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

14 **ENVIRONMENTAL RESEARCH**
15 **CENTER, INC., a California non-profit**
16 **corporation**

17 **Plaintiff,**

18 **vs.**

19 **ATHLETIC GREENS (USA), INC. and**
20 **DOES 1-100**

21 **Defendants.**

CASE NO. RG15791200

STIPULATED CONSENT
JUDGMENT

Health & Safety Code § 25249.5 *et seq.*

Action Filed: October 28, 2015
Trial Date: None set

22 **I. INTRODUCTION**

23 **1.1** On October 28, 2015, Plaintiff Environmental Research Center, Inc. ("ERC"), a
24 non-profit corporation, as a private enforcer, and in the public interest, initiated this action by
25 filing 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 Athletic Greens (USA), Inc. and Does 1-100 (collectively "Athletic
28 Greens"). In this action, ERC alleges that one of the products manufactured, distributed or

1 sold by Athletic Greens contains lead, a chemical listed under Proposition 65 as a carcinogen
2 and reproductive toxin, and exposes consumers to this chemical at a level requiring a
3 Proposition 65 warning. This product (referred to hereinafter as a "Covered Product" is:
4 "Athletic Greens (USA) Inc. Athletic Greens Premium Superfood Cocktail."

5 **1.2** ERC and Athletic Greens are hereinafter referred to individually as a "Party" or
6 collectively as the "Parties."

7 **1.3** ERC is a California non-profit corporation dedicated to, among other causes,
8 helping safeguard the public from health hazards by reducing the use and misuse of hazardous
9 and toxic chemicals, facilitating a safe environment for consumers and employees, and
10 encouraging corporate responsibility.

11 **1.4** For purposes of this Consent Judgment, the Parties agree that Athletic Greens is a
12 business entity that has employed ten or more persons at all times relevant to this action, and
13 qualifies as a "person in the course of business" within the meaning of Proposition 65. Athletic
14 Greens manufactures, distributes and sells the Covered Product.

15 **1.5** The Complaint is based on allegations contained in ERC's Notice of Violation
16 dated June 15, 2015, that was served on the California Attorney General, other public
17 enforcers, and Athletic Greens ("Notice"). A true and correct copy of the Notice is attached as
18 Exhibit A and is hereby incorporated by reference. More than 60 days have passed since the
19 Notice was mailed and uploaded to the Attorney General's website, and no designated
20 governmental entity has filed a complaint against Athletic Greens with regard to the Covered
21 Product or the alleged violations.

22 **1.6** ERC's Notice and Complaint allege that use of the Covered Product exposes
23 persons in California to lead without first providing clear and reasonable warnings in violation
24 of California Health and Safety Code section 25249.6. Athletic Greens denies all material
25 allegations contained in the Notice and Complaint.

26 **1.7** The Parties have entered into this Consent Judgment in order to settle,
27 compromise and resolve disputed claims and thus avoid prolonged and costly litigation.
28 Nothing in this Consent Judgment shall constitute or be construed as an admission by any of

1 the Parties, or by any of their respective officers, directors, shareholders, employees, agents,
2 parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers,
3 distributors, wholesalers, or retailers. Except for the representations made above, nothing in
4 this Consent Judgment shall be construed as an admission by the Parties of any fact, issue of
5 law, or violation of law, nor shall compliance with this Consent Judgment be construed as an
6 admission by the Parties of any fact, issue of law, or violation of law, at any time, for any
7 purpose.

8 **1.8** Except as expressly set forth herein, nothing in this Consent Judgment shall
9 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
10 other or future legal proceeding unrelated to these proceedings.

11 **1.9** The Effective Date of this Consent Judgment is the date on which Plaintiff gives
12 notice to Defendant of entry of Judgment after this Consent Judgment is entered as a Judgment
13 by this Court.

14 **2. JURISDICTION AND VENUE**

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

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

23 **3.1** Beginning on the Effective Date, Athletic Greens shall be permanently enjoined
24 from manufacturing for sale in the State of California, "Distributing into the State of
25 California," or directly selling in the State of California, any Covered Product which exposes a
26 person to a "Daily Lead Exposure Level" of more than 0.5 micrograms per day of lead when
27 the maximum suggested dose is taken as directed on the Covered Product's label, unless it
28 meets the warning requirements under Section 3.2.

1 **3.1.1** As used in this Consent Judgment, the term “Distributing into the State
2 of California” shall mean to directly ship a Covered Product into California for sale in
3 California or to sell a Covered Product to a distributor that Athletic Greens knows will sell the
4 Covered Product in California.

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

11 **3.2 Clear and Reasonable Warnings**

12 If Athletic Greens is required to provide a warning pursuant to Section 3.1, the following
13 warning (the “Warning”) must be utilized:

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

16 Athletic Greens shall use the phrase “cancer and” in the Warning only if the maximum daily dose
17 recommended on the label contains more than 15 micrograms of lead as determined pursuant to
18 the quality control methodology set forth in Section 3.4. The terms “Proposition 65” and “lead,”
19 indicated in brackets above, are optional.

20 Athletic Greens shall provide the Warning on at least one of the following: 1) on the
21 container, cap, or label of each Covered Product; 2) on Athletic Greens’ checkout page on their
22 website for California consumers; 3) on Athletic Greens’ insert in boxes of Covered Products
23 shipped to California; or 4) on Athletic Greens’ packing list in boxes of Covered Products
24 shipped to California.

25 For a Warning appearing on the checkout page, insert, or packing list, Athletic Greens
26 shall identify with an asterisk (or some other identifying method) each product to which the
27 Warning applies and Athletic Greens shall not include a Warning that does not identify (with an
28 asterisk or some other identifying method) the product to which the Warning applies.

1 For a Warning appearing on the container, cap, or label of the Covered Product, the
2 Warning shall be securely affixed to or printed upon the container, cap, or label of the Covered
3 Product. The Warning shall be displayed with such conspicuousness, as compared with other
4 words, statements, or design of the label, container or cap, as applicable, to render the Warning
5 likely to be read and understood by an ordinary individual under customary conditions of
6 purchase or use of the product. The Warning appearing on the label, container, or cap shall be at
7 least the same size as the largest of any other health or safety warnings correspondingly
8 appearing on the label, container, or cap, as applicable, of such product, and the word
9 “WARNING” shall be in all capital letters and in bold print.

10 If Athletic Greens provides the Warning in an insert, Athletic Greens shall provide one
11 insert Warning for each Covered Product in a box or one insert warning that lists all of the
12 Covered Products in the box. The insert Warning will be a minimum of 5 inches x 7 inches. If
13 Athletic Greens provides the Warning in a packing list, the packing list shall identify each
14 Covered Product with an asterisk, and the Warning must be present on the front of the packing
15 list. If a Warning is provided in an insert or packing list, the Covered Products may be returned
16 by the consumer for a refund within 30 days of the invoice date if the consumer references the
17 Warning as a reason for the return. If Athletic Greens provides the Warning in an insert, the
18 Warning must be present on the front of the insert.

19 **3.3 Reformulated Covered Products**

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

24 **3.4 Testing and Quality Control Methodology**

25 **3.4.1** Athletic Greens shall not sell the Covered Product to consumers in
26 California without complying with the warning requirements specified in Section 3.2 unless
27 test results from three randomly selected samples of the Covered Product, in the form intended
28 for sale to the end-user, demonstrate that no warning is required for the Covered Product. If

1 Athletic Greens changes ingredient suppliers for the Covered Product and/or reformulates the
2 Covered Product, Athletic Greens shall test that Covered Product after such change is made and
3 shall comply with the warning requirements unless three randomly selected samples of the
4 Covered Product show that Proposition 65 warnings are not required.

5 **3.4.2** For purposes of measuring the “Daily Lead Exposure Level,” the highest
6 lead detection result of the three (3) randomly selected samples of the Covered Product will be
7 controlling.

8 **3.4.3** All testing pursuant to this Consent Judgment shall be performed using a
9 laboratory method that complies with the performance and quality control factors appropriate
10 for the method used, including limit of detection, qualification, accuracy, and precision that
11 meets the following criteria: Inductively Coupled Plasma-Mass Spectrometry (“ICP-MS”)
12 achieving a limit of quantification of less than or equal to 0.010 mg/kg or any other testing
13 method subsequently agreed to in writing by the Parties.

14 **3.4.4** All testing pursuant to this Consent Judgment shall be performed by an
15 independent third party laboratory certified by the California Environmental Laboratory
16 Accreditation Program or an independent third-party laboratory that is registered with the
17 United States Food & Drug Administration.

18 **3.4.5** Nothing in this Consent Judgment shall limit Athletic Greens’ ability to
19 conduct, or require that others conduct, additional testing of the Covered Product, including the
20 raw materials used in their manufacture.

21 **3.5 Sell Through Period.** Notwithstanding anything else in this Consent
22 Judgment, Athletic Greens’ Covered Products that were manufactured prior to the Effective Date
23 shall be subject to the release of liability pursuant to Section 8 of this Consent Judgment, without
24 regard to when such Covered Products were, or are in the future, distributed or sold to
25 consumers. As a result, the obligations of Athletic Greens as set forth in this Consent Judgment,
26 including but not limited to Section 3, do not apply to these products manufactured prior to the
27 Effective Date.

1 **4. SETTLEMENT PAYMENT**

2 **4.1** In full satisfaction of all potential civil penalties, payment in lieu of civil
3 penalties, attorney’s fees, and costs, Athletic Greens shall make a total payment of \$78,500.00
4 (“Total Settlement Amount”) to ERC within 10 days of the Effective Date. Athletic Greens
5 shall make this payment by wire transfer to ERC’s escrow account, for which ERC will give
6 Athletic Greens the necessary account information. The Total Settlement Amount shall be
7 apportioned as follows:

8 **4.2** \$38,828.00 shall be considered a civil penalty pursuant to California Health and
9 Safety Code §25249.7(b)(1). ERC shall remit 75% (\$29,121.00) of the civil penalty to the
10 Office of Environmental Health Hazard Assessment (“OEHHA”) for deposit in the Safe
11 Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety
12 Code §25249.12(c). ERC will retain the remaining 25% (\$9,707.00) of the civil penalty.

13 **4.3** \$1,413.00 shall be distributed to ERC as reimbursement to ERC for reasonable
14 costs incurred in bringing this action.

15 **4.4** \$29,274.23 shall be distributed to ERC in lieu of further civil penalties, for the
16 day-to-day business activities such as (1) continued enforcement of Proposition 65, which
17 includes work, analyzing, researching and testing consumer products that may contain
18 Proposition 65 chemicals, focusing on the same or similar type of ingestible products that are
19 the subject matter of the current action; (2) the continued monitoring of past consent judgments
20 and settlements to ensure companies are in compliance with Proposition 65; and (3) giving a
21 donation of \$1,463.00 to the Center For Environmental Health to address reducing toxic
22 chemical exposures in California.

23 **4.5** \$575.00 shall be distributed to Ryan Hoffman as reimbursement of ERC’s
24 attorney’s fees, while \$8,409.77 shall be distributed to ERC for its in-house legal fees.

25 **5. MODIFICATION OF CONSENT JUDGMENT**

26 **5.1** This Consent Judgment may be modified only (i) by written stipulation of the
27 Parties or pursuant to Section 5.4 and (ii) upon entry by the Court of a modified consent
28 judgment.

1 **5.2** If Athletic Greens seeks to modify this Consent Judgment under Section 5.1,
2 then Athletic Greens must provide written notice to ERC of its intent (“Notice of Intent”). If
3 ERC seeks to meet and confer regarding the proposed modification in the Notice of Intent, then
4 ERC must provide written notice to Athletic Greens within thirty days of receiving the Notice
5 of Intent. If ERC notifies Athletic Greens in a timely manner of ERC’s intent to meet and
6 confer, then the Parties shall meet and confer in good faith as required in this Section. The
7 Parties shall meet in person or via telephone within thirty (30) days of ERC’s notification of its
8 intent to meet and confer. Within thirty days of such meeting, if ERC disputes the proposed
9 modification, ERC shall provide to Athletic Greens a written basis for its position. The Parties
10 shall continue to meet and confer for an additional thirty (30) days in an effort to resolve any
11 remaining disputes. Should it become necessary, the Parties may agree in writing to different
12 deadlines for the meet-and-confer period.

13 **5.3** In the event that Athletic Greens initiates or otherwise requests a modification
14 under Section 5.1 for its primary benefit, and the meet and confer process leads to a joint
15 motion or application of the Consent Judgment at Athletic Greens’ request, then Athletic Greens
16 shall reimburse ERC its costs and reasonable attorney’s fees for the time spent in the meet-and-
17 confer process and filing and arguing the motion or application, provided that ERC must
18 inform Athletic Greens of its anticipated attorney’s fees and costs prior to any such motion or
19 application, and such anticipated amount shall be the maximum amount of attorney’s fees and
20 costs for which Athletic Greens shall be required to reimburse ERC without prior written
21 approval from Athletic Greens.

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

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

13 **7. APPLICATION OF CONSENT JUDGMENT**

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

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

21 **8.1** This Consent Judgment is a full, final, and binding resolution between ERC, on
22 behalf of itself and in the public interest, and Athletic Greens and its respective officers,
23 directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates,
24 suppliers, franchisees, licensees, customers (not including private label customers of Athletic
25 Greens), distributors, wholesalers, retailers, and all other upstream and downstream entities in
26 the distribution chain of any Covered Product, and the predecessors, successors and assigns of
27 any of them (collectively, "Released Parties"), from any and all claims, actions, causes of
28 action, suits, demands, liabilities, damages, penalties, fees, costs and expenses asserted, or that

1 could have been asserted from the handling, use, or consumption of the Covered Product, as to
2 any alleged violation of Proposition 65 or its implementing regulations arising from the failure
3 to provide Proposition 65 warnings on the Covered Product regarding lead up to and including
4 the Effective Date.

5 **8.2** ERC on its own behalf only, on one hand, and Athletic Greens on its own behalf
6 only, on the other, further waive and release any and all claims they may have against each
7 other for all actions or statements made or undertaken in the course of seeking or opposing
8 enforcement of Proposition 65 in connection with the Notice or Complaint up through and
9 including the Effective Date, provided, however, that nothing in Section 8 shall affect or limit
10 any Party's right to seek to enforce the terms of this Consent Judgment.

11 **8.3** It is possible that other claims not known to the Parties arising out of the facts
12 alleged in the Notice or the Complaint and relating to the Covered Product will develop or be
13 discovered. ERC on behalf of itself only, on one hand, and Athletic Greens, on the other hand,
14 acknowledge that this Consent Judgment is expressly intended to cover and include all such
15 claims up through the Effective Date, including all rights of action therefore. ERC and Athletic
16 Greens acknowledge that the claims released in Sections 8.1 and 8.2 above may include
17 unknown claims, and nevertheless waive California Civil Code section 1542 as to any such
18 unknown claims. California Civil Code section 1542 reads as follows:

19 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
20 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
21 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF
22 KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS
23 OR HER SETTLEMENT WITH THE DEBTOR.

24 ERC on behalf of itself only, on the one hand, and Athletic Greens, on the other hand,
25 acknowledge and understand the significance and consequences of this specific waiver of
26 California Civil Code section 1542.

27 **8.4** Compliance with the terms of this Consent Judgment shall be deemed to
28 constitute compliance with Proposition 65 by any releasee regarding alleged exposures to lead
in the Covered Product as set forth in the Notice and the Complaint.

1 8.5 Nothing in this Consent Judgment is intended to apply to any of Athletic
2 Greens' products other than the Covered Product.

3 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

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

6 **10. GOVERNING LAW**

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

9 **11. PROVISION OF NOTICE**

10 All notices required to be given to either Party to this Consent Judgment by the other shall
11 be in writing and sent to the following agents listed below via first-class mail. Courtesy copies via
12 email may also be sent.

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

14 Chris Heptinstall, Executive Director, Environmental Research Center
15 3111 Camino Del Rio North, Suite 400
16 San Diego, CA 92108
17 Tel: (619) 500-3090
18 Email: chris_erc501c3@yahoo.com
19 With a copy to:

20 Anne Barker
21 Environmental Research Center, Inc.
22 3111 Camino Del Rio North, Suite 400
23 San Diego, CA 92108
24 Telephone: (619) 500-3090
25 Facsimile: (706) 858-0326

26 Michael Freund
27 Ryan Hoffman
28 Michael Freund & Associates
29 1919 Addison Street, Suite 105
30 Berkeley, CA 94704
31 Telephone: (510) 540-1992
32 Facsimile: (510) 540-5543

33 **ATHLETIC GREENS (USA), INC.**

34 Chris Ashenden
35 Athletic Greens (USA), Inc
36 3064 SILVER SAGE DR STE 150
37 CARSON CITY

1 NV 89701
2 Telephone: (888) 390-6049
3 chris@athleticgreens.com

4 **12. COURT APPROVAL**

5 **12.1** Upon execution of this Consent Judgment by the Parties, ERC shall notice a
6 Motion for Court Approval. The Parties shall use their best efforts to support entry of this
7 Consent Judgment.

8 **12.2** If the California Attorney General objects to any term in this Consent Judgment,
9 the Parties shall use their best efforts to resolve the concern in a timely manner, and if possible
10 prior to the hearing on the motion.

11 **12.3** If this Stipulated Consent Judgment is not approved by the Court, it shall be
12 void and have no force or effect.

13 **13. EXECUTION AND COUNTERPARTS**

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

17 **14. DRAFTING**

18 The terms of this Consent Judgment have been reviewed by the respective counsel for each
19 Party prior to its signing, and each Party has had an opportunity to fully discuss the terms and
20 conditions with legal counsel. The Parties agree that, in any subsequent interpretation and
21 construction of this Consent Judgment, no inference, assumption, or presumption shall be drawn,
22 and no provision of this Consent Judgment shall be construed against any Party, based on the fact
23 that one of the Parties and/or one of the Parties' legal counsel prepared and/or drafted all or any
24 portion of the Consent Judgment. It is conclusively presumed that all of the Parties participated
25 equally in the preparation and drafting of this Consent Judgment.

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

27 If a dispute arises with respect to either Party's compliance with the terms of this Consent
28 Judgment entered by the Court, the Parties shall meet in person or by telephone and endeavor to

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

8 **16. ENTIRE AGREEMENT, AUTHORIZATION**

9 **16.1** This Consent Judgment contains the sole and entire agreement and
10 understanding of the Parties with respect to the entire subject matter herein, and any and all
11 prior discussions, negotiations, commitments and understandings related hereto. No
12 representations, oral or otherwise, express or implied, other than those contained herein have
13 been made by any Party. No other agreements, oral or otherwise, unless specifically referred to
14 herein, shall be deemed to exist or to bind any Party.

15 **16.2** Each signatory to this Consent Judgment certifies that he or she is fully
16 authorized by the Party he or she represents to stipulate to this Consent Judgment. Except as
17 explicitly provided herein, each Party shall bear its own fees and costs.

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

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

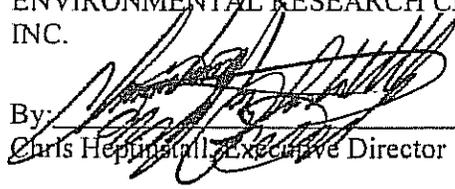
23 (1) Find that the terms and provisions of this Consent Judgment represent a fair and
24 equitable settlement of all matters raised by the allegations of the Complaint, that the matter has
25 been diligently prosecuted, and that the public interest is served by such settlement; and

26 (2) Make the findings pursuant to California Health and Safety Code section
27 25249.7(f)(4), approve the Settlement, and approve this Consent Judgment.

1 **IT IS SO STIPULATED:**

2 Dated: 11/11, 2015

ENVIRONMENTAL RESEARCH CENTER,
INC.

By: 
Chris Hepinstall, Executive Director

6 Dated: 11/4, 2015

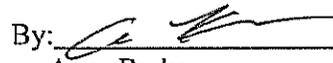
ATHLETIC GREENS (USA), INC.

By: 
Chris Ashenden
Its: President

10 **APPROVED AS TO FORM:**

11 Dated: 11/6, 2015

ENVIRONMENTAL RESEARCH CENTER,
INC.

By: 
Anne Barker
In-house Counsel for Plaintiff
Environmental Research Center, Inc.

23 **ORDER AND JUDGMENT**

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

26 IT IS SO ORDERED, ADJUDGED AND DECREED.

28 Dated: _____, 2015

Judge of the Superior Court