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8 Attorneys for Plaintiff
9 ENVIRONMENTAL RESEARCH CENTER, INC.

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF ALAMEDA**

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

16 **Plaintiff,**

17 **v.**

18 **GAME TIME SUPPLEMENTS, LLC dba**
19 **RSP NUTRITION, RSP NUTRITION, LLC**
20 **dba RSP NUTRITION and DOES 1-100**

21 **Defendants.**

CASE NO. RG16824651

STIPULATED CONSENT
JUDGMENT

Health & Safety Code § 25249.5 *et seq.*

Action Filed: July 25, 2016

Trial Date: None set

22
23 **1. INTRODUCTION**

24 **1.1** On [date], Plaintiff Environmental Research Center, Inc. (“ERC”), a non-
25 profit corporation, as a private enforcer and in the public interest, initiated this action by filing a
26 Complaint for Injunctive and Declaratory Relief and Civil Penalties (the “Complaint”) pursuant
27 to the provisions of California Health and Safety Code Section 25249.5 *et seq.* (“Proposition

1 65”), against Game Time Supplements, LLC dba RSP Nutrition, RSP Nutrition, LLC dba RSP
2 Nutrition (collectively “RSP Nutrition”) and DOES 1-100. In this action, ERC alleges that a
3 number of products manufactured, distributed, or sold by RSP Nutrition contains lead, a
4 chemical listed under Proposition 65 as a carcinogen and reproductive toxin, and exposes
5 consumers to this chemical at a level requiring a Proposition 65 warning. These products
6 (referred to hereinafter individually as a “Covered Product” or collectively as “Covered
7 Products”) are: RSP Nutrition Joint Support Glucosamine Chondroitin MSM and RSP
8 Nutrition Bio Vite Advanced Multi-Vitamin.

9 **1.2** ERC and RSP Nutrition are hereinafter referred to individually as a “Party”
10 or collectively as the “Parties.”

11 **1.3** ERC is a California non-profit corporation dedicated to, among other causes,
12 helping safeguard the public from health hazards by reducing the use and misuse of hazardous
13 and toxic chemicals, facilitating a safe environment for consumers and employees, and
14 encouraging corporate responsibility.

15 **1.4** ERC alleges that defendant is a business entity each of which has employed ten or
16 more persons at times relevant to this action, and qualifies as a “person in the course of business”
17 within the meaning of Proposition 65. RSP Nutrition manufactures and/or distributes and/or sells
18 the Covered Products.

19 **1.5** The Complaint is based on allegations contained in ERC’s Notice of Violation
20 dated January 13, 2016, that was served on the California Attorney General, other public
21 enforcers, and RSP Nutrition (“Notice”). A true and correct copy of the Notice is attached as
22 Exhibit A and is hereby incorporated by reference. More than 60 days have passed since the
23 Notice was served on the Attorney General, public enforcers, and RSP Nutrition and no
24 designated governmental entity has filed a complaint against RSP Nutrition with regard to the
25 Covered Products or the alleged violations.

26 **1.6** ERC’s Notice and Complaint allege that use of the Covered Product exposes
27 persons in California to lead without first providing clear and reasonable warnings in violation
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1 of California Health and Safety Code Section 25249.6. RSP Nutrition denies all material
2 allegations contained in the Notice and Complaint.

3 **1.7** The Parties have entered into this Consent Judgment in order to settle,
4 compromise, and resolve disputed claims and thus avoid prolonged and costly litigation.
5 Nothing in this Consent Judgment shall constitute or be construed as an admission against
6 interest by any of the Parties, or by any of their respective officers, directors, shareholders,
7 employees, agents, parent companies, subsidiaries, divisions, franchisees, licensees, customers,
8 suppliers, distributors, wholesalers, or retailers. Nothing in this Consent Judgment shall be
9 construed as an admission against interest by the Parties of any fact, issue of law, or violation
10 of law, nor shall compliance with this Consent Judgment be construed as an admission against
11 interest by the Parties of any fact, issue of law, or violation of law, at any time, for any purpose.

12 **1.8** Except as expressly set forth herein, nothing in this Consent Judgment shall
13 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
14 current or future legal proceeding unrelated to these proceedings.

15 **1.9** The Effective Date of this Consent Judgment is the date on which ERC serves
16 notice on defendant that it has been entered as a Judgment by this Court.

17 **2. JURISDICTION AND VENUE**

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

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

26 **3.1** Beginning on the Effective Date, RSP Nutrition shall not manufacture for sale in
27 the State of California, "Distribute into the State of California", or directly sell in the State of
28

1 California, any Covered Product which exposes a person to a “Daily Lead Exposure Level” of
2 more than 0.5 micrograms of lead per day when the maximum suggested dose is taken as
3 directed on the Covered Product’s label, unless each such unit of the Covered Product bears the
4 warning statement in Section 3.2 on its individual unit label packaging or by sticker securely
5 affixed on the container or bottle cap.

6 **3.1.1** As used in this Consent Judgment, the term “Distribute into the State of
7 California” shall mean to directly ship a Covered Product into California for sale in California
8 or to sell a Covered Product to a distributor that RSP Nutrition knows will sell the Covered
9 Product in California.

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

16 **3.2 Clear and Reasonable Warnings**

17 If RSP Nutrition is required to provide a warning pursuant to Section 3.1, the following
18 warning must be utilized (“Warning”):

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

21 RSP Nutrition shall use the phrase “cancer and” in the Warning only if the maximum
22 recommended daily dose causes an exposure to more than 15 micrograms of lead when taken as
23 directed on the Covered Product’s label. The terms “PROP 65” and “lead” are optional.

24 In the event that Proposition 65 is amended or its implementing regulations are modified
25 as to the safe harbor language currently set forth in California Code of Regulations 25603.2 or the
26 No Significant Risk Levels and Specific Regulatory Levels set forth in California Code of
27 Regulations Sections 25705 and 25805, RSP’s compliance with the successor language constitutes

1 compliance with this Consent Judgment.

2 For purchases that do not take place over RSP's website, the warning statement set forth in
3 Section 3.2. shall be prominent and displayed securely on either the cap, the unit packaging, or by
4 a sticker securely affixed to the Covered Products with such conspicuousness, as compared with
5 other words, statements, or designs so as to render it likely to be read and understood by an
6 ordinary individual purchasing or using the Covered Products. The warning appearing on the
7 label or container shall be at least the same size as the largest of any other health or safety
8 warnings correspondingly appearing on the label or container, as applicable, or such product, and
9 the word "WARNING" shall be in capital letters and in bold print. No other statements about lead
10 or Proposition 65 may accompany the warning.

11 For Covered Products sold over RSP's website or other ecommerce platforms, the
12 Warning may appear on RSP's checkout page on its website for California consumers purchasing
13 any Covered Product, or appear prior to completing checkout on RSP's website when a California
14 delivery address is indicated for any purchase of any Covered Product. For a Warning appearing
15 on the checkout page, RSP shall identify with an asterisk (or some other identifying method) each
16 product to which the Warning applies.

17 **3.3 Reformulated Covered Products**

18 If RSP Nutrition is successful with reformulation for any of the Covered Products which
19 reduces the Daily Lead Exposure Level to 0.5 micrograms of lead or below when taken pursuant
20 to the maximum suggested dose as directed on the Covered Product's label, the Parties agree that
21 the Covered Products may be offered for sale in California without the warning stated in Section
22 3.2. If RSP Nutrition is successful with reformulation on any of the Covered Products, RSP
23 Nutrition shall notify ERC and provide any test results for the Covered Products that document
24 this change in formulation, at least 20 working days before RSP Nutrition begins manufacturing
25 for sale in the State of California, or directly selling in the State of California, any Covered
26 Products without the warning set forth in section 3.2.

27 **3.4 Testing and Quality Control Methodology**

1 **3.4.1** RSP Nutrition shall arrange, for at least three (3) consecutive years and at
2 least once per year, commencing one year from the Effective Date, for the lead testing of five (5)
3 randomly selected samples of five separate lots (if five lots are available) each year for each
4 Covered Product, to confirm whether the Daily Lead Exposure Level is more or less than 0.5
5 micrograms of lead when the maximum suggested dose is taken pursuant to the directions on the
6 Covered Product's label. The arithmetic mean of results from the five (5) samples from the
7 same lot shall be controlling. RSP Nutrition shall provide ERC the lot identification numbers of
8 the lots tested. RSP Nutrition shall test samples in the form intended for the end-user to be
9 distributed or sold to California consumers. If at any time during the three (3) year testing period,
10 RSP elects to permanently discontinue either or both of the Covered Products, the testing
11 requirements in this Section cease for the discontinued Covered Product after testing on the last
12 lot of each of the Covered Products is complete. If RSP is warning for the Covered Products,
13 then RSP is not required to test the Covered Products.

14 **3.4.2** Pursuant to Section 3.4.1, any such testing 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 United
17 States Food & Drug Administration. The method of selecting samples for testing must comply
18 with the regulations of the Food & Drug Administration as set forth in Title 21, Part 111, Subpart
19 E of the Code of Federal Regulations, including Section 111.80(c). Testing for lead shall be
20 performed using Inductively Coupled Plasma-Mass Spectrometry (ICP-MS) achieving a limit of
21 quantification of less than or equal to 0.010 mg/kg or any other testing method agreed upon in
22 writing by the Parties. Nothing in this Agreement shall limit RSP Nutrition's ability to conduct
23 or require that others conduct additional testing of the Covered Products, including raw materials
24 used in their manufacture.

25 **3.4.3** Pursuant to Sections 3.4.1, RSP Nutrition shall retain copies of its test
26 data from the date testing commenced and shall provide all such test data to ERC within fifteen
27 (15) days of receiving the data after conducting the required testing as set forth above. The
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1 requirement to provide all such test data to ERC shall cease after three (3) years from the
2 Effective Date.

3 **4. SETTLEMENT PAYMENT**

4 **4.1** In full satisfaction of all potential civil penalties, payment in lieu of civil
5 penalties, attorney's fees, and costs, RSP Nutrition shall make a total payment of \$65,000.00
6 ("Total Settlement Amount") in five consecutive equal monthly payments ("Settlement
7 Payments" by wire transfer to ERC's escrow account, for which ERC will give RSP Nutrition
8 the necessary account information. The first payment of \$13,000.00 shall be made within 5
9 business days of the Effective Date and the remaining four payments of \$13,000.00 shall follow
10 in 30 day increments thereafter ("Due Dates"). The Total Settlement Amount shall be
11 apportioned as follows:

12 **4.2** \$20,591.00 shall be considered a civil penalty pursuant to California Health and
13 Safety Code Section 25249.7(b)(1). ERC shall remit 75% (\$15,443.25) of the civil penalty to
14 the Office of Environmental Health Hazard Assessment ("OEHHA") for deposit in the Safe
15 Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety
16 Code Section 25249.12(c). ERC will retain the remaining 25% (\$5,147.75) of the civil penalty.

17 **4.3** \$2,656.60 shall be distributed to ERC as reimbursement to ERC for reasonable
18 costs incurred in bringing this action.

19 **4.4** \$20,592.10 shall be distributed to ERC in lieu of further civil penalties, for the
20 day-to-day business activities such as (1) continued enforcement of Proposition 65, which
21 includes work analyzing, researching, and testing consumer products that may contain
22 Proposition 65 chemicals, focusing on the same or similar type of ingestible products that are
23 the subject matter of the current action; (2) the continued monitoring of past consent judgments
24 and settlements to ensure companies are in compliance with Proposition 65; and (3) giving a
25 donation of \$1,030.00 to the Center For Environmental Health to address reducing toxic
26 chemical exposures in California.

1 **4.5** \$1,395.00 shall be distributed to Michael Freund as reimbursement of ERC's
2 attorney's fees, \$4,757.50 shall be distributed to Ryan Hoffman as reimbursement of ERC's
3 attorney's fees, while \$15,007.80 shall be distributed to ERC for its in-house legal fees. Except
4 as explicitly provided herein, each Party shall bear its own fees and costs.

5 **4.6** In the event that RSP Nutrition fails to remit the Total Settlement Payment owed
6 under Section 4 of this Consent Judgment on or before the Due Date, RSP Nutrition shall be
7 deemed to be in material breach of its obligations under this Consent Judgment. ERC shall
8 provide written notice of the delinquency to RSP Nutrition via electronic mail. If RSP
9 Nutrition fails to deliver the Total Settlement Payment within five (5) days from the written
10 notice, the Total Settlement Payment shall become immediately due and payable and shall
11 accrue interest at the statutory judgment interest rate provided in the Code of Civil Procedure
12 Section 685.010. Additionally, RSP Nutrition agrees to pay ERC's reasonable attorney's fees
13 and costs for any efforts to collect the payment due under this Consent Judgment.

14 **5. MODIFICATION OF CONSENT JUDGMENT**

15 **5.1** This Consent Judgment may be modified only as to injunctive terms (i) by
16 written stipulation of the Parties or pursuant to Section 5.4 and (ii) upon entry by the Court of a
17 modified consent judgment.

18 **5.2** If RSP Nutrition seeks to modify this Consent Judgment under Section 5.1, then
19 RSP Nutrition must provide written notice to ERC of its intent ("Notice of Intent"). If ERC
20 seeks to meet and confer regarding the proposed modification in the Notice of Intent, then ERC
21 must provide written notice to RSP Nutrition within thirty (30) days of receiving the Notice of
22 Intent. If ERC notifies RSP Nutrition in a timely manner of ERC's intent to meet and confer,
23 then the Parties shall meet and confer in good faith as required in this Section. The Parties
24 shall meet in person or via telephone within thirty (30) days of ERC's notification of its intent
25 to meet and confer. Within thirty (30) days of such meeting, if ERC disputes the proposed
26 modification, ERC shall provide to RSP Nutrition a written basis for its position. The Parties
27 shall continue to meet and confer for an additional thirty (30) days in an effort to resolve any

1 remaining disputes. Should it become necessary, the Parties may agree in writing to different
2 deadlines for the meet-and-confer period.

3 **5.3** In the event that RSP Nutrition initiates or otherwise requests a modification
4 under Section 5.1, and the meet and confer process leads to a joint motion or application of the
5 Consent Judgment, RSP Nutrition shall reimburse ERC its costs and reasonable attorney's fees
6 for the time spent in the meet-and-confer process and filing and arguing the motion or
7 application, not to exceed \$10,000. This obligation to reimburse ERC's costs and reasonable
8 attorney's fees does not apply if ERC initiates or otherwise requests a modification under
9 Section 5.1.

10 **5.4** Where the meet-and-confer process does not lead to a joint motion or
11 application in support of a modification of the Consent Judgment, then either Party may seek
12 judicial relief on its own.

13 **6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT**
14 **JUDGMENT**

15 **6.1** This Court shall retain jurisdiction of this matter to enforce, modify, or terminate
16 this Consent Judgment.

17 **6.2** If ERC alleges that any Covered Product fails to qualify as a Reformulated
18 Covered Product (for which ERC alleges that no Warning has been provided), then ERC shall
19 inform RSP Nutrition in a reasonably prompt manner of its test results, including information
20 sufficient to permit RSP Nutrition to identify the Covered Product at issue. RSP Nutrition shall,
21 within thirty (30) days following such notice, provide ERC with testing information, from an
22 independent third-party laboratory meeting the requirements of Sections 3.4.2, and other
23 relevant information, demonstrating RSP Nutrition's compliance with the Consent Judgment, if
24 warranted. The Parties shall first attempt to resolve the matter prior to ERC taking any further
25 legal action.

26 **7. APPLICATION OF CONSENT JUDGMENT**

27 This Consent Judgment may apply to, be binding upon, and benefit the Parties and their
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1 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,
2 divisions, franchisees, licensees, customers (excluding private labelers), distributors, wholesalers,
3 retailers, predecessors, successors, and assigns. This Consent Judgment shall have no
4 application to any Covered Product which is distributed or sold exclusively outside the State of
5 California and which is not used by California consumers.

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 RSP Nutrition and its respective officers,
9 directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, suppliers,
10 franchisees, licensees, customers (not including private label customers of RSP Nutrition),
11 distributors, wholesalers, retailers, and all other upstream and downstream entities in the
12 distribution chain of any Covered Product, and the predecessors, successors, and assigns of any
13 of them (collectively, "Released Parties"). ERC hereby fully releases and discharges the
14 Released Parties from any and all claims, actions, causes of action, suits, demands, liabilities,
15 damages, penalties, fees, costs, and expenses asserted, or that could have been asserted from
16 the handling, use, or consumption of the Covered Product, as to any alleged violation of
17 Proposition 65 or its implementing regulations arising from the failure to provide Proposition
18 65 warnings on the Covered Product regarding lead up to and including the Effective Date.

19 **8.2** ERC on its own behalf only, and RSP Nutrition on its own behalf only,
20 further waive and release any and all claims they may have against each other for all actions or
21 statements made or undertaken in the course of seeking or opposing enforcement of Proposition
22 65 in connection with the Notice or Complaint up through and including the Effective Date,
23 provided, however, that nothing in Section 8 shall affect or limit any Party's right to seek to
24 enforce the terms of this Consent Judgment.

25 **8.3** It is possible that other claims not known to the Parties, arising out of the facts
26 alleged in the Notice or the Complaint and relating to the Covered Product, will develop or be
27 discovered. ERC on behalf of itself only, and RSP Nutrition on behalf of itself only,

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

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

11 ERC on behalf of itself only, and RSP Nutrition on behalf of itself only, acknowledge and
12 understand the significance and consequences of this specific waiver of California Civil Code
13 Section 1542.

14 **8.4** After the Effective Date, compliance with the terms of this Consent Judgment
15 by defendant shall be deemed to constitute compliance with Proposition 65 by any Released
16 Party regarding alleged exposures to lead in the Covered Product as set forth in the Notice and
17 the 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 RSP
20 Nutrition'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

1 email may also be sent.

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

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

8 With a copy to:

9 Michael Freund
10 Ryan Hoffman
11 Michael Freund & Associates
12 1919 Addison Street, Suite 105
13 Berkeley, CA 94704
14 Telephone: (510) 540-1992
15 Facsimile: (510) 540-5543

16 **GAME TIME SUPPLEMENTS, LLC dba RSP NUTRITION**

17 Victor Davanzo
18 3381 NW 168 Street
19 Miami, FL 33056

20 **12. COURT APPROVAL**

21 **12.1** Upon execution of this Consent Judgment by the Parties, ERC shall notice a
22 Motion for Court Approval. Defendant shall not oppose entry of this Consent Judgment.

23 **12.2** If the California Attorney General objects to any term in this Consent Judgment,
24 the Parties shall attempt in good faith to resolve the concern in a timely manner, and if possible
25 prior to the hearing on ERC's motion.

26 **12.3** If this Stipulated Consent Judgment is not approved by the Court, it shall be
27 void and have no force or effect.

28 **13. EXECUTION AND COUNTERPARTS**

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

1 **14. DRAFTING**

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

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

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

15 **16. ENFORCEMENT**

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

24 **17. ENTIRE AGREEMENT, AUTHORIZATION**

25 **17.1** This Consent Judgment contains the sole and entire agreement and
26 understanding of the Parties with respect to the entire subject matter herein, and any and all
27 prior discussions, negotiations, commitments, and understandings related hereto. No
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1 representations, oral or otherwise, express or implied, other than those contained herein have
2 been made by any Party. No other agreements, oral or otherwise, unless specifically referred to
3 herein, shall be deemed to exist or to bind any Party.

4 **17.2** Each signatory to this Consent Judgment certifies that he or she is fully
5 authorized by the Party he or she represents to stipulate to this Consent Judgment.

6 **18. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF**
7 **CONSENT JUDGMENT**

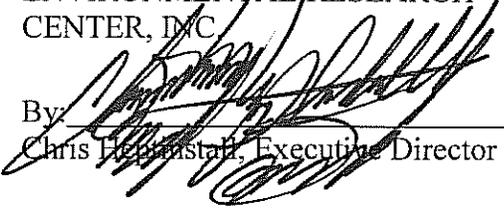
8 This Consent Judgment has come before the Court upon the request of the Parties. The
9 Parties request the Court to fully review this Consent Judgment and, being fully informed
10 regarding the matters which are the subject of this action, to:

11 Make the findings pursuant to California Health and Safety Code Section 25249.7(f)(4),
12 approve the Settlement, and approve this Consent Judgment.

13 **IT IS SO STIPULATED:**

14 Dated: 8/5/, 2016

ENVIRONMENTAL RESEARCH
CENTER, INC

By: 
Chris Heppelstall, Executive Director

19 Dated: August 11, 2016

GAME TIME SUPPLEMENTS, LLC dba
RSP NUTRITION

21 Victor Davanzo
By: Victor Davanzo
Its: Manager

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ORDER AND JUDGMENT

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

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: _____, 2016

Judge of the Superior Court