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ENVIRONMENTAL RESEARCH CENTER, INC.

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Attorney for Defendant  
TIGER FITNESS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA

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

Plaintiff,

v.

TIGER FITNESS, INC., an Ohio corporation,  
and DOES 1-25,

Defendants.

CASE NO. RG16816764

**STIPULATED CONSENT  
JUDGMENT**

Health & Safety Code § 25249.5 *et seq.*

Action Filed: May 23, 2016

Trial Date: None set

**1. INTRODUCTION**

**1.1** On May 23, 2016, Plaintiff Environmental Research Center, Inc. ("ERC"), a non-profit corporation, as a private enforcer and in the public interest, initiated this action by filing a

1 Complaint for Permanent Injunction, Civil Penalties, and Other Relief (the "Complaint")  
2 pursuant to the provisions of California Health and Safety Code section 25249.5 *et seq.*  
3 ("Proposition 65"), against Tiger Fitness, Inc. ("Tiger Fitness") and Does 1-25. In this action,  
4 ERC alleges that a number of products manufactured, distributed, or sold by Tiger Fitness  
5 contain lead and/or cadmium, chemicals listed under Proposition 65 as carcinogens and  
6 reproductive toxins, and expose consumers to these chemicals at a level requiring a Proposition  
7 65 warning. These products (referred to hereinafter individually as a "Covered Product" or  
8 collectively as "Covered Products") are:

- 9 1) Myogenix Inc. Hyper Shock Rage Caffeine Free! Cherry Bomb - Lead
- 10 2) Myogenix Inc. Hyper Shock Rage Furious Fruit Punch - Lead
- 11 3) Myogenix Inc. Hyper Shock Rage Electric Orange - Lead
- 12 4) Myogenix Inc. Hyper Shock Rage Atomic Grape - Lead
- 13 5) Myogenix Inc. Hyper Shock Rage Blue Raspberry - Lead
- 14 6) Myogenix Inc. Hyper Shock Rage Tropical Thunder - Lead
- 15 7) Myogenix Inc. After Shock Critical Mass Banana Milk Shake - Lead
- 16 8) Myogenix Inc. After Shock Critical Mass Vanilla Milk Shake - Lead
- 17 9) Myogenix Inc. After Shock Critical Mass Cookies N' Cream Milk Shake -  
18 Lead
- 19 10) Myogenix Inc. After Shock Critical Mass Chocolate Milk Shake – Lead,  
20 Cadmium
- 21 11) Myogenix Inc. After Shock Tactical Post-Workout Catalyst Fruit Punch -  
22 Lead
- 23 12) Myogenix Inc. Adipro Appetite Control + Adrenal A2 - Lead
- 24 13) Myogenix Inc. After Shock Tactical Post-Workout Catalyst Wild Berry Blast  
25 - Lead

26 1.2 ERC and Tiger Fitness are hereinafter referred to individually as a "Party" or  
27 collectively as the "Parties."

1           **1.3**     ERC is a California non-profit corporation dedicated to, among other causes,  
2 helping safeguard the public from health hazards by reducing the use and misuse of hazardous  
3 and toxic chemicals, facilitating a safe environment for consumers and employees, and  
4 encouraging corporate responsibility.

5           **1.4**     For purposes of this Consent Judgment, the Parties agree that Tiger Fitness is a  
6 business entity that has employed ten or more persons at all times relevant to this action, and  
7 qualifies as a “person in the course of business” within the meaning of Proposition 65. Tiger  
8 Fitness distributes, and/or sells the Covered Products.

9           **1.5**     The Complaint is based on allegations contained in ERC’s Notice of Violation  
10 dated January 29, 2016 that was served on the California Attorney General, other public  
11 enforcers, and Tiger Fitness (“Notice”). A true and correct copy of the 60-Day Notice dated  
12 January 29, 2016 is attached hereto as **Exhibit A** and is incorporated herein by reference. More  
13 than 60 days have passed since the Notice was served on the Attorney General, public  
14 enforcers, and Tiger Fitness and no designated governmental entity has filed a complaint  
15 against Tiger Fitness with regard to the Covered Products or the alleged violations

16           **1.6**     ERC’s Notice and Complaint allege that use of the Covered Products exposes  
17 persons in California to lead and/or cadmium without first providing clear and reasonable  
18 warnings in violation of California Health and Safety Code section 25249.6. Tiger Fitness  
19 denies all material allegations contained in the Notice and Complaint.

20           **1.7**     The Parties have entered into this Consent Judgment in order to settle,  
21 compromise, and resolve disputed claims and thus avoid prolonged and costly litigation.  
22 Nothing in this Consent Judgment nor compliance with this Consent Judgment shall constitute or  
23 be construed as an admission by any of the Parties or by any of their respective officers,  
24 directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, franchisees,  
25 licensees, customers, suppliers, distributors, wholesalers, or retailers of any fact, issue of law, or  
26 violation of law.

1           **1.8**     Except as expressly set forth herein, nothing in this Consent Judgment shall  
2 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any  
3 current or future legal proceeding unrelated to these proceedings.

4           **1.9**     The Effective Date of this Consent Judgment is the date on which it is entered as  
5 a Judgment by this Court.

6       **2.     JURISDICTION AND VENUE**

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

14       **3.     INJUNCTIVE RELIEF AND WARNINGS**

15           **3.1**     Tiger Fitness has elected to discontinue sale of the Covered Products.

16           **3.2**     If at any time, Tiger Fitness elects to reintroduce the Covered Products into the  
17 California marketplace, beginning on the Effective Date, Tiger Fitness shall be permanently  
18 enjoined from manufacturing for sale in the State of California, "Distributing into the State of  
19 California", or directly selling in the State of California, any Covered Products which exposes a  
20 person to a "Daily Lead Exposure Level" of more than 0.5 micrograms of lead per day and/or  
21 "Daily Cadmium Exposure Level" of more than 4.10 micrograms of cadmium per day unless it  
22 meets the warning requirements under Section 3.2.

23           **3.1.1**   As used in this Consent Judgment, the term "Distributing into the State  
24 of California" shall mean to directly ship a Covered Product into California for sale in  
25 California or to sell a Covered Product to a distributor that Tiger Fitness knows or has reason to  
26 know will sell the Covered Product in California.

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

8                   **3.3 Clear and Reasonable Warnings**

9                   If Tiger Fitness reintroduces the Covered Products into the California marketplace and is  
10 required to provide a warning pursuant to Section 3.1, the following warning must be utilized  
11 (“Warning”):

12                   **WARNING:** This product can expose you to chemicals including [lead] [and] [cadmium]  
13 which is [are] known to the State of California to cause [cancer and] birth defects or other  
14 reproductive harm. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

15 Tiger Fitness shall use the phrase “cancer and” in the Warning only if the “Daily Lead Exposure  
16 Level” is greater than 15 micrograms of lead as determined pursuant to the quality control  
17 methodology set forth in Section 3.4. As identified in the brackets, the warning shall appropriately  
18 reflect whether there is lead, cadmium, or both chemicals present in each of the Covered Products.

19                   The Warning shall be securely affixed to or printed upon the container or label of each  
20 Covered Product. In addition, for any Covered Product sold over the internet, the Warning shall  
21 appear on the checkout page when a California delivery address is indicated for any purchase of  
22 any Covered Product. An asterisk or other identifying method must be utilized to identify which  
23 products on the checkout page are subject to the Warning.

24                   The Warning shall be at least the same size as the largest of any other health or safety  
25 warnings also appearing on its website or on the label or container of Tiger Fitness’ product  
26 packaging and the word “**WARNING**” shall be in all capital letters and in bold print. No  
27 statements intended to or likely to have the effect of diminishing the impact of the Warning on the

average lay person shall accompany the Warning. Further no statements may accompany the Warning that state or imply that the source of the listed chemicals has an impact on or results in a less harmful effect of the listed chemicals.

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

#### **4. SETTLEMENT PAYMENT**

**4.1** In full satisfaction of all potential civil penalties, additional settlement payments, attorney's fees, and costs, Tiger Fitness shall make a total payment of \$28,000.00 ("Total Settlement Amount") to ERC within 5 days of the Effective Date ("Due Date"). Tiger Fitness shall make this payment by wire transfer to ERC's escrow account, for which ERC will give Tiger Fitness the necessary account information. The Total Settlement Amount shall be apportioned as follows:

**4.2** \$1,000.00 shall be considered a civil penalty pursuant to California Health and Safety Code section 25249.7(b)(1). ERC shall remit 75% (\$750.00) of the civil penalty to the Office of Environmental Health Hazard Assessment ("OEHHA") for deposit in the Safe Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety Code section 25249.12(c). ERC will retain the remaining 25% (\$250.00) of the civil penalty.

**4.3** \$6,004.88 shall be distributed to ERC as reimbursement to ERC for reasonable costs incurred in bringing this action.

**4.4** \$10,787.50 shall be distributed to Aqua Terra Aeris Law Group as reimbursement of ERC's attorney's fees, while \$10,207.62 shall be distributed to ERC for its in-house legal fees. Except as explicitly provided herein, each Party shall bear its own fees and costs.

**4.6** In the event that Tiger Fitness fails to remit the Total Settlement Payment owed under Section 4 of this Consent Judgment on or before the Due Date, Tiger Fitness 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 Tiger Fitness via electronic mail. If Tiger Fitness  
3 fails to deliver the Total Settlement Payment within five (5) days from the written notice, the  
4 Total Settlement Payment shall accrue interest at the statutory judgment interest rate provided  
5 in the California Code of Civil Procedure section 685.010. Additionally, Tiger Fitness agrees  
6 to pay ERC's reasonable attorney's fees and costs for any efforts to collect the payment due  
7 under 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 or pursuant to Section 5.4 and (ii) upon entry by the Court of a  
11 modified consent judgment.

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

24 **5.3** In the event that Tiger Fitness initiates or otherwise requests a modification  
25 under Section 5.1, and the meet and confer process leads to a joint motion or application of the  
26 Consent Judgment, Tiger Fitness shall reimburse ERC its costs and reasonable attorney's fees  
27  
28

1 for the time spent in the meet-and-confer process and filing and arguing the motion or  
2 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.

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

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

10      **7.     APPLICATION OF CONSENT JUDGMENT**

11       This Consent Judgment may apply to, be binding upon, and benefit the Parties and their  
12 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries and  
13 divisions. This Consent Judgment shall have no application to Covered Products which are  
14 distributed or sold exclusively outside the State of California and which are not used by California  
15 consumers.

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

17       **8.1**     This Consent Judgment is a full, final, and binding resolution between ERC,  
18 on behalf of itself and in the public interest, and Tiger Fitness and its respective officers,  
19 directors, shareholders, employees, agents, parent companies, subsidiaries and divisions, or  
20 direct and indirect suppliers specifically (e.g. Myogenix, Europa/Lone Star) (collectively,  
21 "Released Parties"). ERC hereby fully releases and discharges the Released Parties from any  
22 and all claims, actions, causes of action, suits, demands, liabilities, damages, penalties, fees,  
23 costs, and expenses asserted, or that could have been asserted from the handling, use, or  
24 consumption of the Covered Products, as to any alleged violation of Proposition 65 or its  
25 implementing regulations arising from the failure to provide Proposition 65 warnings on the  
26 Covered Products regarding lead and/or cadmium up to and including the Effective Date.

27       **8.2**     ERC on its own behalf only, and Tiger Fitness on its own behalf only,  
28



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

6 **8.3** It is possible that other claims not known to the Parties, arising out of the facts  
7 alleged in the Notices and Complaint, and relating to the Covered Products, will develop or be  
8 discovered. ERC on behalf of itself only, and Tiger Fitness on behalf of itself only,  
9 acknowledge that this Consent Judgment is expressly intended to cover and include all such  
10 claims up through and including the Effective Date, including all rights of action therefore.  
11 ERC and Tiger Fitness acknowledge that the claims released in Sections 8.1 and 8.2 above may  
12 include unknown claims, and nevertheless waive California Civil Code section 1542 as to any  
13 such unknown claims. California Civil Code section 1542 reads as follows:

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

17 ERC on behalf of itself only, and Tiger Fitness on behalf of itself only, acknowledge and  
18 understand the significance and consequences of this specific waiver of California Civil Code  
19 section 1542.

20 **8.4** Compliance with the terms of this Consent Judgment shall be deemed to  
21 constitute compliance with Proposition 65 by any releasee regarding alleged exposures to lead  
22 and/or cadmium in the Covered Products as set forth in the Notice and Complaint.

23 **8.5** Nothing in this Consent Judgment is intended to apply to any occupational or  
24 environmental exposures arising under Proposition 65, nor shall it apply to any of Tiger  
25 Fitness' products other than the Covered Products.

26 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

27 In the event that any of the provisions of this Consent Judgment are held by a court to be  
28

unenforceable, the validity of the remaining enforceable provisions shall not be adversely affected.

## **10. GOVERNING LAW**

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

## **11. PROVISION OF NOTICE**

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.

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

Chris Heptinstall, Executive Director, Environmental Research Center  
3111 Camino Del Rio North, Suite 400  
San Diego, CA 92108  
Tel: (619) 500-3090  
Email: chris\_erc501c3@yahoo.com

With a copy to:

MATTHEW C. MACLEAR  
ANTHONY M. BARNES  
AQUA TERRA AERIS LAW GROUP  
7425 Fairmount Ave.  
El Cerrito, CA 94530  
Ph: 415-568-5200  
Email: mcm@atalawgroup.com

### **TIGER FITNESS, INC.**

150 Commerce Blvd.  
Loveland, OH 45140

With a copy to:

GARTH N. WARD  
LEWIS BRISBOIS BISGAARD & SMITH LLP  
701 B Street, Suite 1900  
San Diego, CA 92101  
Ph: 619-233-1006  
Fax: 619-233-8627  
Email: Garth.Ward@lewisbrisbois.com

1     **12. COURT APPROVAL**

2             **12.1** Upon execution of this Consent Judgment by the Parties, ERC shall notice a  
3 Motion for Court Approval. The Parties shall use their best efforts to support entry of this  
4 Consent Judgment.

5             **12.2** If the California Attorney General objects to any term in this Consent Judgment,  
6 the Parties shall use their best efforts to resolve the concern in a timely manner, and if possible  
7 prior to the hearing on the motion.

8             **12.3** If this Stipulated Consent Judgment is not approved by the Court, it shall be  
9 void and have no force or effect.

10    **13. EXECUTION AND COUNTERPARTS**

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

14    **14. DRAFTING**

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

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

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

1     **16. ENFORCEMENT**

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

10    **17. ENTIRE AGREEMENT, AUTHORIZATION**

11            **17.1** This Consent Judgment contains the sole and entire agreement and  
12 understanding of the Parties with respect to the entire subject matter herein, and any and all  
13 prior discussions, negotiations, commitments, and understandings related hereto. No  
14 representations, oral or otherwise, express or implied, other than those contained herein have  
15 been made by any Party. No other agreements, oral or otherwise, unless specifically referred to  
16 herein, shall be deemed to exist or to bind any Party.

17            **17.2** Each signatory to this Consent Judgment certifies that he or she is fully  
18 authorized by the Party he or she represents to stipulate to this Consent Judgment.

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

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

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

27            (2) Make the findings pursuant to California Health and Safety Code section  
28

25249.7(f)(4), approve the Settlement, and approve this Consent Judgment.

**IT IS SO STIPULATED:**

Dated: 12/19/, 2016

ENVIRONMENTAL RESEARCH  
CENTER, INC.

By:   
Chris Leppinstall, Executive Director

Dated: \_\_\_\_\_, 2016


TIGER FITNESS, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

Dated: December 19, 2016

AQUA TERRA AERIS LAW GROUP

By:   
Matthew C. Maclear  
Anthony M. Barnes  
Attorney for Plaintiff Environmental  
Research Center, Inc.

Dated: \_\_\_\_\_, 2016

LEWIS BRISBOIS BISGAARD & SMITH  
LLP

By: \_\_\_\_\_  
Garth N. Ward  
Attorney for Defendant Tiger Fitness, Inc.

**ORDER AND JUDGMENT**

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

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: \_\_\_\_\_, 2016

\_\_\_\_\_  
Judge of the Superior Court



25249.7(f)(4), approve the Settlement, and approve this Consent Judgment.

**IT IS SO STIPULATED:**

Dated: 12/19/, 2016

ENVIRONMENTAL RESEARCH  
CENTER, INC.

By:   
Chris Hepburn, Executive Director

Dated: 12/20/, 2016

TIGER FITNESS, INC.

By:   
Its: CEO/Chad Vanden Gucht

**APPROVED AS TO FORM:**

Dated: \_\_\_\_\_, 2016

AQUA TERRA AERIS LAW GROUP

By: \_\_\_\_\_  
Matthew C. Maclear  
Anthony M. Barnes  
Attorney for Plaintiff Environmental  
Research Center, Inc.

Dated: \_\_\_\_\_, 2016

LEWIS BRISBOIS BISGAARD & SMITH  
LLP

By: \_\_\_\_\_  
Garth N. Ward  
Attorney for Defendant Tiger Fitness, Inc.

**ORDER AND JUDGMENT**

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IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: \_\_\_\_\_, 2016

\_\_\_\_\_  
Judge of the Superior Court



25249.7(f)(4), approve the Settlement, and approve this Consent Judgment.

**IT IS SO STIPULATED:**

Dated: \_\_\_\_\_, 2016

ENVIRONMENTAL RESEARCH  
CENTER, INC.

By: \_\_\_\_\_  
Chris Heptinstall, Executive Director

Dated: \_\_\_\_\_, 2016

TIGER FITNESS, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

Dated: \_\_\_\_\_, 2016

AQUA TERRA AERIS LAW GROUP

By: \_\_\_\_\_  
Matthew C. Maclear  
Anthony M. Barnes  
Attorney for Plaintiff Environmental  
Research Center, Inc.

Dated: 12/20, 2016

LEWIS BRISBOIS BISGAARD & SMITH  
LLP

By:   
Garth N. Ward  
Attorney for Defendant Tiger Fitness, Inc.

**ORDER AND JUDGMENT**

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

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: \_\_\_\_\_, 2016

\_\_\_\_\_  
Judge of the Superior Court