.00) of the civil penalty to the
5 Office of Environmental Health Hazard Assessment ("OEHHA") for deposit in the Safe
6 Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety
7 Code §25249.12(c). ERC will retain the remaining 25% (\$6,499.00) of the civil penalty.

8 4.3 \$3,360.00 shall be distributed to ERC as reimbursement to ERC for reasonable
9 costs incurred in bringing this action.

10 4.4 \$25,998.17 shall be distributed to ERC in lieu of further civil penalties, for the
11 day-to-day business activities such as (1) continued enforcement of Proposition 65, which
12 includes work, analyzing, researching and testing consumer products that may contain
13 Proposition 65 chemicals, focusing on the same or similar type of ingestible products that are
14 the subject matter of the current action; (2) the continued monitoring of past consent judgments
15 and settlements to ensure companies are in compliance with Proposition 65; and (3) giving a
16 donation of \$1,300.00 to the Community Science Institute to address reducing toxic chemical
17 exposures in California.

18 4.5 \$14,675.00 shall be distributed to William F. Wraith as reimbursement of ERC's
19 attorney's fees, while \$17,470.83 shall be distributed to ERC for its in-house legal fees.

20 **5. ENFORCEMENT OF CONSENT JUDGMENT**

21 No party may apply to the Court to enforce this Consent Judgment, unless that Party has first
22 provided 30 days written notice ("Notice Period") pursuant to Section 12 of this Consent
23 Judgment to the other Party of any alleged violations of this Consent Judgment. Additionally,
24 the Parties agree to meet and confer to resolve any alleged violations of this Consent Judgment
25 during the 30 day notice period, and further agree not to apply to the Court to enforce this
26 Consent Judgment until expiration of the Notice Period.

1 **6. MODIFICATION OF CONSENT JUDGMENT**

2 **6.1** This Consent Judgment may be modified only (i) by written stipulation of the
3 Parties or pursuant to Section 6 and (ii) upon entry by the Court of a modified consent
4 judgment.

5 **6.2** If RIVALUS seeks to modify this Consent Judgment under Section 6.1, then
6 RIVALUS 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 RIVALUS within thirty days of receiving the Notice of Intent. If ERC
9 notifies RIVALUS 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 RIVALUS 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 **6.3** In the event that RIVALUS initiates or otherwise requests a modification under
18 Section 6.1, and the meet and confer process leads to a joint motion or application of the
19 Consent Judgment, RIVALUS 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 **6.4** 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. retention of jurisdiction, enforcement of consent

24 **7. JUDGMENT**

25 **7.1** This Court shall retain jurisdiction of this matter to enforce, modify or
26 terminate this Consent Judgment.

27 **7.2** If ERC alleges that any Covered Product fails to qualify as a Reformulated
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1 Covered Product (for which ERC alleges that no warning has been provided), then ERC shall
2 inform RIVALUS in a reasonably prompt manner of its test results, including information
3 sufficient to permit RIVALUS to identify the Covered Products at issue. RIVALUS shall,
4 within thirty days following such notice, provide ERC with testing information, from an
5 independent third-party laboratory meeting the requirements of Sections 3.4.1 and 3.4.2,
6 demonstrating RIVALUS' compliance with the Consent Judgment, if warranted. The Parties
7 shall first attempt to resolve the matter prior to ERC taking any further legal action.

8 **8. APPLICATION OF CONSENT JUDGMENT**

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

16 **9. BINDING EFFECT, CLAIMS COVERED AND RELEASED**

17 **9.1** This Consent Judgment is a full, final, and binding resolution between ERC, on
18 behalf of itself and in the public interest, and RIVALUS and its respective officers, directors,
19 shareholders, members, employees, agents, parent companies, subsidiaries, divisions, affiliates,
20 suppliers, franchisees, licensees, customers (not including private label customers of
21 RIVALUS), distributors, wholesalers, retailers, and all other upstream and downstream entities
22 in the distribution chain of any Covered Product, and the predecessors, successors and assigns
23 of any of them (collectively, "Released Parties"), from any and all claims, actions, causes of
24 action, suits, demands, liabilities, damages, penalties, fees, costs and expenses asserted, or that
25 could have been asserted from the handling, use, or consumption of the Covered Products, as to
26 any alleged violation of Proposition 65 or its implementing regulations arising from the failure
27 to provide Proposition 65 warnings on the Covered Products regarding lead or cadmium up to

1 and including the Effective Date.

2 **9.2** ERC on its own behalf only, on one hand, and RIVALUS on its own behalf
3 only, on the other, further waive and release any and all claims they may have against each
4 other for all actions or statements made or undertaken in the course of seeking or opposing
5 enforcement of Proposition 65 in connection with the Notice or Complaint up through and
6 including the Effective Date, provided, however, that nothing in Section 8 shall affect or limit
7 any Party's right to seek to enforce the terms of this Consent Judgment.

8 **9.3** It is possible that other claims not known to the Parties arising out of the facts
9 alleged in the Notice or the Complaint and relating to the Covered Products will develop or be
10 discovered. ERC on behalf of itself only, on one hand, and RIVALUS, on the other hand,
11 acknowledge that this Consent Judgment is expressly intended to cover and include all such
12 claims up through the Effective Date, including all rights of action therefore. ERC and
13 RIVALUS acknowledge that the claims released in Sections 8.1 and 8.2 above may include
14 unknown claims, and nevertheless waive California Civil Code section 1542 as to any such
15 unknown claims. California Civil Code section 1542 reads as follows:

16 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
17 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
18 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.

19 ERC on behalf of itself only, on the one hand, and RIVALUS, on the other hand, acknowledge
20 and understand the significance and consequences of this specific waiver of California Civil
21 Code section 1542. Furthermore, ERC expressly agrees that any RIVALUS products
22 purchased or being investigated, as of the date of this Consent Judgment, by ERC, or its
23 officers, directors, shareholders, members, employees, agents, parent companies, subsidiaries,
24 divisions, and affiliates, shall fall within the scope of this release, and ERC therefore agrees
25 that any Proposition 65 claims relating to such products shall be barred by the release in this
26 Section. This Section in no way prevents ERC from enforcing the terms of this Consent
27 Judgment.

1 9.4 Compliance with the terms of this Consent Judgment shall be deemed to
2 constitute compliance with Proposition 65 by any releasee regarding alleged exposures to lead
3 or cadmium in the Covered Products as set forth in the Notice and the Complaint.

4 9.5 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 RIVALUS'
6 products other than the Covered Products.

7 **10. 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 **11. 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 **12. 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 via first-class mail. Courtesy copies via
16 email may also be sent.

17 **FOR ENVIRONMENTAL RESEARCH CENTER, INC.:**

18 Chris Heptinstall, Executive Director, Environmental Research Center
19 3111 Camino Del Rio North, Suite 400
20 San Diego, CA 92108
21 Tel: (619) 500-3090
22 Email: chris_erc501c3@yahoo.com

23 With a copy to:

24 WILLIAM F. WRAITH
25 WRAITH LAW
26 24422 Avenida de la Carlota, Suite 400
27 Laguna Hills, CA 92653
28 Tel: (949) 452-1234
Fax: (949) 452-1102

1 NUTRIVO, LLC, individually and doing business
as RIVALUS and RIVALUS, INC.

2
3 Lon Messenger
4 Nutrivo, LLC
5 1785 N. Edgelawn Drive
6 Aurora, IL 60506

7 With a copy to:

8 MELISSA A. JONES
9 BAO M. VU
10 STOEL RIVES LLP
11 500 Capitol Mall, Suite 1600
12 Sacramento, CA 95814
13 Telephone: (916) 447-0700
14 Facsimile: (916) 447-4781
15 Email: melissa.jones@stoel.com
16 bao.vu@stoel.com

17 13. COURT APPROVAL

18 13.1 Upon execution of this Consent Judgment by the Parties, ERC shall notice a
19 Motion for Court Approval. The Parties shall use their best efforts to support entry of this
20 Consent Judgment.

21 13.2 If the California Attorney General objects to any term in this Consent Judgment,
22 the Parties shall use their best efforts to resolve the concern in a timely manner, and if possible
23 prior to the hearing on the motion.

24 13.3 If this Stipulated Consent Judgment is not approved by the Court, it shall be
25 void and have no force or effect.

26 14. EXECUTION AND COUNTERPARTS

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

15. DRAFTING

The terms of this Consent Judgment have been reviewed by the respective counsel for each
Party prior to its signing, and each Party has had an opportunity to fully discuss the terms and

1 conditions with legal counsel. The Parties agree that, in any subsequent interpretation and
2 construction of this Consent Judgment, no inference, assumption, or presumption shall be drawn,
3 and no provision of this Consent Judgment shall be construed against any Party, based on the fact
4 that one of the Parties and/or one of the Parties' legal counsel prepared and/or drafted all or any
5 portion of the Consent Judgment. It is conclusively presumed that all of the Parties participated
6 equally in the preparation and drafting of this Consent Judgment.

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

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

17 **17. ENTIRE AGREEMENT, AUTHORIZATION**

18 **17.1** This Consent Judgment contains the sole and entire agreement and
19 understanding of the Parties with respect to the entire subject matter herein, and any and all
20 prior discussions, negotiations, commitments and understandings related hereto. No
21 representations, oral or otherwise, express or implied, other than those contained herein have
22 been made by any Party. No other agreements, oral or otherwise, unless specifically referred to
23 herein, shall be deemed to exist or to bind any Party.

24 **17.2** Each signatory to this Consent Judgment certifies that he or she is fully
25 authorized by the Party he or she represents to stipulate to this Consent Judgment. Except as
26 explicitly provided herein, each Party shall bear its own fees and costs.

1 **18. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF**
2 **CONSENT JUDGMENT**

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

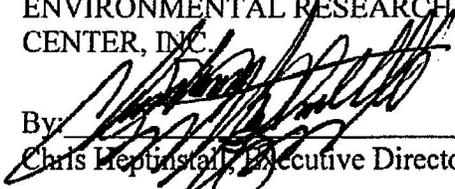
6 (1) Find that the terms and provisions of this Consent Judgment represent a fair and
7 equitable settlement of all matters raised by the allegations of the Complaint, that the matter has
8 been diligently prosecuted, and that the public interest is served by such settlement; and

9 (2) Make the findings pursuant to California Health and Safety Code section
10 25249.7(f)(4), approve the Settlement, and approve this Consent Judgment.

11
12 **IT IS SO STIPULATED:**

13 Dated: 7/19/, 2016

ENVIRONMENTAL RESEARCH
CENTER, INC.

By: 
Chris Hepinstall, Executive Director

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16
17 Dated: 7/20, 2016

NUTRIVO, LLC, individually and doing
business as RIVALUS and RIVALUS, INC.

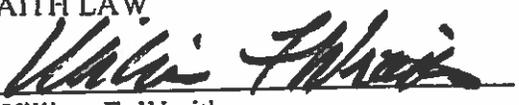
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By: LON HESSERTER
Its: CFO

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APPROVED AS TO FORM:

Dated: 7/21, 2016

WRAITH LAW

By: 

William F. Wraith
Attorney for Plaintiff Environmental
Research Center, Inc.

Dated: _____, 2016

STOEL RIVES LLP

By: _____

Melissa A. Jones
Bao M. Vu
Attorneys for Defendant Nutrivo, LLC,
individually and doing business as
Rivalus and Rivalus, Inc.

ORDER AND JUDGMENT

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

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: _____, 2016

Judge of the Superior Court

1 **APPROVED AS TO FORM:**

2 Dated: _____, 2016

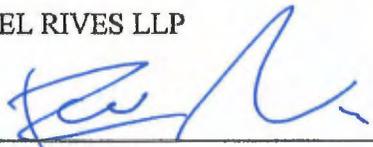
WRAITH LAW

3 By: _____

4 William F. Wraith
5 Attorney for Plaintiff Environmental
6 Research Center, Inc.

7 Dated: July 20, 2016

STOEL RIVES LLP

8 By:  _____

9 Melissa A. Jones
10 Bao M. Vu
11 Attorneys for Defendant Nutrivo, LLC,
12 individually and doing business as
13 Rivalus and Rivalus, Inc.

14 **ORDER AND JUDGMENT**

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

17 IT IS SO ORDERED, ADJUDGED AND DECREED.

18 Dated: _____, 2016

19 _____
20 Judge of the Superior Court