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10 Attorneys for Plaintiff  
11 ENVIRONMENTAL RESEARCH CENTER, INC.

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19 Attorney for Defendant  
20 RAIN INTERNATIONAL, LLC

21 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
22 COUNTY OF ALAMEDA

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

26 Plaintiff,

27 v.

28 RAIN INTERNATIONAL, LLC, a Delaware  
limited liability company,

Defendant.

CASE NO. RG16817466

STIPULATED CONSENT JUDGMENT

Health & Safety Code § 25249.5 *et seq.*

Action Filed: May 27, 2016

Trial Date: None set

**1. INTRODUCTION**

**1.1** On May 27, 2016, Plaintiff Environmental Research Center, Inc. (“ERC”), a non-profit corporation, as a private enforcer, and in the public interest, initiated this action by

1 filing a Complaint for Injunctive Relief and Civil Penalties (the “Complaint”) pursuant to the  
2 provisions of California Health and Safety Code section 25249.5 *et seq.* (“Proposition 65”),  
3 against Rain International, LLC (“Rain”). In this action, ERC alleges that a number of  
4 products manufactured, distributed or sold by Rain contain lead, a chemical listed under  
5 Proposition 65 as a carcinogen and reproductive toxin, and expose consumers to this chemical  
6 at a level requiring a Proposition 65 warning. These products (referred to hereinafter  
7 individually as a “Covered Product” or collectively as “Covered Products”) are:

- 8 • **Rain International Rain Core Nutrition Redefined**
- 9 • **Rain International Rain Soul Pure Wellness**
- 10 • **Rain International Rain Form Chocolate**

11 **1.2** ERC and Rain are hereinafter referred to individually as a “Party” or collectively  
12 as the “Parties.”

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

17 **1.4** For purposes of this Consent Judgment, the Parties agree that Rain is a business  
18 entity that has employed ten or more persons at all times relevant to this action, and qualifies as a  
19 “person in the course of business” within the meaning of Proposition 65. Rain manufactures,  
20 distributes and sells the Covered Products.

21 **1.5** The Complaint is based on allegations contained in ERC’s Notices of Violations  
22 dated October 16, 2015 and March 30, 2016 that were served on the California Attorney  
23 General, other public enforcers, and Rain (“Notices”). A true and correct copy of the Notices  
24 are attached as Exhibit A and are hereby incorporated by reference. More than 60 days have  
25 passed since the Notices were mailed and uploaded to the Attorney General’s website, and no  
26 designated governmental entity has filed a complaint against Rain with regard to the Covered  
27 Products or the alleged violations.

28 **1.6** ERC’s Notices and Complaint allege that use of the Covered Products exposes

1 persons in California to lead without first providing clear and reasonable warnings in violation  
2 of California Health and Safety Code section 25249.6. Rain denies all material allegations  
3 contained in the Notices and Complaint.

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

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

17 **1.9** The Effective Date of this Consent Judgment is the date on which it is entered as  
18 a Judgment by this Court.

19 **2. JURISDICTION AND VENUE**

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

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

2             **3.1** Beginning on the Effective Date, Rain shall be permanently enjoined from  
3 manufacturing for sale in the State of California, “Distributing into the State of California”, or  
4 directly selling in the State of California, any Covered Product which exposes a person to a  
5 “Daily Lead Exposure Level” of more than 0.5 micrograms per day of lead when the maximum  
6 suggested dose is taken as directed on the Covered Product’s label, unless it meets the warning  
7 requirements under Section 3.2.

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

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

18            **3.2 Clear and Reasonable Warnings**

19            If Rain is required to provide a warning pursuant to Section 3.1, the following warning  
20 must be utilized:

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

24            Alternatively, Rain may use the following warning statement:

25            **[California Proposition 65] WARNING: This product contains chemicals, including**  
26            **lead, known to the State of California to cause [cancer and] birth defects or other**  
27            **reproductive harm.**

28 The bracketed phrase “California Proposition 65” may, but is not required to, be used. Rain shall

1 use the phrase “cancer and” in the warning only if the maximum daily dose recommended on the  
2 label contains more than 15 micrograms of lead as determined pursuant to the quality control  
3 methodology set forth in Section 3.4 or contains a listed carcinogen(s) if Rain has reason to  
4 believe a warning is required for such other chemical(s).

5 The warning shall be securely affixed to or printed upon the container or label of each  
6 Covered Product.

7 The warning shall be at least the same size as the largest of any other health or safety  
8 warnings also appearing on its website or on the label or container of Rain’s product packaging  
9 and the word “**WARNING**” shall be in all capital letters and in bold print. No other statements  
10 contradicting Proposition 65 or lead may accompany the warning.

11 Rain must display the above warnings with such conspicuousness, as compared with other  
12 words, statements, or design of the label or container, as applicable, to render the warning likely to  
13 be read and understood by an ordinary individual under customary conditions of purchase or use  
14 of the product.

### 15 **3.3 Reformulated Covered Products**

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

### 20 **3.4 Testing and Quality Control Methodology**

21 **3.4.1** Beginning within one year of the Effective Date, Rain shall arrange for  
22 lead testing of the Covered Products at least once a year for a minimum of five consecutive  
23 years by arranging for testing of five randomly selected samples of each of the Covered  
24 Products, in the form intended for sale to the end-user, which Rain intends to sell or is  
25 manufacturing for sale in California, directly selling to a consumer in California or  
26 “Distributing into California.” The testing requirement does not apply to any of the Covered  
27 Products for which Rain has provided the warning specified in Section 3.2. If tests conducted  
28 pursuant to this Section demonstrate that no warning is required for a Covered Product during

1 each of five consecutive years, then the testing requirements of this Section will no longer be  
2 required as to that Covered Product. However, if during or after the five-year testing period,  
3 Rain changes ingredient suppliers for any of the Covered Products and/or reformulates any of  
4 the Covered Products, Rain shall test that Covered Product annually for at least four (4)  
5 consecutive years after such change is made.

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

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

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

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

22 **3.4.6** Beginning on the Effective Date and continuing for a period of five  
23 years, Rain shall arrange for copies of all laboratory reports with results of testing for lead  
24 content under Section 3.4.1 to be automatically sent by the testing laboratory directly to ERC  
25 within ten days after completion of the testing. Rain shall retain all test results and  
26 documentation for a period of five years from the date of each test.

1     **4. SETTLEMENT PAYMENT**

2             **4.1**     In full satisfaction of all potential civil penalties, payment in lieu of civil  
3 penalties, attorney’s fees, and costs, Rain shall make a total payment of \$212,500.00 (“Total  
4 Settlement Amount”) by wire transfer to ERC’s escrow account for which ERC will give Rain  
5 the necessary account information. The 1<sup>st</sup> installment of \$35,416.67 will be made within 5  
6 days of the Effective Date and the remaining five (5) installments of \$35,416.67 will follow in  
7 30 day increments (“Due Dates”). The Total Settlement Amount shall be apportioned as  
8 follows:

9             **4.2**     \$109,000.00 shall be considered a civil penalty pursuant to California Health  
10 and Safety Code §25249.7(b)(1). ERC shall remit 75% (\$81,750.00) of the civil penalty to the  
11 Office of Environmental Health Hazard Assessment (“OEHHA”) for deposit in the Safe  
12 Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety  
13 Code §25249.12(c). ERC will retain the remaining 25% (\$27,250.00) of the civil penalty.

14            **4.3**     \$716.14 shall be distributed to ERC as reimbursement to ERC for reasonable  
15 costs incurred in bringing this action.

16            **4.4**     \$82,624.32 shall be distributed to ERC in lieu of further civil penalties, for the  
17 day-to-day business activities such as (1) continued enforcement of Proposition 65, which  
18 includes work, analyzing, researching and testing consumer products that may contain  
19 Proposition 65 chemicals, focusing on the same or similar type of ingestible products that are  
20 the subject matter of the current action; (2) the continued monitoring of past consent judgments  
21 and settlements to ensure companies are in compliance with Proposition 65; and (3) giving a  
22 donation of \$4,100.00 to the Community Science Institute to address reducing toxic chemical  
23 exposures in California.

24            **4.5**     \$8,394.00 shall be distributed to Lozeau Drury LLP as reimbursement of ERC’s  
25 attorney’s fees, while \$11,765.54 shall be distributed to ERC for its in-house legal fees.

26            **4.6**     In the event that Rain fails to remit any of the installment payments owed under  
27 Section 4 of this Consent Judgment on or before their respective Due Dates, Rain shall be  
28 deemed to be in material breach of its obligations under this Consent Judgment. ERC shall

1 provide written notice of the delinquency to Rain via electronic mail. If Rain fails to deliver  
2 the installment payment within five (5) days from the written notice, the Total Settlement  
3 Payment shall become immediately due and payable and shall accrue interest at the statutory  
4 judgment interest rate provide in the Code of Civil Procedure section 685.010. Additionally,  
5 Rain agrees to pay ERC's reasonable attorney fees and costs for any efforts to collect the  
6 payment due under this Consent Judgment.

## 7 **5. MODIFICATION OF CONSENT JUDGMENT**

8 **5.1** This Consent Judgment may be modified only (i) by written stipulation of the  
9 Parties or pursuant to Section 5.4 and (ii) upon entry by the Court of a modified consent  
10 judgment.

11 **5.2** If Rain seeks to modify this Consent Judgment under Section 5.1, then Rain  
12 must provide written notice to ERC of its intent ("Notice of Intent"). If ERC seeks to meet and  
13 confer regarding the proposed modification in the Notice of Intent, then ERC must provide  
14 written notice to Rain within thirty days of receiving the Notice of Intent. If ERC notifies Rain  
15 in a timely manner of ERC's intent to meet and confer, then the Parties shall meet and confer in  
16 good faith as required in this Section. The Parties shall meet in person or via telephone within  
17 thirty (30) days of ERC's notification of its intent to meet and confer. Within thirty days of  
18 such meeting, if ERC disputes the proposed modification, ERC shall provide to Rain a written  
19 basis for its position. The Parties shall continue to meet and confer for an additional thirty (30)  
20 days in an effort to resolve any remaining disputes. Should it become necessary, the Parties  
21 may agree in writing to different deadlines for the meet-and-confer period.

22 **5.3** In the event that Rain initiates or otherwise requests a modification under  
23 Section 5.1, and the meet and confer process leads to a joint motion or application of the  
24 Consent Judgment, Rain shall reimburse ERC its reasonable costs and reasonable attorney's  
25 fees for the time spent in the meet-and-confer process and filing and arguing the motion or  
26 application.

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



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

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

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

10 **6.2** If ERC alleges that any Covered Product fails to qualify as a Reformulated  
11 Covered Product (for which ERC alleges that no warning has been provided), then ERC shall  
12 inform Rain in a reasonably prompt manner of its test results, including information sufficient  
13 to permit Rain to identify the Covered Products at issue. Rain shall, within thirty days  
14 following such notice, provide ERC with testing information, from an independent third-party  
15 laboratory meeting the requirements of Sections 3.4.1 and 3.4.2, demonstrating Rain’s  
16 compliance with the Consent Judgment, if warranted. Pursuant to the terms of Section 15  
17 herein, the Parties shall first attempt to resolve the matter prior to ERC taking any further legal  
18 action.

19 **7. APPLICATION OF CONSENT JUDGMENT**

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

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

27 **8.1** This Consent Judgment is a full, final, and binding resolution between  
28 ERC, on behalf of itself and in the public interest, and Rain and its respective officers,

1 directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates,  
2 suppliers, franchisees, licensees, customers (not including private label customers of Rain),  
3 distributors, wholesalers, retailers, and all other upstream and downstream entities in the  
4 distribution chain of any Covered Product, and the predecessors, successors and assigns of any  
5 of them (individually, "Released Party" and collectively, "Released Parties"). ERC hereby  
6 fully releases and discharges the Released Parties from any and all claims, actions, causes of  
7 action, suits, demands, liabilities, damages, penalties, fees, costs and expenses asserted, or that  
8 could have been asserted, from the handling, use, or consumption of the Covered Products, as  
9 to any alleged violation of Proposition 65 or its implementing regulations arising from the  
10 failure to provide Proposition 65 warnings on the Covered Products regarding lead up to and  
11 including the Effective Date.

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

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

26 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE  
27 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER  
28 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF

1 KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS  
2 OR HER SETTLEMENT WITH THE DEBTOR.

3 ERC on behalf of itself only, on the one hand, and Rain, on the other hand, acknowledge and  
4 understand the significance and consequences of this specific waiver of California Civil Code  
5 section 1542.

6 **8.4** Compliance with the terms of this Consent Judgment shall be deemed to  
7 constitute compliance with Proposition 65 by any Released Party regarding alleged exposures  
8 to lead in the Covered Products as set forth in the Notices and the Complaint.

9 **8.5** Nothing in this Consent Judgment is intended to apply to any occupational or  
10 environmental exposures arising under Proposition 65, nor shall it apply to any of Rain's  
11 products other than the Covered Products.

12 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

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

15 **10. GOVERNING LAW**

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

18 **11. PROVISION OF NOTICE**

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

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

23 Chris Heptinstall, Executive Director, Environmental Research Center  
24 3111 Camino Del Rio North, Suite 400  
25 San Diego, CA 92108  
26 Tel: (619) 500-3090  
27 Email: chris\_erc501c3@yahoo.com

28 ///

1 With a copy to:

2 MICHAEL R. LOZEAU  
3 RICHARD T. DRURY  
4 LOZEAU | DRURY LLP  
5 410 12th Street, Suite 250  
6 Oakland, CA 94607  
7 Ph: 510-836-4200  
8 Fax: 510-836-4205  
9 Email: michael@lozeaudrury.com  
10 richard@lozeaudrury.com

11 **RAIN INTERNATIONAL, LLC:**

12 Rain International  
13 Legal Dep't  
14 Attn: Jared Frei  
15 825 E. 1180 S., Suite 310  
16 American Fork, UT 84003  
17 Email: [jared@rainintl.com](mailto:jared@rainintl.com)

18 With a copy to:

19 ANN G. GRIMALDI  
20 GRIMALDI LAW OFFICES  
21 50 California Street, Suite 1500  
22 San Francisco, CA 94111  
23 Telephone: (415) 463-5186  
24 Facsimile: (415) 358-4467  
25 Email: ann.grimaldi@grimaldilawoffices.com

26 **12. COURT APPROVAL**

27 **12.1** Upon execution of this Consent Judgment by the Parties, ERC shall notice a  
28 Motion for Court Approval. The Parties shall use their best efforts to support entry of this  
Consent Judgment.

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

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

1     **13. EXECUTION AND COUNTERPARTS**

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

5     **14. DRAFTING**

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

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

15             If a dispute, including a dispute covered by Section 6.2 herein, arises with respect to either  
16 Party’s compliance with the terms of this Consent Judgment entered by the Court, the Parties shall  
17 meet in person or by telephone and endeavor to resolve the dispute in an amicable manner. No  
18 action or motion may be filed in the absence of such a good faith attempt to resolve the dispute  
19 beforehand. In the event an action or motion is filed, however, the prevailing party may seek to  
20 recover costs and reasonable attorney’s fees. As used in the preceding sentence, the term  
21 “prevailing party” means a party who is successful in obtaining relief more favorable to it than the  
22 relief that the other party was amenable to providing during the Parties’ good faith attempt to  
23 resolve the dispute that is the subject of such enforcement action.

24     **16. ENTIRE AGREEMENT, AUTHORIZATION**

25             **16.1** 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  
28 representations, oral or otherwise, express or implied, other than those contained herein have

1 been made by any Party. No other agreements, oral or otherwise, unless specifically referred to  
2 herein, shall be deemed to exist or to bind any Party.

3 16.2 Each signatory to this Consent Judgment certifies that he or she is fully  
4 authorized by the Party he or she represents to stipulate to this Consent Judgment. Except as  
5 explicitly provided herein, each Party shall bear its own fees and costs.

6 **17. 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 (1) Find that the terms and provisions of this Consent Judgment represent a fair and  
12 equitable settlement of all matters raised by the allegations of the Complaint, that the matter has  
13 been diligently prosecuted, and that the public interest is served by such settlement; and

14 (2) Make the findings pursuant to California Health and Safety Code section  
15 25249.7(f)(4), approve the Settlement, and approve this Consent Judgment.

17 **IT IS SO STIPULATED:**

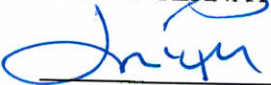
18 Dated: 5/27/, 2016

ENVIRONMENTAL RESEARCH  
CENTER, INC

By:   
Chris Hepinstall, Executive Director

21 Dated: 5/30, 2016

RAIN INTERNATIONAL, LLC

By:   
Its: General Counsel

1 **APPROVED AS TO FORM:**

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

LOZEAU | DRURY LLP

3 By: \_\_\_\_\_

4 Michael R. Lozeau  
5 Richard T. Drury  
6 Attorneys for Plaintiff Environmental  
7 Research Center, Inc.

8 Dated: May 31 \_\_\_\_\_, 2016

GRIMALDI LAW OFFICES

9  
10 By: Ann G. Grimaldi

11 Ann G. Grimaldi  
12 Attorney for Defendant Rain  
13 International, LLC

14 **ORDER AND JUDGMENT**

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

17 IT IS SO ORDERED, ADJUDGED AND DECREED.

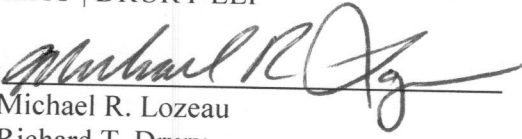
18 Dated: \_\_\_\_\_, 2016

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

1 APPROVED AS TO FORM:

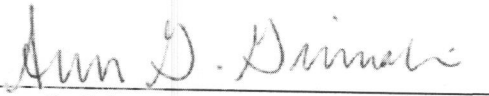
2 Dated: May 31, 2016

LOZEAU | DRURY LLP

3  
4 By:   
5 Michael R. Lozeau  
6 Richard T. Drury  
7 Attorneys for Plaintiff Environmental  
8 Research Center, Inc.

8 Dated: May 31, 2016

GRIMALDI LAW OFFICES

9  
10 By:   
11 Ann G. Grimaldi  
12 Attorney for Defendant Rain  
13 International, LLC

14 **ORDER AND JUDGMENT**

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

17 IT IS SO ORDERED, ADJUDGED AND DECREED.

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

19 \_\_\_\_\_  
20 Judge of the Superior Court