

1 WILLIAM F. WRAITH, SBN 185927
WRAITH LAW
2 24422 Avenida de la Carlota, Suite 400
3 Laguna Hills, CA 92653
4 Tel: (949) 452-1234
Fax: (949) 452-1102

5 Attorney for Plaintiff
ENVIRONMENTAL RESEARCH CENTER, INC

6
7 J. NOAH HAGEY, SBN 262331
J. TOBIAS ROWE, SBN 305596
8 BRAUNHAGEY & BORDEN LLP
351 California Street, 10th Floor
9 San Francisco, CA 94104
10 Telephone: (415) 599-0210
Email: rowe@braunhagey.com

11 Attorneys for Defendant
12 GRENADE (UK) LTD.

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **COUNTY OF ALAMEDA**

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

18 Plaintiff,

19 v.

20 GRENADE (UK) LTD. and DOES 1-25,
21 Inclusive,

22 Defendants.

CASE NO. RG16825048

**STIPULATED CONSENT
JUDGMENT**

Health & Safety Code § 25249.5 *et seq.*

Action Filed: July 28, 2016

Trial Date: None set

23
24 **1. INTRODUCTION**

25 **1.1** On July 28, 2016, Plaintiff Environmental Research Center, Inc. (“ERC”), a non-
26 profit corporation, as a private enforcer and in the public interest, initiated this action by filing a
27 Complaint for Injunctive Relief and Civil Penalties (the “Complaint”) pursuant to the provisions
28 of California Health and Safety Code section 25249.5 *et seq.* (“Proposition 65”), against

1 GRENADE (UK) LTD. (“GRENADE”) and DOES 1-25. In this action, ERC alleges that a
2 number of products manufactured, packaged, distributed, marketed and/or sold by GRENADE
3 contain lead, a chemical listed under Proposition 65 as a carcinogen and reproductive toxin, and
4 expose consumers to this chemical at a level requiring a Proposition 65 warning. These products
5 (referred to hereinafter individually as a “Covered Product” or collectively as “Covered
6 Products”) are:

- 7 1. Grenade US Grenade Hydra 6 Chocolate Charge
- 8 2. Grenade US Grenade Hydra 6 Strawberry Siege
- 9 3. Grenade Thermo Detonator
- 10 4. Grenade (US) Grenade .50 Caliber K.O. Punch
- 11 5. Grenade (US) Grenade .50 Caliber Orange Onslaught
- 12 6. Grenade USA LLC Grenade Carb Killa Caramel Chaos (also known as
13 Grenade Carb Killa High Protein Bar Caramel Chaos Flavor)
- 14 7. Grenade Carb Killa High Protein Bar White Chocolate Cookie Flavor
- 15 8. Grenade Carb Killa High Protein Bar Chocolate Chip Cookie Dough Flavor
- 16 9. Grenade Carb Killa High Protein Bar Jaffa Quake Chocolate Orange Flavor
- 17 10. Grenade Carb Killa High Protein Bar Peanut Nutter Flavor
- 18 11. Grenade Carb Killa High Protein Bar Chocolate Crunch Flavor
- 19 12. Grenade Carb Killa High Protein Bar Chocolate Cream Flavor
- 20 13. Grenade Carb Killa Brownie

21 1.2 ERC and GRENADE are hereinafter referred to individually as a “Party” or
22 collectively as the “Parties.”

23 1.3 ERC is a 501 (c)(3) California non-profit corporation dedicated to, among other
24 causes, helping safeguard the public from health hazards by reducing the use and misuse of
25 hazardous and toxic chemicals, facilitating a safe environment for consumers and employees,
26 and encouraging corporate responsibility.

27 1.4 For purposes of this Consent Judgment, the Parties agree that GRENADE is a
28 business entity that has employed ten or more persons at all times relevant to this action, and

1 qualifies as a “person in the course of doing business” in relation to the Covered Products within
2 the meaning of Proposition 65.

3 **1.5** The Complaint is based on allegations contained in ERC’s Notices of Violation
4 dated December 16, 2015 and January 13, 2016 that were served on the California Attorney
5 General, other public enforcers, and GRENADE (the “First and Second Notices”). True and
6 correct copies of the First and Second Notices dated December 16, 2015 and January 13, 2016
7 are attached hereto as **Exhibits A and B**, respectively, and each is incorporated herein by
8 reference. More than 60 days have passed since the First and Second Notices were served on
9 the Attorney General, public enforcers, and GRENADE and no designated governmental entity
10 has filed a complaint against GRENADE with regard to the Covered Products or the alleged
11 violations. On the date of filing, the Complaint covered allegations against Covered Products
12 numbered 1-6.

13 **1.6** ERC shall file an Amended Complaint on or after November 27, 2018 which
14 extends the allegations in the Complaint to Covered Products numbered 7-13. In addition to
15 applying to Covered Products numbered 1-6, this Consent Judgment shall apply to Covered
16 Products numbered 7-13, effective 60 days after the service of the 60 Day Notice of Violation
17 for products numbered 7-13 (the “Third Notice”), which Third Notice was served on the
18 California Attorney General, other public enforcers, and GRENADE on September 25, 2018,
19 provided no public enforcer is diligently pursuing the allegations set forth in the Third Notice.
20 A copy of the Third Notice is attached hereto as **Exhibit C**. The First and Second Notices and
21 the Third Notice are collectively referred to as the “Notices.”) ERC agrees that, at the time the
22 Motion to Approve this Consent Judgment is heard, more than 60 days will have passed since
23 all of the Notices were served on the Attorney General, public enforcers, and GRENADE.

24 **1.7** ERC’s Notices, Complaint and Amended Complaint, upon filing, allege that use
25 of the Covered Products exposes persons in California to lead without first providing clear and
26 reasonable warnings in violation of California Health and Safety Code section 25249.6.

27 GRENADE denies all material allegations contained in the Notices, Complaint and, upon filing,
28 the Amended Complaint.

1 **1.8** The Parties have entered into this Consent Judgment in order to settle,
2 compromise, and resolve disputed claims and thus avoid prolonged and costly litigation.
3 Nothing in this Consent Judgment nor compliance with this Consent Judgment shall constitute or
4 be construed as an admission by any of the Parties or by any of their respective officers,
5 directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, franchisees,
6 licensees, customers, suppliers, distributors, wholesalers, or retailers of any fact, issue of law, or
7 violation of law.

8 **1.9** 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 current or future legal proceeding unrelated to these proceedings.

11 **1.10** The Effective Date of this Consent Judgment is the date on which it is entered as
12 a Judgment by this Court.

13 **2. JURISDICTION AND VENUE**

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

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

23 **3.1** Beginning on the Effective Date, GRENADE shall be permanently enjoined
24 from marketing any Covered Products in the State of California, manufacturing for sale in the
25 State of California, "Distributing into the State of California," or directly selling in the State of
26 California, any Covered Products which expose a person to a "Daily Lead Exposure Level" of
27 more than 0.5 micrograms of lead per day unless it meets the warning requirements under
28 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 GRENADE knows or has reason to
4 know will sell the 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 recommended daily servings appearing on
10 the label), which equals micrograms of lead exposure per day, *minus* the “Naturally Occurring
11 Lead” (defined below) as outlined in Section 3.1.3, which equals micrograms of lead exposure
12 per day. If the label contains no recommended daily servings, then the number of
13 recommended daily servings shall be one.

14 **3.1.3** In calculating the Daily Lead Exposure Level for a Covered Product,
15 GRENADE shall be allowed to deduct the amount of lead which is deemed Naturally Occurring
16 Lead in any ingredient listed in **Table 1** (Lead Ingredient) that is contained in that Covered
17 Product under the following conditions: (a) GRENADE itself or from its Lead Ingredient
18 supplier shall obtain either (i) a valid test result showing lead is present in the Lead Ingredient at
19 a specific concentration or in a range; or (ii) a certificate of analysis or certificate of compliance
20 that sets a maximum or average range or tolerance for lead in the Lead Ingredient at a specific
21 concentration or in a range delivered within twelve (12) months of the Effective Date; and (b)
22 GRENADE shall document the total amount (in grams) of each Lead Ingredient contained in the
23 Covered Product. If the documentation obtained pursuant to Section 3.1.3(a) and (b) documents
24 the presence of lead in any Lead Ingredient in **Table 1**, GRENADE shall be entitled to deduct
25 the amount of the Naturally Occurring Lead for that Lead Ingredient, as listed in **Table 1**. If the
26 Covered Product does not contain a Lead Ingredient listed in **Table 1**, GRENADE shall not be
27 entitled to a deduction for the Naturally Occurring Lead in **Table 1** for that Covered Product.
28

1 To deduct the Naturally Occurring Lead in any Covered Product for purposes of
2 determining the Daily Lead Exposure Level under this Consent Judgment, as provided in this
3 Section 3.1.3, GRENADE shall provide to ERC, within thirty (30) days after the first anniversary
4 of the Effective Date, the documentation required under Section 3.1.3(a)-(c). Thereafter, for
5 three (3) additional consecutive anniversaries after the Effective Date, if GRENADE deducts
6 Naturally Occurring Lead in a Lead Ingredient in calculating the Daily Lead Exposure Level,
7 GRENADE shall provide to ERC, within thirty (30) days after each such anniversary date, the
8 documentation for each Lead Ingredient required under Section 3.1.3(a)-(c) for each such
9 applicable twelve (12) month period. GRENADE shall be entitled to redact such documentation
10 to avoid disclosing the identities of its suppliers.

11 ERC shall keep the information supplied pursuant to Section 3.1.3(a)-(c) and all test
12 results strictly confidential and shall not disclose such information or documents provided by
13 GRENADE to any third party, except as required by the terms of this Consent Judgment or by
14 compulsory legal process. If ERC receives a subpoena, discovery request, or any similar legal
15 process calling for disclosure of documents or information provided by GRENADE, it shall
16 promptly notify GRENADE and cooperate in any effort by GRENADE to resist such disclosure.

17 **TABLE 1**

INGREDIENT	NATURALLY OCCURRING AMOUNTS OF LEAD
Cocoa-powder	1.0 micrograms/gram
Chocolate Liquor	1.0 micrograms/gram
Cocoa Butter	0.1 micrograms/gram

22 **3.2 Clear and Reasonable Warnings**

23 If GRENADE is required to provide a warning pursuant to Section 3.1, the following
24 warning must be utilized (“Warning”):

25 **WARNING:** Consuming this product can expose you to chemicals including lead which is
26 [are] known to the State of California to cause [cancer and] birth defects or other
reproductive harm. For more information go to www.P65Warnings.ca.gov/food.

27 GRENADE shall use the phrase “cancer and” in the Warning if GRENADE has reason to believe
28 that the “Daily Lead Exposure Level” is greater than 15 micrograms of lead as determined

1 pursuant to the quality control methodology set forth in Section 3.4 or if GRENADE has reason to
2 believe that another Proposition 65 chemical is present which may require a cancer warning.

3 The Warning shall be securely affixed to or printed upon the container or label of each
4 Covered Product. If the Warning is provided on the label, it must be set off from other
5 surrounding information and enclosed in a box. In addition, for any Covered Product sold over
6 the internet, the Warning shall appear on the checkout page when a California delivery address is
7 indicated for any purchase of any Covered Product. An asterisk or other identifying method
8 must be utilized to identify which products on the checkout page are subject to the Warning. In
9 no event shall any internet or website Warning be contained in or made through a link.

10 The Warning shall be at least the same size as the largest of any other health or safety
11 warnings also appearing on its website or on the label or container of GRENADE's product
12 packaging and the word "WARNING" shall be in all capital letters and in bold print. No
13 statements intended to or likely to have the effect of diminishing the impact of, or reducing the
14 clarity of, the Warning on the average lay person shall accompany the Warning. Further, no
15 statements may accompany the Warning that state or imply that the source of the listed chemical
16 has an impact on or results in a less harmful effect of the listed chemical.

17 GRENADE must display the above Warning with such conspicuousness, as compared with
18 other words, statements or designs on the label or container, or on its website, if applicable, to
19 render the Warning likely to be read and understood by an ordinary individual under customary
20 conditions of purchase or use of the product.

21 3.3 Reformulated Covered Products

22 A Reformulated Covered Product is a Covered Product for which the "Daily Lead
23 Exposure Level" is no greater than 0.5 micrograms of lead per day as determined by the quality
24 control methodology described in Section 3.4.

25 3.4 Testing and Quality Control Methodology

26 3.4.1 Beginning within one year of the Effective Date, GRENADE shall
27 arrange for lead testing of the Covered Products at least once a year for a minimum of three
28 consecutive years by arranging for testing of five randomly selected samples of each of the

1 Covered Products, in the form intended for sale to the end-user, which GRENADE intends to
2 sell or is manufacturing for sale in California, directly selling to a consumer in California or
3 “Distributing into the State of California.” If tests conducted pursuant to this Section
4 demonstrate that no Warning is required for a Covered Product during each of three
5 consecutive years, then the testing requirements of this Section will no longer be required as to
6 that Covered Product.

7 **3.4.2** For purposes of measuring the “Daily Lead Exposure Level,” the
8 average lead detection result of the five (5) randomly selected samples of the Covered Products
9 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. If testing is performed
15 in a jurisdiction other than the United States and GRENADE is unable to secure testing from a
16 laboratory that meets these same performance and quality control factors, the testing shall be
17 performed using a laboratory method that complies with substantially equivalent performance
18 and quality control factors.

19 **3.4.4** All testing pursuant to this Consent Judgment shall be performed by an
20 independent third party laboratory certified by the California Environmental Laboratory
21 Accreditation Program, an independent third-party laboratory that is registered with the United
22 States Food & Drug Administration, or, if testing is performed in a jurisdiction other than the
23 United States and GRENADE is unable to secure testing from a laboratory that meets these
24 same registrations and/or certifications, by an independent third-party laboratory that is
25 registered and/or accredited by an equivalent governmental agency or standard-setting body.

26 **3.4.5** Nothing in this Consent Judgment shall limit GRENADE’s ability to
27 conduct, or require that others conduct, additional testing of the Covered Products, including
28 the raw materials used in their manufacture.

1 **3.4.6** Within thirty (30) days of ERC’s written request, GRENADE shall
2 deliver lab reports obtained pursuant to Section 3.4 to ERC. GRENADE shall retain all test
3 results and documentation for a period of three (3) years from the date of each test.

4 **4. SETTLEMENT PAYMENT**

5 **4.1** In full satisfaction of all potential civil penalties, additional settlement payments,
6 attorney’s fees, and costs, GRENADE shall make a total payment of \$125,000.00 (“Total
7 Settlement Amount”) according to the following payment schedule:

- 8 • Payment 1 -- \$20,833.33 within 5 days of the Effective Date (“Due Date”)
- 9 • Payment 2 -- \$20,833.33 within 35 days of the Effective Date (“Due Date”)
- 10 • Payment 3 -- \$20,833.33 within 65 days of the Effective Date (“Due Date”)
- 11 • Payment 4 -- \$20,833.33 within 95 days of the Effective Date (“Due Date”).
- 12 • Payment 5 -- \$20,833.33 within 125 days of the Effective Date (“Due Date”)
- 13 • Payment 6 -- \$20,833.35 within 155 days of the Effective Date (“Due Date”).

14 **4.2** GRENADE shall make these payments by wire transfer to ERC’s account, for
15 which ERC will give GRENADE the necessary account information. The Total Settlement
16 Amount shall be apportioned as follows:

17 **4.3** \$10,000.00 shall be considered a civil penalty pursuant to California Health and
18 Safety Code section 25249.7(b)(1). ERC shall remit 75% (\$7,500) of the civil penalty to the
19 Office of Environmental Health Hazard Assessment (“OEHHA”) for deposit in the Safe
20 Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety
21 Code section 25249.12(c). ERC will retain the remaining 25% (\$2,500) of the civil penalty.

22 **4.4** \$28,454.21 shall be distributed to ERC as reimbursement to ERC for reasonable
23 costs incurred in bringing this action.

24 **4.5** \$36,800.00 shall be distributed to William F. Wraith as reimbursement of ERC’s
25 attorney’s fees, while \$49,745.79 shall be distributed to ERC for its in-house legal fees. Except
26 as explicitly provided herein, each Party shall bear its own fees and costs.

27 **4.6** In the event that GRENADE fails to remit the Total Settlement Amount owed
28 under Section 4 of this Consent Judgment on or before the Due Date, GRENADE shall be

1 deemed to be in material breach of its obligations under this Consent Judgment. ERC shall
2 provide written notice of the delinquency to GRENADE via electronic mail. If GRENADE
3 fails to deliver the Total Settlement Amount within five (5) days from the written notice, the
4 Total Settlement Amount shall accrue interest at the statutory judgment interest rate provided in
5 the California Code of Civil Procedure section 685.010. Additionally, GRENADE agrees to
6 pay ERC's reasonable attorney's fees and costs for any efforts to collect the payment due under
7 this Consent Judgment.

8 **5. MODIFICATION OF CONSENT JUDGMENT**

9 **5.1** This Consent Judgment may be modified only as to injunctive terms (i) by
10 written stipulation of the Parties and upon entry by the Court of a modified consent judgment or
11 (ii) by motion of either Party pursuant to Section 5.3 or 5.4 and upon entry by the Court of a
12 modified consent judgment.

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

25 **5.3** In the event that GRENADE initiates or otherwise requests a modification under
26 Section 5.1, and the meet and confer process leads to a joint motion or application for a
27 modification of the Consent Judgment, GRENADE shall reimburse ERC its costs and
28

1 reasonable attorney's fees for the time spent in the meet-and-confer process and filing and
2 arguing the motion or application.

3 **5.4** Where the meet-and-confer process does not lead to a joint motion or
4 application in support of a modification of the Consent Judgment, then either Party may seek
5 judicial relief on its own. In any such contested court proceeding, ERC may seek costs and any
6 attorney's fees incurred in opposing the motion pursuant to California Code of Civil Procedure
7 section 1021.5.

8 **6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT**
9 **JUDGMENT**

10 **6.1** This Court shall retain jurisdiction of this matter to enforce, modify, or terminate
11 this Consent Judgment.

12 **6.2** If ERC alleges that any Covered Product fails to qualify as a Reformulated
13 Covered Product (for which ERC alleges that no Warning has been provided), then ERC shall
14 inform GRENADE in a reasonably prompt manner of its test results, including information
15 sufficient to permit GRENADE to identify the Covered Products at issue. GRENADE shall,
16 within thirty (30) days following such notice, provide ERC with testing information, from an
17 independent third-party laboratory meeting the requirements of Sections 3.4.3 and 3.4.4,
18 demonstrating GRENADE's compliance with the Consent Judgment. The Parties shall first
19 attempt to resolve the matter prior to ERC taking any further legal action.

20 **7. APPLICATION OF CONSENT JUDGMENT**

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

28 "Covered Private Label Products" are defined as private label products sold by

1 GRENADE whose ingredients are materially identical to any Covered Product under this Consent
2 Judgment. In order for GRENADE to include Covered Private Label Products within the scope of
3 this Consent Judgment, it must serve notice upon ERC identifying all Covered Private Label
4 Products within sixty (60) days of the Effective Date and annually thereafter. ERC shall maintain
5 the confidentiality of this information in accordance with Section 3.1.3, *supra*.

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

7 **8.1** This Consent Judgment is a full, final, and binding resolution between ERC,
8 on behalf of itself and in the public interest, and GRENADE and its respective officers,
9 directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, suppliers,
10 franchisees, licensees, customers (including purchasers of Covered Private Label Products, but
11 excluding any other private label customers), distributors, wholesalers, retailers, and all other
12 upstream and downstream entities in the distribution chain of any Covered Product, and the
13 predecessors, successors, and assigns of any of them (collectively, "Released Parties"). ERC,
14 on behalf of itself and in the public interest, hereby fully releases and discharges the Released
15 Parties from any and all claims, actions, causes of action, suits, demands, liabilities, damages,
16 penalties, fees, costs, and expenses asserted, or that could have been asserted from the
17 handling, use, or consumption of the Covered Products, as to any alleged violation of
18 Proposition 65 or its implementing regulations arising from the failure to provide Proposition
19 65 warnings on the Covered Products regarding lead up to and including the Effective Date.

20 **8.2** ERC on its own behalf only, and GRENADE on its own behalf only, further
21 waive and release any and all claims they may have against each other for all actions or
22 statements made or undertaken in the course of seeking or opposing enforcement of Proposition
23 65 in connection with the Notices, Complaint and Amended Complaint up through and
24 including the Effective Date, provided, however, that nothing in Section 8 shall affect or limit
25 any Party's right to seek to enforce the terms of this Consent Judgment.

26 **8.3** It is possible that other claims not known to the Parties, arising out of the facts
27 alleged in the Notices, Complaint and Amended Complaint, and relating to the Covered
28 Products, will develop or be discovered. ERC on behalf of itself only, and GRENADE on

1 behalf of itself only, acknowledge that this Consent Judgment is expressly intended to cover
2 and include all such claims up through and including the Effective Date, including all rights of
3 action therefore. ERC and GRENADE acknowledge that the claims released in Sections 8.1
4 and 8.2 above may include unknown claims, and nevertheless waive California Civil Code
5 section 1542 as to any such unknown claims. California Civil Code section 1542 reads as
6 follows:

7 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
8 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
9 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF
10 KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS
11 OR HER SETTLEMENT WITH THE DEBTOR.

12 ERC on behalf of itself only, and GRENADE on behalf of itself only, acknowledge and
13 understand the significance and consequences of this specific waiver of California Civil Code
14 section 1542.

15 **8.4** Compliance with the terms of this Consent Judgment shall be deemed to
16 constitute compliance with Proposition 65 by any releasee regarding alleged exposures to lead
17 in the Covered Products as set forth in the Notices, Complaint and the Amended Complaint.

18 **8.5** Nothing in this Consent Judgment is intended to apply to any occupational or
19 environmental exposures arising under Proposition 65, nor shall it apply to any of
20 GRENADE's products other than the Covered Products.

21 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

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

24 **10. GOVERNING LAW**

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

27 **11. PROVISION OF NOTICE**

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

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

2 Chris Heptinstall, Executive Director, Environmental Research Center
3 3111 Camino Del Rio North, Suite 400
4 San Diego, CA 92108
5 Telephone: (619) 500-3090
6 Email: chris_erc501c3@yahoo.com

7 With a copy to:

8 WILLIAM F. WRAITH
9 WRAITH LAW
10 24422 Avenida de la Carlota, Suite 400
11 Laguna Hills, CA 92653
12 Telephone: (949) 452-1234
13 Fax: (949) 452-1102

14 **FOR GRENADE (UK) LTD.:**

15 Grenade (UK) Ltd.
16 c/o Kyle Rowe
17 Grenade HQ
18 Marsh Lane, Hampton in Arden, Solihull, B92 0AJ
19 United Kingdom

20 With a copy to:

21 J. NOAH HAGEY
22 J. TOBIAS ROWE
23 BRAUNHAGEY & BORDEN LLP
24 351 California Street, 10th Floor
25 San Francisco, CA 94104-2711
26 Telephone: (415) 599-0210
27 Email: hagey@braunhagey.com
28 rowe@braunhagey.com

12 **12. COURT APPROVAL**

13 **12.1** Upon execution of this Consent Judgment by the Parties, ERC shall notice a
14 Motion for Court Approval. The Parties shall use their best efforts to support entry of this
15 Consent Judgment.

16 **12.2** If the California Attorney General objects to any term in this Consent Judgment,
17 the Parties shall use their best efforts to resolve the concern in a timely manner, and if possible
18 prior to the hearing on the motion.

1 **12.3** If this Stipulated Consent Judgment is not approved by the Court, it shall be
2 void and have no force or effect.

3 **13. EXECUTION AND COUNTERPARTS**

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

7 **14. DRAFTING**

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

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

17 If a dispute arises with respect to either Party's compliance with the terms of this Consent
18 Judgment entered by the Court, the Parties shall meet and confer in person, by telephone, and/or in
19 writing and endeavor to resolve the dispute in an amicable manner. No action or motion may be
20 filed in the absence of such a good faith attempt to resolve the dispute beforehand.

21 **16. ENFORCEMENT**

22 ERC may, by motion or order to show cause before the Superior Court of Alameda
23 County, enforce the terms and conditions contained in this Consent Judgment. In any action
24 brought by ERC to enforce this Consent Judgment, ERC may seek whatever fines, costs,
25 penalties, or remedies as are provided by law for failure to comply with the Consent Judgment.
26 To the extent the failure to comply with the Consent Judgment constitutes a violation of
27 Proposition 65 or other laws, ERC shall not be limited to enforcement of this Consent Judgment,
28 but may seek in another action whatever fines, costs, penalties, or remedies as are provided by

1 law for failure to comply with Proposition 65 or other laws.

2 **17. ENTIRE AGREEMENT, AUTHORIZATION**

3 **17.1** This Consent Judgment contains the sole and entire agreement and
4 understanding of the Parties with respect to the entire subject matter herein, and any and all
5 prior discussions, negotiations, commitments, and understandings related hereto. No
6 representations, oral or otherwise, express or implied, other than those contained herein have
7 been made by any Party. No other agreements, oral or otherwise, unless specifically referred to
8 herein, shall be deemed to exist or to bind any Party.

9 **17.2** Each signatory to this Consent Judgment certifies that he or she is fully
10 authorized by the Party he or she represents to stipulate to this Consent Judgment.

11 **18. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF**
12 **CONSENT JUDGMENT**

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

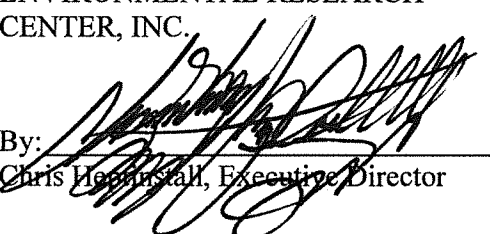
16 (1) Find that the terms and provisions of this Consent Judgment represent a fair and
17 equitable settlement of all matters raised by the allegations of the Amended Complaint that the
18 matter has been diligently prosecuted, and that the public interest is served by such settlement; and

19 (2) Make the findings pursuant to California Health and Safety Code section
20 25249.7(f)(4), approve the Settlement, and approve this Consent Judgment.

21 **IT IS SO STIPULATED:**

22 Dated: 10/4/, 2018

ENVIRONMENTAL RESEARCH
CENTER, INC.

23
24
25 By: 
Chris Heppinstall, Executive Director

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: October 3, 2018

GRENADE (UK) LTD.

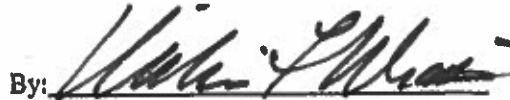


By: Kyle Rowe
Its: Managing Director

APPROVED AS TO FORM:

Dated: October 5, 2018

WRAITH LAW



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

Dated: OCTOBER 3, 2018

BRAUNHAGEY & BORDEN LLP



By: J. Noah Hagey
J. Tobias Rowe
Attorneys for Defendant Grenade (UK)
Ltd.

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: _____, 2018

Judge of the Superior Court

EXHIBIT “A”

WRAITH LAW
24422 AVENIDA DE LA CARLOTA
SUITE 400
LAGUNA HILLS, CA 92653
Tel (949) 452-1234
Fax (949) 452-1102

December 16, 2015

**NOTICE OF VIOLATIONS OF
CALIFORNIA HEALTH & SAFETY CODE SECTION 25249.5 ET SEQ.
(PROPOSITION 65)**

Dear Alleged Violators and the Appropriate Public Enforcement Agencies:

I represent Environmental Research Center, Inc. (“ERC”), 3111 Camino Del Rio North, Suite 400, San Diego, CA 92108; Tel. (619) 500-3090. ERC’s Executive Director is Chris Heptinstall. 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.

ERC has identified violations of California’s Safe Drinking Water and Toxic Enforcement Act of 1986 (“Proposition 65”), which is codified at California Health & Safety Code §25249.5 *et seq.*, with respect to the products identified below. These violations have occurred and continue to occur because the alleged Violators identified below failed to provide required clear and reasonable warnings with these products. This letter serves as a notice of these violations to the alleged Violators and the appropriate public enforcement agencies. Pursuant to Section 25249.7(d) of the statute, ERC intends to file a private enforcement action in the public interest 60 days after effective service of this notice unless the public enforcement agencies have commenced and are diligently prosecuting an action to rectify these violations.

General Information about Proposition 65. A copy of a summary of Proposition 65, prepared by the Office of Environmental Health Hazard Assessment, is attached with the copy of this letter served to the alleged Violators identified below.

Alleged Violators. The names of the companies covered by this notice that violated Proposition 65 (hereinafter the “Violators”) are:

Grenade (USA), LLC
Grenade (UK) Ltd.

Consumer Products and Listed Chemical. The products that are the subject of this notice and the chemical in those products identified as exceeding allowable levels are:

- 1. Grenade US Grenade Hydra 6 Chocolate Charge - Lead**
- 2. Grenade US Grenade Hydra 6 Strawberry Siege - Lead**
- 3. Grenade Thermo Detonator - Lead**
- 4. Grenade (US) Grenade .50 Caliber K.O. Punch - Lead**
- 5. Grenade (US) Grenade .50 Caliber Orange Onslaught - 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.

It should be noted that ERC may continue to investigate other products that may reveal further violations and result in subsequent notices of violations.

Route of Exposure. The consumer exposures that are the subject of this notice result from the purchase, acquisition, handling and recommended use of these products. Consequently, the primary route of exposure to this chemical has been and continues to be through ingestion, but may have also occurred and may continue to occur through inhalation and/or dermal contact.

Approximate Time Period of Violations. Ongoing violations have occurred every day since at least December 16, 2012, as well as every day since the products were introduced into the California marketplace, and will continue every day until clear and reasonable warnings are provided to product purchasers and users or until this known toxic chemical is either removed from or reduced to allowable levels in the products. Proposition 65 requires that a clear and reasonable warning be provided prior to exposure to the identified chemical. The method of warning should be a warning that appears on the product label. The Violators violated Proposition 65 because they failed to provide persons handling and/or using these products with appropriate warnings that they are being exposed to this chemical.

Consistent with the public interest goals of Proposition 65 and a desire to have these ongoing violations of California law quickly rectified, ERC is interested in seeking a constructive resolution of this matter that includes an enforceable written agreement by the Violators to: (1) reformulate the identified products so as to eliminate further exposures to the identified chemical, or provide appropriate warnings on the labels of these products; (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. Such a resolution will prevent further unwarned consumer exposures to the identified chemical, as well as an expensive and time consuming litigation.

ERC has retained me as legal counsel in connection with this matter. **Please direct all communications regarding this Notice of Violations to my attention at the law office address and telephone number indicated on the letterhead.**

Sincerely,



William F. Wraith

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to Grenade (UK) Ltd., Grenade (USA), LLC and each Registered Agent 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 Grenade (USA), LLC and Grenade (UK) Ltd.

I, William F. Wraith, declare:

1. This Certificate of Merit accompanies the attached 60-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 chemical that is the subject of the notice.

4. Based on the information obtained through those consultants, and on other information in my possession, I believe there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a credible basis that all elements of the plaintiff's case can be established and that the information did not prove that the alleged 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: December 16, 2015



William F. Wraith

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 December 16, 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 at a U.S. Postal Service Office with the postage fully prepaid for delivery by Certified Mail:

Current President or CEO
Grenade (UK) Ltd.
Unit 5 Spitfire Close
Coventry Business Park
Coventry
CV5 6UR
United Kingdom

Current President or CEO
Grenade (USA), LLC
225 Episcopal Road
Berlin, CT 06037

Current President or CEO
Grenade (USA), LLC
3441 Gato Court
Riverside, CA 92507

Current President or CEO
Grenade (USA), LLC
7 Penny Lane
Cranston, RI 02921

Current President or CEO
Grenade (USA), LLC
2385 NW Executive Center Drive,
Suite 100
Boca Raton, FL 33431

Sundoc Filings
(Registered Agent for Grenade (USA),
LLC)
874 Walker Road, Suite C
Dover, DE 19904

Gregg Madsen
(Registered Agent for Grenade (USA),
LLC)
7 Penny Lane
Cranston, RI 02921

On December 16, 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 December 16, 2015, I verified the following documents **NOTICE OF VIOLATIONS, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT** were served on the following parties when a true and correct copy thereof was sent via electronic mail to the parties listed below:

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

December 16, 2015

Page 5

Stacey Grassini, Deputy District Attorney
900 Ward Street
Martinez, CA 94553
sgrassini@contracostada.org

Michelle Latimer, Program Coordinator
220 S. Lassen Street
Susanville, CA 96130
mlatimer@co.lassen.ca.us

Gary Lieberstein, District Attorney
931 Parkway Mall
Napa, CA 94559
CEPD@countyofnapa.org

Paul E. Zellerbach, District Attorney
3072 Orange Street
Riverside, CA 92501
Prop65@rivcoda.org

Gregory Alker, Assistant District Attorney
732 Brannan Street
San Francisco, CA 94103
gregory.alker@sfgov.org

Yen Dang, Supervising Deputy District Attorney
70 W Hedding Street
San Jose, CA 95110
EPU@da.sccgov.org

Stephan R. Passalacqua, District Attorney
600 Administration Drive
Sonoma, CA 95403
jbarnes@sonoma-county.org

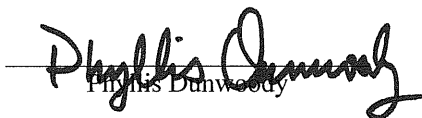
Phillip J. Cline, District Attorney
221 S Mooney Blvd.
Visalia, CA 95370
Prop65@co.tulare.ca.us

Gregory D. Totten, District Attorney
800 S Victoria Ave
Ventura, CA 93009
daspecialops@ventura.org

Jeff W. Reisig, District Attorney
301 Second Street
Woodland, CA 95695
cfepd@yolocounty.org

On December 16, 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 at a U.S. Postal Service Office with the postage fully prepaid for delivery by Priority Mail.

Executed on December 16, 2015, in Fort Oglethorpe, Georgia.


Phyllis Dunwoody

Service List

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

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

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

District Attorney, Butte County
25 County Center Drive,
Suite 245
Oroville, CA 95965

District Attorney, Calaveras County
891 Mountain Ranch Road
San Andreas, CA 95249

District Attorney, Colusa County
346 Fifth Street Suite 101
Colusa, CA 95932

District Attorney, Del Norte County
450 H Street, Room 171
Crescent City, CA 95531

District Attorney, El Dorado County
515 Main Street
Placerville, CA 95667

District Attorney, Fresno County
2220 Tulare Street, Suite 1000
Fresno, CA 93721

District Attorney, Glenn County
Post Office Box 430
Willows, CA 95988

District Attorney, Humboldt County
825 5th Street 4th Floor
Eureka, CA 95501

District Attorney, Imperial County
940 West Main Street, Ste 102
El Centro, CA 92243

District Attorney, Inyo County
230 W. Line Street
Bishop, CA 93514

District Attorney, Kern County
1215 Truxtun Avenue
Bakersfield, CA 93301

District Attorney, Kings County
1400 West Lacey Boulevard
Hanford, CA 93230

District Attorney, Lake County
255 N. Forbes Street
Lakeport, CA 95453

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

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

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

District Attorney, Mariposa County
Post Office Box 730
Mariposa, CA 95338

District Attorney, Mendocino County
Post Office Box 1000
Ukiah, CA 95482

District Attorney, Merced County
550 W. Main Street
Merced, CA 95340

District Attorney, Modoc County
204 S Court Street, Room 202
Alturas, CA 96101-4020

District Attorney, Mono County
Post Office Box 617
Bridgeport, CA 93517

District Attorney, Monterey County
Post Office Box 1131
Salinas, CA 93902

District Attorney, Nevada County
201 Commercial Street
Nevada City, CA 95959

District Attorney, Orange County
401 West Civic Center Drive
Santa Ana, CA 92701

District Attorney, Placer County
10810 Justice Center Drive,
Ste 240
Roseville, CA 95678

District Attorney, Plumas County
520 Main Street, Room 404
Quincy, CA 95971

District Attorney, Sacramento County
901 "G" Street
Sacramento, CA 95814

District Attorney, San Benito County
419 Fourth Street, 2nd Floor
Hollister, CA 95023

District Attorney, San Bernardino County
316 N. Mountain View Avenue
San Bernardino, CA 92415-0004

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

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

District Attorney, San Luis Obispo County
1035 Palm St, Room 450
San Luis Obispo, CA 93408

District Attorney, San Mateo County
400 County Ctr., 3rd Floor
Redwood City, CA 94063

District Attorney, Santa Barbara County
1112 Santa Barbara Street
Santa Barbara, CA 93101

District Attorney, Santa Cruz County
701 Ocean Street, Room 200
Santa Cruz, CA 95060

District Attorney, Shasta County
1355 West Street
Redding, CA 96001

District Attorney, Sierra County
PO Box 457
Downieville, CA 95936

District Attorney, Siskiyou County
Post Office Box 986
Yreka, CA 96097

District Attorney, Solano County
675 Texas Street, Ste 4500
Fairfield, CA 94533

District Attorney, Stanislaus County
832 12th Street, Ste 300
Modesto, CA 95354

District Attorney, Sutter County
446 Second Street
Yuba City, CA 95991

District Attorney, Tehama County
Post Office Box 519
Red Bluff, CA 96080

District Attorney, Trinity County
Post Office Box 310
Weaverville, CA 96093

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

District Attorney, Yuba County
215 Fifth Street, Suite 152
Marysville, CA 95901

Los Angeles City Attorney's Office
City Hall East
200 N. Main Street, Suite 800
Los Angeles, CA 90012

San Diego City Attorney's Office
1200 3rd Avenue, Ste 1620
San Diego, CA 92101

San Francisco, City Attorney
City Hall, Room 234
1 Dr Carlton B Goodlett PL
San Francisco, CA 94102

San Jose City Attorney's Office
200 East Santa Clara Street,
16th Floor
San Jose, CA 95113

EXHIBIT “B”

WRAITH LAW
24422 AVENIDA DE LA CARLOTA
SUITE 400
LAGUNA HILLS, CA 92653
Tel (949) 452-1234
Fax (949) 452-1102

January 13, 2016

**NOTICE OF VIOLATIONS OF
CALIFORNIA HEALTH & SAFETY CODE SECTION 25249.5 ET SEQ.
(PROPOSITION 65)**

Dear Alleged Violators and the Appropriate Public Enforcement Agencies:

I represent Environmental Research Center, Inc. (“ERC”), 3111 Camino Del Rio North, Suite 400, San Diego, CA 92108; Tel. (619) 500-3090. ERC’s Executive Director is Chris Heptinstall. 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.

ERC has identified violations of California’s Safe Drinking Water and Toxic Enforcement Act of 1986 (“Proposition 65”), which is codified at California Health & Safety Code §25249.5 *et seq.*, with respect to the product identified below. These violations have occurred and continue to occur because the alleged Violators identified below failed to provide required clear and reasonable warnings with this product. This letter serves as a notice of these violations to the alleged Violators and the appropriate public enforcement agencies. Pursuant to Section 25249.7(d) of the statute, ERC intends to file a private enforcement action in the public interest 60 days after effective service of this notice unless the public enforcement agencies have commenced and are diligently prosecuting an action to rectify these violations.

General Information about Proposition 65. A copy of a summary of Proposition 65, prepared by the Office of Environmental Health Hazard Assessment, is attached with the copy of this letter served to the alleged Violators identified below.

Alleged Violators. The names of the companies covered by this notice that violated Proposition 65 (hereinafter the “Violators”) are:

Grenade (USA), LLC
Grenade (UK) Ltd.

Consumer Product and Listed Chemical. The product that is the subject of this notice and the chemical in that product identified as exceeding allowable levels are:

Grenade USA LLC Grenade Carb Killa Caramel Chaos - 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.

It should be noted that ERC may continue to investigate other products that may reveal further violations and result in subsequent notices of violations.

Route of Exposure. The consumer exposures that are the subject of this notice result from the purchase, acquisition, handling and recommended use of this product. Consequently, the primary route of exposure to this chemical has been and continues to be through ingestion, but may have also occurred and may continue to occur through inhalation and/or dermal contact.

Approximate Time Period of Violations. Ongoing violations have occurred every day since at least January 13, 2013 as well as every day since the product was introduced into the California marketplace, and will continue every day until clear and reasonable warnings are provided to product purchasers and users or until this known toxic chemical is either removed from or reduced to allowable levels in the product. Proposition 65 requires that a clear and reasonable warning be provided prior to exposure to the identified chemical. The method of warning should be a warning that appears on the product label. The Violators violated Proposition 65 because they failed to provide persons handling and/or using this product with appropriate warnings that they are being exposed to this chemical.

Consistent with the public interest goals of Proposition 65 and a desire to have these ongoing violations of California law quickly rectified, ERC is interested in seeking a constructive resolution of this matter that includes an enforceable written agreement by the Violators to: (1) reformulate the identified product so as to eliminate further exposures to the identified chemical, or provide appropriate warnings on the labels of this product; (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 product in the last three years. Such a resolution will prevent further unwarned consumer exposures to the identified chemical, as well as an expensive and time consuming litigation.

ERC has retained me as legal counsel in connection with this matter. **Please direct all communications regarding this Notice of Violations to my attention at the law office address and telephone number indicated on the letterhead.**

Sincerely,



William F. Wraith

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to Grenade (USA), LLC, Grenade (UK) Ltd. and each Registered Agent 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 Grenade (USA), LLC and Grenade (UK) Ltd.

I, William F. Wraith, declare:

1. This Certificate of Merit accompanies the attached 60-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.

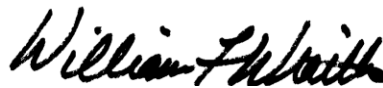
2. I am an attorney for the noticing party.

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 chemical that is the subject of the notice.

4. Based on the information obtained through those consultants, and on other information in my possession, I believe there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a credible basis that all elements of the plaintiff's case can be established and that the information did not prove that the alleged 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: January 13, 2016



William F. Wraith

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 January 13, 2016, 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 at a U.S. Postal Service Office with the postage fully prepaid for delivery by Certified Mail:

Current President or CEO
Grenade (UK) Ltd.
Unit 5 Spitfire Close
Coventry Business Park
Coventry
CV5 6UR
United Kingdom

Current President or CEO
Grenade (USA), LLC
225 Episcopal Road
Berlin, CT 06037

Current President or CEO
Grenade (USA), LLC
3441 Gato Court
Riverside, CA 92507

Current President or CEO
Grenade (USA), LLC
7 Penny Lane
Cranston, RI 02921

Current President or CEO
Grenade (USA), LLC
2385 NW Executive Center Drive,
Suite 100
Boca Raton, FL 33431

Sundoc Filings
(Registered Agent for Grenade (USA),
LLC)
874 Walker Road, Suite C
Dover, DE 19904

Gregg Madsen
(Registered Agent for Grenade (USA),
LLC)
7 Penny Lane
Cranston, RI 02921

On January 13, 2016, 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 January 13, 2016, I verified the following documents **NOTICE OF VIOLATIONS, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT** were served on the following parties when a true and correct copy thereof was sent via electronic mail to the party listed below:

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

January 13, 2016

Page 5

Stacey Grassini, Deputy District Attorney
Contra Costa County
900 Ward Street
Martinez, CA 94553
sgrassini@contracostada.org

Michelle Latimer, Program Coordinator
Lassen County
220 S. Lassen Street
Susanville, CA 96130
mlatimer@co.lassen.ca.us

Dije Ndreu, Deputy District Attorney
Monterey County
1200 Aguajito Road
Monterey, CA 93940
Prop65DA@co.monterey.ca.us

Gary Lieberstein, District Attorney
Napa County
931 Parkway Mall
Napa, CA 94559
CEPD@countyofnapa.org

Paul E. Zellerbach, District Attorney
Riverside County
3072 Orange Street
Riverside, CA 92501
Prop65@rivcoda.org

Anne Marie Schubert, District Attorney
Sacramento County
901 G Street
Sacramento, CA 95814
Prop65@sacda.org

Gregory Alker, Assistant District Attorney
San Francisco County
732 Brannan Street
San Francisco, CA 94103
gregory.alker@sfgov.org

Yen Dang, Supervising Deputy District Attorney
Santa Clara County
70 W Hedding St
San Jose, CA 95110
EPU@da.sccgov.org

Stephan R. Passalacqua, District Attorney
Sonoma County
600 Administration Dr
Sonoma, CA 95403
jbarnes@sonoma-county.org

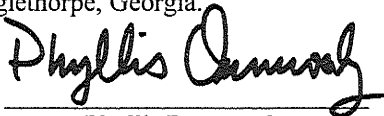
Phillip J. Cline, District Attorney
Tulare County
221 S Mooney Blvd
Visalia, CA 95370
Prop65@co.tulare.ca.us

Gregory D. Totten, District Attorney
Ventura County
800 S Victoria Ave
Ventura, CA 93009
daspecialops@ventura.org

Jeff W. Reisig, District Attorney
Yolo County
301 Second Street
Woodland, CA 95695
cfepd@yolocounty.org

On January 13, 2016, 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 at a U.S. Postal Service Office with the postage fully prepaid for delivery by Priority Mail.

Executed on January 13, 2016, in Fort Oglethorpe, Georgia.



Phyllis Dunwoody

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

January 13, 2016

Page 6

Service List

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

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

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

District Attorney, Butte County
25 County Center Drive, Suite 245
Oroville, CA 95965

District Attorney, Calaveras County
891 Mountain Ranch Road
San Andreas, CA 95249

District Attorney, Colusa County
346 Fifth Street Suite 101
Colusa, CA 95932

District Attorney, Del Norte County
450 H Street, Room 171
Crescent City, CA 95531

District Attorney, El Dorado County
515 Main Street
Placerville, CA 95667

District Attorney, Fresno County
2220 Tulare Street, Suite 1000
Fresno, CA 93721

District Attorney, Glenn County
Post Office Box 430
Willows, CA 95988

District Attorney, Humboldt County
825 5th Street 4th Floor
Eureka, CA 95501

District Attorney, Imperial County
940 West Main Street, Ste 102
El Centro, CA 92243

District Attorney, Inyo County
230 W. Line Street
Bishop, CA 93514

District Attorney, Kern County
1215 Truxtun Avenue
Bakersfield, CA 93301

District Attorney, Kings County
1400 West Lacey Boulevard
Hanford, CA 93230

District Attorney, Lake County
255 N. Forbes Street
Lakeport, CA 95453

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

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

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

District Attorney, Mariposa County
Post Office Box 730
Mariposa, CA 95338

District Attorney, Mendocino County
Post Office Box 1000
Ukiah, CA 95482

District Attorney, Merced County
550 W. Main Street
Merced, CA 95340

District Attorney, Modoc County
204 S Court Street, Room 202
Alturas, CA 96101-4020

District Attorney, Mono County
Post Office Box 617
Bridgeport, CA 93517

District Attorney, Nevada County
201 Commercial Street
Nevada City, CA 95959

District Attorney, Orange County
401 West Civic Center Drive
Santa Ana, CA 92701

District Attorney, Placer County
10810 Justice Center Drive, Ste 240
Roseville, CA 95678

District Attorney, Plumas County
520 Main Street, Room 404
Quincy, CA 95971

District Attorney, San Benito County
419 Fourth Street, 2nd Floor
Hollister, CA 95023

District Attorney, San Bernardino County
316 N. Mountain View Avenue

San Bernardino, CA 92415-0004
District Attorney, San Diego County
330 West Broadway, Suite 1300
San Diego, CA 92101

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

District Attorney, San Luis Obispo County
1035 Palm St, Room 450
San Luis Obispo, CA 93408

District Attorney, San Mateo County
400 County Ctr., 3rd Floor
Redwood City, CA 94063

District Attorney, Santa Barbara County
1112 Santa Barbara Street
Santa Barbara, CA 93101

District Attorney, Santa Cruz County
701 Ocean Street, Room 200
Santa Cruz, CA 95060

District Attorney, Shasta County
1355 West Street
Redding, CA 96001

District Attorney, Sierra County
PO Box 457
Downieville, CA 95936

District Attorney, Siskiyou County
Post Office Box 986
Yreka, CA 96097

District Attorney, Solano County
675 Texas Street, Ste 4500
Fairfield, CA 94533

District Attorney, Stanislaus County
832 12th Street, Ste 300
Modesto, CA 95354

District Attorney, Sutter County
446 Second Street
Yuba City, CA 95991

District Attorney, Tehama County
Post Office Box 519
Red Bluff, CA 96080

District Attorney, Trinity County
Post Office Box 310
Weaverville, CA 96093

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

District Attorney, Yuba County
215 Fifth Street, Suite 152
Marysville, CA 95901
Los Angeles City Attorney's Office
City Hall East
200 N. Main Street, Suite 800
Los Angeles, CA 90012

San Diego City Attorney's Office
1200 3rd Avenue, Ste 1620
San Diego, CA 92101

San Francisco, City Attorney
City Hall, Room 234
1 Dr Carlton B Goodlett PL
San Francisco, CA 94102

San Jose City Attorney's Office
200 East Santa Clara Street, 16th Floor
San Jose, CA 95113

EXHIBIT “C”

WRAITH LAW
24422 AVENIDA DE LA CARLOTA
SUITE 400
LAGUNA HILLS, CA 92653
Tel (949) 452-1234
Fax (949) 452-1102

September 25, 2018

**NOTICE OF VIOLATIONS OF
CALIFORNIA HEALTH & SAFETY CODE SECTION 25249.5 ET SEQ.
(PROPOSITION 65)**

Dear Alleged Violator and the Appropriate Public Enforcement Agencies:

I represent Environmental Research Center, Inc. (“ERC”), 3111 Camino Del Rio North, Suite 400, San Diego, CA 92108; Tel. (619) 500-3090. ERC’s Executive Director is Chris Heptinstall. 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.

ERC has identified violations of California’s Safe Drinking Water and Toxic Enforcement Act of 1986 (“Proposition 65”), which is codified at California Health & Safety Code §25249.5 *et seq.*, with respect to the products identified below. These violations have occurred and continue to occur because the alleged Violator identified below failed to provide required clear and reasonable warnings with these products. This letter serves as a notice of these violations to the alleged Violator and the appropriate public enforcement agencies. Pursuant to Section 25249.7(d) of the statute, ERC intends to file a private enforcement action in the public interest 60 days after effective service of this notice unless the public enforcement agencies have commenced and are diligently prosecuting an action to rectify these violations.

General Information about Proposition 65. A copy of a summary of Proposition 65, prepared by the Office of Environmental Health Hazard Assessment, is attached with the copy of this letter served to the alleged Violator identified below.

Alleged Violator. The name of the company covered by this notice that violated Proposition 65 (hereinafter the “Violator”) is:

Grenade (UK) Ltd.

Consumer Products and Listed Chemical. The products that are the subject of this notice and the chemical in those products identified as exceeding allowable levels are:

- 1. Grenade Carb Killa High Protein Bar White Chocolate Cookie Flavor - Lead**
- 2. Grenade Carb Killa High Protein Bar Chocolate Chip Cookie Dough Flavor - Lead**
- 3. Grenade Carb Killa High Protein Bar Jaffa Quake Chocolate Orange Flavor - Lead**
- 4. Grenade Carb Killa High Protein Bar Peanut Nutter Flavor - Lead**
- 5. Grenade Carb Killa High Protein Bar Chocolate Crunch Flavor - Lead**
- 6. Grenade Carb Killa High Protein Bar Chocolate Cream Flavor – Lead**
- 7. Grenade Carb Killa Brownie – 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.

It should be noted that ERC may continue to investigate other products that may reveal further violations and result in subsequent notices of violations.

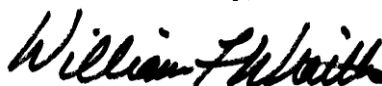
Route of Exposure. The consumer exposures that are the subject of this notice result from the recommended use of these products. Consequently, the route of exposure to this chemical has been and continues to be through ingestion.

Approximate Time Period of Violations. Ongoing violations have occurred every day since at least September 25, 2015, as well as every day since the products were introduced into the California marketplace, and will continue every day until clear and reasonable warnings are provided to product purchasers and users or until this known toxic chemical is either removed from or reduced to allowable levels in the products. Proposition 65 requires that a clear and reasonable warning be provided prior to exposure to the identified chemical. The method of warning should be a warning that appears on the product label. The Violator violated Proposition 65 because it failed to provide persons ingesting these products with appropriate warnings that they are being exposed to this chemical.

Consistent with the public interest goals of Proposition 65 and a desire to have these ongoing violations of California law quickly rectified, ERC is interested in seeking a constructive resolution of this matter that includes an enforceable written agreement by the Violator to: (1) reformulate the identified products so as to eliminate further exposures to the identified chemical, or provide appropriate warnings on the labels of these products; (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. Such a resolution will prevent further unwarned consumer exposures to the identified chemical, as well as an expensive and time-consuming litigation.

ERC has retained me as legal counsel in connection with this matter. **Please direct all communications regarding this Notice of Violations to my attention at the law office address and telephone number indicated on the letterhead.**

Sincerely,



William F. Wraith

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to Grenade (UK) Ltd.)

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 Grenade (UK) Ltd.

I, William F. Wraith, declare:

1. This Certificate of Merit accompanies the attached 60-day notice in which it is alleged the party identified in the notice violated California Health & Safety Code Section 25249.6 by failing to provide clear and reasonable warnings.

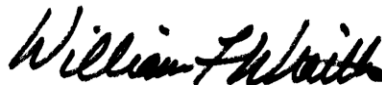
2. I am an attorney for the noticing party.

3. I have consulted with one or more persons with relevant and appropriate experience or expertise who have reviewed facts, studies, or other data regarding the exposure to the listed chemical that is the subject of the notice.

4. Based on the information obtained through those consultants, and on other information in my possession, I believe there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a credible basis that all elements of the plaintiff's case can be established and that the information did not prove that the alleged Violator will be able to establish any of the affirmative defenses set forth in the statute.

5. Along with the copy of this Certificate of Merit served on the Attorney General is attached additional factual information sufficient to establish the basis for this certificate, including the information identified in California Health & Safety Code §25249.7(h)(2), i.e., (1) the identity of the persons consulted with and relied on by the certifier, and (2) the facts, studies, or other data reviewed by those persons.

Dated: September 25, 2018



William F. Wraith

CERTIFICATE OF SERVICE PURSUANT TO 27 CCR § 25903

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 and over the age of 18 years of age. 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 September 25, 2018 between 8:00 a.m. and 5:00 p.m. Eastern Time, I verified 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”** were served on the following party when a true and correct copy thereof was sent via electronic mail to the party listed below:

Grenade (UK) Ltd.
c/o J. Tobias Rowe
Braunhagey & Borden LLP
220 Sansome Street, 2nd Floor
San Francisco, CA 94104-2711
Email: rowe@braunhagey.com

On September 25, 2018 between 8:00 a.m. and 5:00 p.m. Eastern Time, 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 party by placing a true and correct copy thereof in a sealed envelope, addressed to the party listed below and depositing it at a U.S. Postal Service Office with the postage prepaid for delivery by Certified Mail:

Current Director, President or CEO
Grenade (UK) Ltd.
Arden House, Marsh Lane
Hampton-in-Arden
Solihull, West Midlands
B92 0AJ
United Kingdom

On September 25, 2018 between 8:00 a.m. and 5:00 p.m. Eastern Time, 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 September 25, 2018 between 8:00 a.m. and 5:00 p.m. Eastern Time, I verified the following documents **NOTICE OF VIOLATIONS, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT** were served on the following parties when a true and correct copy thereof was sent via electronic mail to each of the parties listed below:

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

September 25, 2018

Page 5

Nancy O'Malley, District Attorney
Alameda County
7677 Oakport Street, Suite 650
Oakland, CA 94621
CEPDProp65@acgov.org

Stacey Grassini, Deputy District Attorney
Contra Costa County
900 Ward Street
Martinez, CA 94553
sgrassini@contracostada.org

Michelle Latimer, Program Coordinator
Lassen County
220 S. Lassen Street
Susanville, CA 96130
mlatimer@co.lassen.ca.us

Dije Ndreu, Deputy District Attorney
Monterey County
1200 Aguajito Road
Monterey, CA 93940
Prop65DA@co.monterey.ca.us

Allison Haley, District Attorney
Napa County
1127 First Street, Suite C
Napa, CA 94559
CEPD@countyofnapa.org

Paul E. Zellerbach, District Attorney
Riverside County
3072 Orange Street
Riverside, CA 92501
Prop65@rivcoda.org

Anne Marie Schubert, District Attorney
Sacramento County
901 G Street
Sacramento, CA 95814
Prop65@sacda.org

Mark Ankcorn, Deputy City Attorney
San Diego City Attorney
1200 Third Avenue
San Diego, CA 92101
CityAttyProp65@sandiego.gov

Gregory Alker, Assistant District Attorney
San Francisco County
732 Brannan Street
San Francisco, CA 94103
gregory.alker@sfgov.org

Tori Verber Salazar, District Attorney
San Joaquin County
222 E. Weber Avenue, Room 202
Stockton, CA 95202
DAConsumer.Environmental@sjcda.org

Eric J. Dobroth, Deputy District Attorney
San Luis Obispo County
County Government Center Annex, 4th Floor
San Luis Obispo, CA 93408
edobroth@co.slo.ca.us

Christopher Dalbey, Deputy District Attorney
Santa Barbara County
1112 Santa Barbara Street
Santa Barbara, CA 93101
DAProp65@co.santa-barbara.ca.us

Yen Dang, Supervising Deputy District Attorney
Santa Clara County
70 W Hedding St
San Jose, CA 95110
EPU@da.sccgov.org

Jeffrey S. Rosell, District Attorney
Santa Cruz County
701 Ocean Street
Santa Cruz, CA 95060
Prop65DA@santacruzcounty.us

Stephan R. Passalacqua, District Attorney
Sonoma County
600 Administration Dr
Sonoma, CA 95403
jbarnes@sonoma-county.org

Phillip J. Cline, District Attorney
Tulare County
221 S Mooney Blvd
Visalia, CA 95370
Prop65@co.tulare.ca.us

Gregory D. Totten, District Attorney
Ventura County
800 S Victoria Ave
Ventura, CA 93009
daspecialops@ventura.org

Jeff W. Reisig, District Attorney
Yolo County
301 Second Street
Woodland, CA 95695
cfepd@yolocounty.org

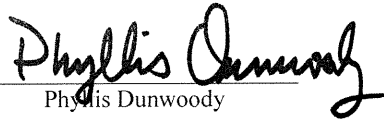
Notice of Violations of California Health & Safety Code §25249.5 *et seq.*

September 25, 2018

Page 6

On September 25, 2018 between 8:00 a.m. and 5:00 p.m. Eastern Time, 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 at a U.S. Postal Service Office with the postage fully prepaid for delivery by First Class Mail.

Executed on September 25, 2018, in Fort Oglethorpe, Georgia.


Phyllis Dunwoody

Service List

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

District Attorney, Amador County
708 Court Street, Suite 202
Jackson, CA 95642

District Attorney, Butte County
25 County Center Drive, Suite 245
Oroville, CA 95965

District Attorney, Calaveras County
891 Mountain Ranch Road
San Andreas, CA 95249

District Attorney, Colusa County
346 Fifth Street Suite 101
Colusa, CA 95932

District Attorney, Del Norte County
450 H Street, Room 171
Crescent City, CA 95531

District Attorney, El Dorado County
515 Main Street
Placerville, CA 95667

District Attorney, Fresno County
2220 Tulare Street, Suite 1000
Fresno, CA 93721

District Attorney, Glenn County
Post Office Box 430
Willows, CA 95988

District Attorney, Humboldt County
825 5th Street 4th Floor
Eureka, CA 95501

District Attorney, Imperial County
940 West Main Street, Ste 102
El Centro, CA 92243

District Attorney, Inyo County
P.O. Drawer D
Independence, CA 93526

District Attorney, Kern County
1215 Truxtun Avenue
Bakersfield, CA 93301

District Attorney, Kings County
1400 West Lacey Boulevard
Hanford, CA 93230

District Attorney, Lake County
255 N. Forbes Street
Lakeport, CA 95453

District Attorney, Los Angeles County
Hall of Justice
211 West Temple St., Ste 1200
Los Angeles, CA 90012

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

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

District Attorney, Mariposa County
Post Office Box 730
Mariposa, CA 95338

District Attorney, Mendocino County
Post Office Box 1000
Ukiah, CA 95482

District Attorney, Merced County
550 W. Main Street
Merced, CA 95340

District Attorney, Modoc County
204 S Court Street, Room 202
Alturas, CA 96101-4020

District Attorney, Mono County
Post Office Box 617
Bridgeport, CA 93517

District Attorney, Nevada County
201 Commercial Street
Nevada City, CA 95959

District Attorney, Orange County
401 West Civic Center Drive
Santa Ana, CA 92701

District Attorney, Placer County
10810 Justice Center Drive, Ste 240
Roseville, CA 95678

District Attorney, Plumas County
520 Main Street, Room 404
Quincy, CA 95971

District Attorney, San Benito County
419 Fourth Street, 2nd Floor
Hollister, CA 95023

District Attorney, San Bernardino County
303 West Third Street
San Bernadino, CA 92415

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

District Attorney, San Mateo County
400 County Ctr., 3rd Floor
Redwood City, CA 94063

District Attorney, Shasta County
1355 West Street
Redding, CA 96001

District Attorney, Sierra County
100 Courthouse Square, 2nd Floor
Downieville, CA 95936

District Attorney, Siskiyou County
Post Office Box 986
Yreka, CA 96097

District Attorney, Solano County
675 Texas Street, Ste 4500
Fairfield, CA 94533

District Attorney, Stanislaus County
832 12th Street, Ste 300
Modesto, CA 95354

District Attorney, Sutter County
463 2nd Street
Yuba City, CA 95991

District Attorney, Tehama County
Post Office Box 519
Red Bluff, CA 96080

District Attorney, Trinity County
Post Office Box 310
Weaverville, CA 96093

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

District Attorney, Yuba County
215 Fifth Street, Suite 152
Marysville, CA 95901

Los Angeles City Attorney's Office
City Hall East
200 N. Main Street, Suite 800
Los Angeles, CA 90012

San Francisco, City Attorney
City Hall, Room 234
1 Dr Carlton B Goodlett PL
San Francisco, CA 94102

San Jose City Attorney's Office
200 East Santa Clara Street,
16th Floor
San Jose, CA 95113