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6 Attorneys for Plaintiff
ENVIRONMENTAL RESEARCH CENTER, INC.

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11 Attorneys for Defendants
12 WEIDER GLOBAL NUTRITION, LLC,
WEIDER HEALTH AND FITNESS and
13 WEIDER GLOBAL NUTRITION II, LLC

14
15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 COUNTY OF ALAMEDA
17

18 ENVIRONMENTAL RESEARCH CENTER,) CASE NO. RG 15784036
INC., a non-profit California corporation,)
19 Plaintiff,) **STIPULATED CONSENT JUDGMENT**
20 v.) Health & Safety Code § 25249.5 et seq.
21 WEIDER GLOBAL NUTRITION, LLC, a) Action Filed: August 31, 2015
Nevada limited liability company, WEIDER) Trial Date: None Set
22 HEALTH AND FITNESS, a Nevada)
23 corporation, and WEIDER GLOBAL)
NUTRITION II, LLC, a Nevada limited)
24 liability company,)
25 Defendants.)

1 **1. INTRODUCTION**

2 1.1 On August 31, 2015, Plaintiff Environmental Research Center, Inc. (“ERC”), a
3 non-profit corporation, as a private enforcer, and in the public interest, initiated this action by
4 filing a Complaint for Injunctive Relief and Civil Penalties (the “Complaint”) pursuant to the
5 provisions of California Health and Safety Code section 25249.5 et seq. (“Proposition 65”),
6 against WEIDER GLOBAL NUTRITION, LLC, WEIDER HEALTH AND FITNESS, and
7 WEIDER GLOBAL NUTRITION II, LLC (collectively, “Weider”). In this action, ERC alleges
8 that a number of products manufactured, distributed or sold by Weider contain lead (1-12 below)
9 or both lead and cadmium (product number (3) below), which are chemicals listed under
10 Proposition 65 as carcinogens and reproductive toxins, and expose consumers to these chemicals
11 at a level requiring a Proposition 65 warning. These products (referred to hereinafter
12 individually as a “Covered Product” or collectively as “Covered Products”) are:

- 13 (1) Weider Global Nutrition LLC WFit Nutrition VO2-100
- 14 (2) Weider Global Nutrition LLC 100% Whey Double Chocolate
- 15 (3) Weider Global Nutrition LLC Dynamic Weight Gainer Smooth Chocolate
- 16 (4) Weider Global Nutrition LLC Anabolic Mass Gainer Mega Mass 2000
- 17 Creamy Vanilla
- 18 (5) Weider Global Nutrition LLC Red Yeast Rice Plus
- 19 (6) Weider Global Nutrition LLC Garcinia Cambogia
- 20 (7) Weider Global Nutrition LLC Dynamic Muscle Builder Smooth Chocolate
- 21 (8) Weider Global Nutrition LLC Dynamic Muscle Builder Creamy Vanilla
- 22 (9) Weider Global Nutrition LLC Anabolic Mass Gainer Mega Mass 2000
- 23 Smooth Chocolate
- 24 (10) Weider Global Nutrition LLC Anabolic Mass Gainer Mega Mass 4000
- 25 Creamy Vanilla
- 26 (11) Weider Global Nutrition LLC Anabolic Mass Gainer Mega Mass 4000
- 27 Smooth Chocolate
- 28 (12) Weider Global Nutrition LLC 100% Whey Chocolate Caramel Coconut

1 1.2 ERC is a California non-profit corporation dedicated to, among other causes,
2 helping safeguard the public from health hazards by reducing the use and misuse of hazardous
3 and toxic chemicals, facilitating a safe environment for consumers and employees, and
4 encouraging corporate responsibility.

5 1.3 For purposes of this Consent Judgment, the parties agree that Weider is a business
6 entity that has employed ten or more persons at all times relevant to this action, and qualify as a
7 “person in the course of business” within the meaning of Proposition 65. Weider Global Nutrition,
8 LLC manufactures, distributes and sells the Covered Products.

9 1.4 ERC and Weider are referred to individually as a “Party” or collectively as the
10 “Parties.”

11 1.5 The Complaint is based on allegations contained in ERC’s Notice of Violation
12 dated April 10, 2015, that was served on the California Attorney General, other public enforcers,
13 and Weider (“Notice”). A true and correct copy of the Notice is attached as Exhibit A and is
14 hereby incorporated by reference. More than 60 days have passed since the Notice was mailed
15 and uploaded to the Attorney General’s website, and no designated governmental entity has filed
16 a complaint against Weider with regard to the Covered Products or the alleged violations.

17 1.6 ERC’s Notice and Complaint allege that use of the Covered Products exposes
18 persons in California to lead and cadmium without first providing clear and reasonable warnings
19 in violation of California Health and Safety Code section 25249.6. Weider denies all material
20 allegations contained in the Notice and Complaint.

21 1.7 The Parties have entered into this Consent Judgment in order to settle,
22 compromise and resolve disputed claims and thus avoid prolonged and costly litigation. Nothing
23 in this Consent Judgment shall constitute or be construed as an admission by any of the Parties,
24 or by any of their respective officers, directors, shareholders, employees, agents, parent
25 companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers,
26 distributors, wholesalers, or retailers. Except for the representations made above, nothing in this
27 Consent Judgment shall be construed as an admission by the Parties of any fact, issue of law, or
28

1 violation of law, nor shall compliance with this Consent Judgment be construed as an admission
2 by the Parties of any fact, issue of law, or violation of law, at any time, for any purpose.

3 **1.8** Except as expressly set forth herein, nothing in this Consent Judgment shall
4 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
5 other or future legal proceeding unrelated to these proceedings.

6 **1.9** The Effective Date of this Consent Judgment is the date on which it is entered as a
7 Judgment by this Court.

8 **2. JURISDICTION AND VENUE**

9 For purposes of this Consent Judgment and any further court action that may become
10 necessary to enforce this Consent Judgment, the Parties stipulate that this Court has subject
11 matter jurisdiction over the allegations of violations contained in the Complaint, personal
12 jurisdiction over Weider as to the acts alleged in the Complaint, that venue is proper in Alameda
13 County, and that this Court has jurisdiction to enter this Consent Judgment as a full and final
14 resolution of all claims up through and including the Effective Date which were or could have
15 been asserted in this action based on the facts alleged in the Notice and Complaint.

16 **3. INJUNCTIVE RELIEF, REFORMULATION AND WARNINGS**

17 **3.1** Beginning on the Effective Date, Weider shall be permanently enjoined from
18 manufacturing for sale in the State of California, "Distributing into the State of California," or
19 directly selling in the State of California, any Covered Product which exposes a person to a
20 "Daily Lead Exposure Level" of more than 0.5 micrograms per day of lead or a "Daily Cadmium
21 Exposure Level" of more than 4.10 micrograms per day of cadmium when the maximum
22 suggested dose is taken as directed on the Covered Product's label, unless the requirements
23 under Section 3.2 are satisfied.

24 **3.1.1** As used in this Consent Judgment, the term "Distributing into the State of
25 California" shall mean to directly ship a Covered Product into California for sale in California or
26 to sell a Covered Product to a distributor that Weider knows will sell the Covered Product in
27 California.

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1 3.1.2 For purposes of this Consent Judgment, the “Daily Lead Exposure Level”
2 and “Daily Cadmium Exposure Level” shall be measured in micrograms, and shall be calculated
3 using the following formula: micrograms of lead or cadmium per gram of product, multiplied by
4 grams of product per serving of the product (using the largest serving size appearing on the
5 product label), multiplied by servings of the product per day (using the largest number of
6 servings in a recommended dosage appearing on the product label), which equals micrograms of
7 lead or cadmium exposure per day.

8 3.1.3 For the purposes of this Consent Judgment and determining Weider’s
9 compliance with Proposition 65, Weider shall be afforded a naturally occurring allowance of up
10 to one (1) part per million of lead for any cocoa powder in the Covered Products, pursuant to the
11 letter dated September 28, 2001 from the Attorney General to Roger Lane Carrick and Michele
12 Corash. If Weider seeks to utilize the cocoa allowance, it must provide ERC with the amount of
13 cocoa in each of the Covered Products for which it seeks to use the allowance prior to the
14 Effective Date.

15 **3.2 Clear and Reasonable Warnings**

16 3.2.1 If Weider is required to provide a warning pursuant to Section 3.1, the
17 following warning must be utilized:

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

21 Weider shall use the phrase “cancer and” in the warning only if the maximum daily dose
22 recommended on the label contains more than 15 micrograms of lead.

23 The warning shall be securely affixed to or printed upon the container or label of each
24 Covered Product. In addition for Covered Products sold over Weider’s website, the warning
25 shall appear on Weider’s checkout page on its website when a California shipping address is
26 provided by the customer. The warning shall be at least the same size as the largest of any other
27 health or safety warnings also appearing on its website or on the label or container and the word
28 “WARNING” shall be in all capital letters and in bold print.

1 3.2.2 Weider shall send a letter from Weider to each current distributor and
2 retailer supplying Covered Products that require a warning as set forth above, with a signature
3 acknowledgement block, apprising the distributor and retailer of how they must comply with
4 Proposition 65 for the Covered Products. Weider will provide ERC with a copy of the original
5 letter and signed letters upon ERC's written request within 30 days of such request. This
6 provision does not apply if the warning set forth in Section 3.2.1 is affixed to or on the product
7 label of the Covered Products.

8 **3.3 Reformulated Covered Products**

9 A Reformulated Covered Product is one for which the Daily Lead Exposure Level or
10 Daily Cadmium Exposure Level when the maximum suggested dose is taken as directed on the
11 Reformulated Covered Product's label, contains no more than 0.5 micrograms of lead per day or
12 4.1 micrograms of cadmium per day as determined by Section 3.1.2.

13 **4. SETTLEMENT PAYMENT**

14 4.1 In full satisfaction of all potential civil penalties, payment in lieu of civil
15 penalties, attorney's fees, and costs, Weider shall make a total payment of \$80,000.00 ("Total
16 Settlement Amount") to ERC no later than 10 days after the Notice of Entry of the Consent
17 Judgment. Weider shall make this payment by wire transfer to ERC's escrow account, for which
18 ERC will give Weider the necessary account information. The Total Settlement Amount shall be
19 apportioned as follows:

20 4.2 \$17,474.00 shall be considered a civil penalty pursuant to California Health and
21 Safety Code §25249.7(b)(1). ERC shall remit 75% (\$13,105.50) of the civil penalty to the
22 Office of Environmental Health Hazard Assessment ("OEHHA") for deposit in the Safe
23 Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety
24 Code §25249.12(c). ERC will retain the remaining 25% (\$4,368.50) of the civil penalty.

25 4.3 \$7,992.13 shall be distributed to Environmental Research Center as
26 reimbursement to ERC for reasonable costs incurred in bringing this action; and \$13,182.83 shall
27 be distributed to ERC in lieu of further civil penalties, for the day-to-day business activities such
28 as (1) continued enforcement of Proposition 65, which includes, but is not limited to, work

1 analyzing, researching and testing consumer products that may contain Proposition 65 chemicals,
2 focusing on the same or similar type of ingestible products that are the subject matter of the
3 current action; (2) the continued monitoring of past consent judgments and settlements to ensure
4 companies are in compliance with Proposition 65; and (3) giving a donation of \$660.00 to
5 Natural Resource Defense Council to address reducing toxic chemical exposures in California.

6 4.4 \$25,000.00 shall be distributed to Lozeau Drury LLP as reimbursement of ERC's
7 attorney's fees, while \$16,351.04 shall be distributed to ERC for its in-house legal fees.

8 5. MODIFICATION OF CONSENT JUDGMENT

9 5.1 This Consent Judgment may be modified only (i) by written stipulation of the
10 Parties or pursuant to Section 5.4 and (ii) upon entry by the Court of a modified consent
11 judgment.

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

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

27 5.4 Where the meet-and-confer process does not lead to a joint motion or application
28 in support of a modification of the Consent Judgment, then either Party may seek judicial relief

1 on its own. In such a situation, the prevailing party may seek to recover costs and reasonable
2 attorney's fees. As used in the preceding sentence, the term "prevailing party" means a party
3 who is successful in obtaining relief more favorable to it than the relief that the other party was
4 amenable to providing during the Parties' good faith attempt to resolve the dispute that is the
5 subject of the modification.

6 **6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT**
7 **JUDGMENT**

8 **6.1** This Court shall retain jurisdiction of this matter to enforce, modify or terminate
9 this Consent Judgment.

10 **6.2** 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 Weider in a reasonably prompt manner of its test results, including information sufficient
13 to permit Weider to identify the Covered Products at issue. Weider shall, within thirty (30) days
14 following such notice, provide ERC with information demonstrating Weider's compliance with
15 the Consent Judgment, if warranted. The Parties shall first attempt to resolve the matter prior to
16 ERC taking any further legal action.

17 **7. APPLICATION OF CONSENT JUDGMENT**

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

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

25 **8.1** This Consent Judgment is a full, final, and binding resolution between ERC, on
26 behalf of itself and in the public interest, and Weider. ERC, on behalf of itself and in the public
27 interest, hereby discharges Weider and its respective officers, directors, shareholders, employees,
28 agents, parent companies, subsidiaries, divisions, affiliates, suppliers, franchisees, licensees,

1 customers (not including private label customers of Weider), distributors, wholesalers, retailers
2 and all other upstream and downstream entities in the distribution chain of any Covered Product,
3 and the predecessors, successors, and assigns of any of them (collectively "Released Parties")
4 from any and all claims, actions, causes of action, suits, demands, liabilities, damages, penalties,
5 fees, costs and expenses asserted, or that could have been asserted, as to any alleged violation of
6 Proposition 65 or its implementing regulations arising from the failure to provide Proposition 65
7 warnings on the Covered Products regarding lead and cadmium up to and including the Effective
8 Date.

9 8.2 ERC on its own behalf only, on one hand, and Weider on its own behalf only, on
10 the other, further waive and release any and all claims they may have against each other for all
11 actions or statements made or undertaken in the course of seeking or opposing enforcement of
12 Proposition 65 in connection with the Notice or Complaint up through and including the
13 Effective Date, provided, however, that nothing in Section 8 shall affect or limit any Party's right
14 to seek to enforce the terms of this Consent Judgment.

15 8.3 It is possible that other claims not known to the Parties arising out of the facts
16 alleged in the Notice or the Complaint and relating to the Covered Products will develop or be
17 discovered. ERC on behalf of itself only, on one hand, and Weider, on the other hand,
18 acknowledge that this Consent Judgment is expressly intended to cover and include all such
19 claims up through the Effective Date, including all rights of action therefore. ERC and Weider
20 acknowledge that the claims released in Sections 8.1 and 8.2 above may include unknown
21 claims, and nevertheless waive California Civil Code section 1542 as to any such unknown
22 claims. California Civil Code section 1542 reads as follows:

23 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
24 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
25 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.

26 ERC on behalf of itself only, on the one hand, and Weider, on the other hand, acknowledge and
27 understand the significance and consequences of this specific waiver of California Civil Code
28 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 releasee regarding alleged exposures to lead
3 and cadmium 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 Weider'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
10 affected.

11 **10. GOVERNING LAW**

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

14 **11. PROVISION OF NOTICE**

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

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

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

26 With a copy to:

27 Douglas Chermak
28 Lozeau Drury LLP
410 12th Street, Suite 250
Oakland, CA 94607
Tel: (510) 821-3474
Email: doug@lozeaudrury.com

WEIDER GLOBAL NUTRITION, LLC, WEIDER HEALTH AND FITNESS, and

1 **WEIDER GLOBAL NUTRITION II, LLC:**

2 David Neeley, COO
3 Weider Global Nutrition LLC
2212 East Williams Field Road, Suite 230
4 Gilbert, AZ 85295

5 With a copy to:

6 Margaret Carew Toledo
7 Peg Carew Toledo, Law Corporation
3001 Douglas Blvd., Suite 340
8 Roseville, CA 95661-3853
Telephone: (916) 462-8950
Facsimile: (916) 791-0175
Email: peg@toledolawcorp.com

9 **12. COURT APPROVAL**

10 **12.1** Upon execution of this Consent Judgment by the Parties, ERC shall notice a
11 Motion for Court Approval. The Parties shall use their best efforts to support entry of this
12 Consent Judgment.

13 **12.2** If the California Attorney General objects to any term in this Consent Judgment,
14 the Parties shall use their best efforts to resolve the concern in a timely manner, and if possible
15 prior to the hearing on the motion.

16 **12.3** If this Stipulated Consent Judgment is not approved by the Court, it shall be void
17 and have no force or effect.

18 **13. EXECUTION AND COUNTERPARTS**

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

22 **14. DRAFTING**

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

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

28 If a dispute arises with respect to either Party's compliance with the terms of this Consent

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

9 **16. ENTIRE AGREEMENT, AUTHORIZATION**

10 **16.1** This Consent Judgment contains the sole and entire agreement and understanding
11 of the Parties with respect to the entire subject matter herein, and any and all prior discussions,
12 negotiations, commitments and understandings related hereto. No representations, oral or
13 otherwise, express or implied, other than those contained herein have been made by any Party. No
14 other agreements, oral or otherwise, unless specifically referred to herein, shall be deemed to exist
15 or to bind any Party.

16 **16.2** Each signatory to this Consent Judgment certifies that he or she is fully authorized
17 by the Party he or she represents to stipulate to this Consent Judgment. Except as explicitly
18 provided herein, each Party shall bear its own fees and costs.

19 **17. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF**
20 **CONSENT JUDGMENT**

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

24 (1) Make the findings pursuant to California Health and Safety Code section
25 25249.7(f)(4), approve the Settlement, and approve this Consent Judgment.

26 **IT IS SO STIPULATED:**

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Dated: 12/29, 2015

ENVIRONMENTAL RESEARCH
CENTER, INC.

By: [Signature]
Its: EXECUTIVE DIRECTOR

Dated: _____, 2015

WEIDER GLOBAL NUTRITION, LLC

By: _____
Its: _____

Dated: 12/29, 2015

WEIDER HEALTH AND FITNESS

By: [Signature]
Its: SECRETARY

Dated: _____, 2015

WEIDER GLOBAL NUTRITION II, LLC

By: _____
Its: _____

APPROVED AS TO FORM:

Dated: 12/29, 2015

LOZEAU DRURY LLP

By: [Signature]
Douglas J. Chermak
Attorneys for Plaintiff
Environmental Research Center, Inc.

Dated: December 29, 2015

PEG CAREW TOLEDO, LAW
CORPORATION

By: [Signature]
Margaret Carew Toledo
Attorneys for Defendants
Weider Global Nutrition, LLC,
Weider Health and Fitness, and
Weider Global Nutrition II, LLC

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Dated: 12/29, 2015

ENVIRONMENTAL RESEARCH
CENTER, INC.

By: [Signature]
Its: EXECUTIVE DIRECTOR

Dated: 12/30, 2015

WEIDER GLOBAL NUTRITION, LLC

By: [Signature]
Its: COO-CFO

Dated: _____, 2015

WEIDER HEALTH AND FITNESS

By: _____
Its: _____

Dated: 12/30, 2015

WEIDER GLOBAL NUTRITION II, LLC

By: [Signature]
Its: COO-CFO

APPROVED AS TO FORM:

Dated: 29 Dec., 2015

LOZEAU DRURY LLP

By: [Signature]
Douglas J. Chermak
Attorneys for Plaintiff
Environmental Research Center, Inc.

Dated: December 29, 2015

PEG CAREW TOLEDO, LAW
CORPORATION

By: [Signature]
Margaret Carew Toledo
Attorneys for Defendants
Weider Global Nutrition, LLC,
Weider Health and Fitness, and
Weider Global Nutrition II, LLC

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ORDER AND JUDGMENT

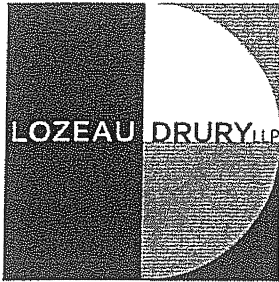
Based upon the Parties' Stipulation, and good cause appearing, this Consent Judgment is approved and Judgment is hereby entered according to its terms.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: _____, 2015

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
Weider Global Nutrition, LLC
2212 East Williams Field Road, Suite 230
Gilbert, AZ 85295

Current CEO or President
Weider Global Nutrition, LLC
2002 South 5070 West
Salt Lake City, UT 84104

Current CEO or President
Weider Global Nutrition, LLC
1235 269th Avenue Southeast
Sammamish, WA 98075

Current CEO or President
Weider Global Nutrition II, LLC
2212 East Williams Field Road, Suite 230
Gilbert, AZ 85295

Current CEO or President
Weider Health and Fitness
20750 Ventura Boulevard, Suite 310
Woodland Hills, CA 91364

Current CEO or President
Weider Health and Fitness
21100 Erwin Street
Woodland Hills, CA 91367

Current CEO or President
Weider Health and Fitness
2212 East Williams Field Road, Suite 230
Gilbert, AZ 85295

VIA CERTIFIED MAIL

Current CEO or President
Weider Health and Fitness, LLC
2212 East Williams Field Road, Suite 230
Gilbert, AZ 85295

Current CEO or President
Weider Nutrition International Holdings, Inc.
2212 East Williams Field Road, Suite 230
Gilbert, AZ 85295

Current CEO or President
Weider Nutrition International Holdings, Inc.
2002 South 5070 West
Salt Lake City, UT 84104

David Neeley
(Weider Global Nutrition, LLC's
Registered Agent for Service of Process)
2212 East Williams Field Road, Suite 230
Gilbert, AZ 85295

The Corporation Trust Company of Nevada
(Weider Global Nutrition, LLC's
Registered Agent for Service of Process)
311 South Division Street
Carson City, NV 89703

GKL Registered Agents/Filings, Inc.
(Weider Global Nutrition II, LLC's
Registered Agent for Service of Process)
3064 Silver Sage Drive, Suite 150
Carson City, NV 89701

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

April 10, 2015

Page 2

Bernard Cartoon
(Weider Health and Fitness' Registered
Agent for Service of Process)
20750 Ventura Boulevard, Suite 310
Woodland Hills, CA 91364

VIA ONLINE SUBMISSION

Office of the California Attorney General

VIA PRIORITY MAIL

National Registered Agents, Inc.
(Weider Health and Fitness, LLC's
Registered Agent for Service of Process)
160 Greentree Drive, Suite 101
Dover, DE 19904

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

The Prentice-Hall Corporation System, Inc.
(Weider Nutrition International Holdings,
Inc.'s Registered Agent for Service of Process)
2711 Centerville Road, Suite 400
Wilmington, DE 19808

The Corporation Trust Company of Nevada
(Weider Health and Fitness' Registered Agent
for Service of Process)
311 South Division Street
Carson City, NV 89703

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

Dear Addressees:

I represent Environmental Research Center, Inc. ("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 names of the Companies covered by this notice that violated Proposition 65 (hereinafter the "Violators") are:

**Weider Global Nutrition, LLC
Weider Health and Fitness, LLC
Weider Health and Fitness**

Weider Nutrition International Holdings, Inc.
Weider Global Nutrition II, LLC

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

1. **Weider Global Nutrition LLC WFit Nutrition VO2-100 - Lead**
2. **Weider Global Nutrition LLC 100% Whey Double Chocolate - Lead**
3. **Weider Global Nutrition LLC Dynamic Weight Gainer Smooth Chocolate – Lead, Cadmium**
4. **Weider Global Nutrition LLC Anabolic Mass Gainer Mega Mass 2000 Creamy Vanilla - Lead**
5. **Weider Global Nutrition LLC Red Yeast Rice Plus - Lead**
6. **Weider Global Nutrition LLC Garcinia Cambogia - Lead**
7. **Weider Global Nutrition LLC Dynamic Muscle Builder Smooth Chocolate - Lead**
8. **Weider Global Nutrition LLC Dynamic Muscle Builder Creamy Vanilla - Lead**
9. **Weider Global Nutrition LLC Anabolic Mass Gainer Mega Mass 2000 Smooth Chocolate - Lead**
10. **Weider Global Nutrition LLC Anabolic Mass Gainer Mega Mass 4000 Creamy Vanilla - Lead**
11. **Weider Global Nutrition LLC Anabolic Mass Gainer Mega Mass 4000 Smooth Chocolate - Lead**
12. **Weider Global Nutrition LLC 100% Whey Chocolate Caramel Coconut- 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. Cadmium was officially listed as a chemical known to cause developmental toxicity and male reproductive toxicity on May 1, 1997 while Cadmium and Cadmium Compounds were listed as chemicals known to the State of California to cause cancer on October 1, 1987.

This letter is a notice to each of the Violators and the appropriate governmental authorities of the Proposition 65 violations concerning the listed products. This notice covers all violations of Proposition 65 involving the Violators 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 each of the Violators.

Each of the Violators has manufactured, marketed, distributed, and/or sold the listed products, which have exposed and continue to expose numerous individuals within California to the identified chemicals, lead and cadmium. 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 and cadmium 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 and cadmium. The method of warning should be a warning that appears on the product's label. Each of the

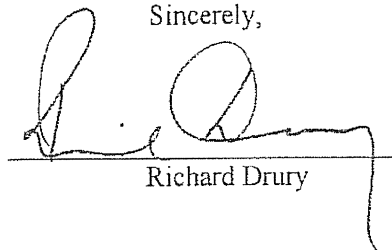
Notice of Violations of California Health & Safety Code §25249.5 *et seq.*
April 10, 2015
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Violators violated Proposition 65 because they failed to provide an appropriate warning to persons using and/or handling these products that they are being exposed to lead and cadmium. Each of these ongoing violations has occurred on every day since April 10, 2012, 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 each of the Violators agrees in an enforceable written instrument to: (1) reformulate the listed products so as to eliminate further exposures to the identified chemicals; (2) pay an appropriate civil penalty; and (3) provide clear and reasonable warnings compliant with Proposition 65 to all persons located in California who purchased the above products in the last three years. 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,



Richard Drury

Attachments

Certificate of Merit
Certificate of Service
OEHHA Summary (to Weider Global Nutrition, LLC; Weider Health and Fitness, LLC;
Weider Health and Fitness; Weider Nutrition International Holdings, Inc.; Weider Global
Nutrition II, LLC and their Registered Agents for Service of Process only)
Additional Supporting Information for Certificate of Merit (to AG only)

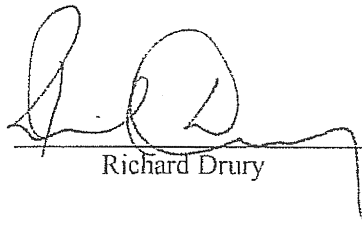
CERTIFICATE OF MERIT

Re: Environmental Research Center, Inc.'s Notice of Proposition 65 Violations by Weider Global Nutrition, LLC; Weider Health and Fitness, LLC; Weider Health and Fitness; Weider Nutrition International Holdings, Inc.; and Weider Global Nutrition II, LLC

I, Richard Drury, declare:

1. This Certificate of Merit accompanies the attached sixty-day notice in which it is alleged the parties identified in the notice violated California Health & Safety Code Section 25249.6 by failing to provide clear and reasonable warnings.
2. I am an attorney for the noticing party.
3. I have consulted with one or more persons with relevant and appropriate experience or expertise who have reviewed facts, studies, or other data regarding the exposure to the listed chemicals that are the subject of the notice.
4. Based on the information obtained through those consultants, and on other information in my possession, I believe there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a credible basis that all elements of the plaintiff's case can be established and that the information did not prove that the alleged Violators will be able to establish any of the affirmative defenses set forth in the statute.
5. Along with the copy of this Certificate of Merit served on the Attorney General is attached additional factual information sufficient to establish the basis for this certificate, including the information identified in California Health & Safety Code §25249.7(h)(2), i.e., (1) the identity of the persons consulted with and relied on by the certifier, and (2) the facts, studies, or other data reviewed by those persons.

Dated: April 10, 2015


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 10, 2015, 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
Weider Global Nutrition, LLC
2212 East Williams Field Road
Suite 230
Gilbert, AZ 85295

Bernard Cartoon
(Weider Health and Fitness' Registered
Agent for Service of Process)
20750 Ventura Boulevard, Suite 310
Woodland Hills, CA 91364

Current CEO or President
Weider Global Nutrition, LLC
2002 South 5070 West
Salt Lake City, UT 84104

National Registered Agents, Inc.
(Weider Health and Fitness, LLC's
Registered Agent for Service of Process)
160 Greentree Drive, Suite 101
Dover, DE 19904

Current CEO or President
Weider Global Nutrition, LLC
1235 269th Avenue Southeast
Sammamish, WA 98075

The Prentice-Hall Corporation System, Inc.
(Weider Nutrition International Holdings,
Inc.'s Registered Agent for Service of Process)
2711 Centerville Road, Suite 400
Wilmington, DE 19808

Current CEO or President
Weider Global Nutrition II, LLC
2212 East Williams Field Road
Suite 230
Gilbert, AZ 85295

The Corporation Trust Company of Nevada
(Weider Health and Fitness' Registered Agent
for Service of Process)
311 South Division Street
Carson City, NV 89703

Current CEO or President
Weider Health and Fitness
20750 Ventura Boulevard, Suite 310
Woodland Hills, CA 91364

Current CEO or President
Weider Health and Fitness, LLC
2212 East Williams Field Road, Suite 230
Gilbert, AZ 85295

Current CEO or President
Weider Health and Fitness
21100 Erwin Street
Woodland Hills, CA 91367

Current CEO or President
Weider Nutrition International Holdings, Inc.
2212 East Williams Field Road, Suite 230
Gilbert, AZ 85295

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

April 10, 2015

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Current CEO or President
Weider Health and Fitness
2212 East Williams Field Road
Suite 230
Gilbert, AZ 85295

Current CEO or President
Weider Nutrition International Holdings, Inc.
2002 South 5070 West
Salt Lake City, UT 84104

The Corporation Trust Company of
Nevada
(Weider Global Nutrition, LLC's
Registered Agent for Service of
Process)
311 South Division Street
Carson City, NV 89703

David Neeley
(Weider Global Nutrition, LLC's
Registered Agent for Service of Process)
2212 East Williams Field Road, Suite 230
Gilbert, AZ 85295

GKL Registered Agents/Filings, Inc.
(Weider Global Nutrition II, LLC's
Registered Agent for Service of
Process)
3064 Silver Sage Drive, Suite 150
Carson City, NV 89701

On April 10, 2015, I verified 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)** were served on the following party when a true and correct copy thereof was uploaded 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 10, 2015, 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 10, 2015, in Fort Oglethorpe, Georgia.



Tiffany Capehart

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

April 10, 2015

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Service List

District Attorney, Alameda County
1225 Fallon Street, Suite 900
Oakland, CA 94612

District Attorney, Los Angeles County
210 West Temple Street, Suite 18000
Los Angeles, CA 90012

District Attorney, San Diego County
330 West Broadway, Suite 1300
San Diego, CA 92101

District Attorney, Tuolumne County
423 N. Washington Street
Sonora, CA 95370

District Attorney, Alpine County
P.O. Box 248
Markleeville, CA 96120

District Attorney, Madera County
209 West Yosemite Avenue
Madera, CA 93637

District Attorney, San Francisco County
850 Bryant Street, Suite 322
San Francisco, CA 94103

District Attorney, Ventura County
800 South Victoria Ave, Suite 314
Ventura, CA 93009

District Attorney, Amador County
708 Court Street
Jackson, CA 95642

District Attorney, Marin County
3501 Civic Center Drive, Room 130
San Rafael, CA 94903

District Attorney, San Joaquin County
222 E. Weber Ave. Rm. 202
Stockton, CA 95202

District Attorney, Yolo County
301 2nd 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., 3rd 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,
16th 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
Post Office Box 720
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 4th 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 12th 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, 2nd 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