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16 Attorney for Defendant
17 BLENDFRESH, LLC

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **COUNTY OF ALAMEDA**

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

22 Plaintiff,

23 v.

24 BLENDFRESH, LLC, a Utah limited liability
25 company, and DOES 1 – 25,

26 Defendants.

CASE NO. RG17878877

**STIPULATED CONSENT
JUDGMENT**

Health & Safety Code § 25249.5 *et seq.*

Action Filed: October 18, 2017

Trial Date: None set

27 **1. INTRODUCTION**

28 **1.1** On October 18, 2017, 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 Complaint for Permanent Injunction, Civil Penalties and Other Relief (the “Complaint”) pursuant to the provisions of California Health and Safety Code section 25249.5 *et seq.* (“Proposition 65”), against BLENDFRESH, LLC (“BLENDFRESH”) and DOES 1-25. In this action, ERC alleges that a number of products manufactured, distributed, or sold by

1 BLENDFRESH contain lead, a chemical listed under Proposition 65 as a carcinogen and
2 reproductive toxin, and expose consumers to this chemical at a level requiring a Proposition 65
3 warning. These products (referred to hereinafter individually as a “Covered Product” or
4 collectively as “Covered Products”) are:

- 5 • Blendfresh Fusion Wholefoodpowder 8 Plant Based Proteins Vanilla
- 6 • Blendfresh Fusion Wholefoodpowder 15 Seeds & Sprouts Fiber

7 **1.2** ERC and BLENDFRESH are hereinafter referred to individually as a “Party” or
8 collectively as the “Parties.”

9 **1.3** ERC is a 501 (c)(3) California non-profit corporation that asserts that it is
10 dedicated to, among other causes, helping safeguard the public from health hazards by reducing
11 the use and misuse of hazardous and toxic chemicals, facilitating a safe environment for
12 consumers and employees, and encouraging corporate responsibility.

13 **1.4** ERC contends that BLENDFRESH is a business entity that has employed ten or
14 more persons at times relevant to this action, and qualifies as a “person in the course of business”
15 within the meaning of Proposition 65. BLENDFRESH manufactures, distributes, and/or sells the
16 Covered Products.

17 **1.5** The Complaint is based on allegations contained in ERC’s Notice of Violation
18 dated June 15, 2017, that was served on the California Attorney General, other public
19 enforcers, and BLENDFRESH (“Notice”). A true and correct copy of the 60-Day Notice dated
20 June 15, 2017 is attached hereto as **Exhibit A** and incorporated herein by reference. More than
21 60 days have passed since the Notice was served on the Attorney General, public enforcers, and
22 BLENDFRESH and no designated governmental entity has filed a complaint against
23 BLENDFRESH with regard to the Covered Products or the alleged violations.

24 **1.6** ERC’s Notice and Complaint allege that use of the Covered Products exposes
25 persons in California to lead without first providing clear and reasonable warnings in violation
26 of California Health and Safety Code section 25249.6. BLENDFRESH denies all material
27 allegations contained in the Notice and Complaint.

1 1.7 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 1.8 Except as expressly set forth herein, nothing in this Consent Judgment shall
9 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
10 current or future legal proceeding unrelated to these proceedings.

11 1.9 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, personal jurisdiction
17 over BLENDFRESH as to the acts alleged in the Complaint, that venue is proper in Alameda
18 County, and that this Court has jurisdiction to enter this Consent Judgment as a full and final
19 resolution of all claims up through and including the Effective Date which were or could have
20 been asserted in this action based on the facts alleged in the Notice and Complaint.

21 **3. INJUNCTIVE RELIEF, REFORMULATION, AND WARNINGS**

22 3.1 Beginning on the Effective Date, at all times that BLENDFRESH employs ten
23 or more employees as defined by 27 California Code of Regulations section 25102(h), any
24 Covered Products that are manufactured and that BLENDFRESH thereafter “Distributes into the
25 State of California” or directly sells in the State of California, shall either (1) contain no more
26 than 0.5 micrograms of lead per day as calculated pursuant to Section 3.1.2, excluding
27 allowances pursuant to Section 3.3; or (2) meet the warning requirements of Section 3.2.
28

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

5 **3.1.2** For purposes of this Consent Judgment, the “Daily Lead Exposure
6 Level” shall be measured in micrograms, and shall be calculated using the following formula:
7 micrograms of lead per gram of product, multiplied by grams of product per serving of the
8 product (using the largest serving size appearing on the product label), multiplied by servings
9 of the product per day (using the largest number of servings in a recommended dosage
10 appearing on the product label). If no recommended daily serving size is provided on the label,
11 then the daily serving size shall equal one.

12 **3.2 Clear and Reasonable Warnings**

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

15 **WARNING:** Consuming this product can expose you to chemicals including lead which is
16 [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.

17 BLENDFRESH shall use the phrase “cancer and” in the Warning only if the “Daily Lead
18 Exposure Level” is greater than 15 micrograms of lead.

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

25 The Warning shall be at least the same size as the largest of any other health or safety
26 warnings also appearing on its website or on the label or container of BLENDFRESH’s product
27 packaging and the word “**WARNING**” shall be in all capital letters and in bold print. In no case
28 shall the Warning appear in a type size smaller than 6-point font. No other statements about

1 Proposition 65 or lead may accompany the warning.

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

6 **3.3 Reformulated Covered Products**

7 A Reformulated Covered Product is one for which the "Daily Lead Exposure Level" is no
8 greater than 0.5 micrograms of lead per day, excluding amounts of naturally occurring lead in the
9 ingredients listed in the table below.

INGREDIENT	NATURALLY OCCURRING AMOUNT OF LEAD
Calcium (Elemental)	0.8 micrograms/gram
Ferrous Fumarate	0.4 micrograms/gram
Zinc Oxide	8.0 micrograms/gram
Magnesium Oxide	0.4 micrograms/gram
Magnesium Carbonate	0.332 micrograms/gram
Magnesium Hydroxide	0.4 micrograms/gram
Zinc Gluconate	0.8 micrograms/gram
Potassium Chloride	1.1 micrograms/gram

21 If at any time after the Effective Date, ERC tests a Covered Product and the test results indicate
22 that the Daily Lead Exposure Level is greater than 0.5 micrograms per day, BLENDFRESH
23 agrees to supply to ERC under the terms of the Confidentiality Agreement already in place
24 between the Parties and within thirty (30) days of ERC's written request a list of ingredients,
25 including the percentage of each ingredient ("Ingredient List"), of that particular Covered Product
26 so that ERC may be able to calculate the daily exposure based on the allowances contained in the
27 above table.

28 In the event that a dispute arises with respect to compliance with the terms of this Consent

1 Judgment as to any contribution from naturally occurring lead levels under this section which
2 requires intervention by the Court, the Parties shall employ good faith efforts to seek entry of a
3 protective order that limits public access to and disclosure of the Ingredient List provided. Should
4 a dispute arise, the Parties shall first meet and confer in an effort to fully resolve any dispute.

5 **4. SETTLEMENT PAYMENT**

6 **4.1** In full satisfaction of all potential civil penalties, additional settlement payments,
7 in lieu of civil penalties, attorney's fees, and costs, BLENDFRESH shall make a total payment of
8 \$55,000.00 ("Total Settlement Amount") made in six installment payments to ERC as follows:
9 \$15,000.00 as an initial payment ("Initial Payment") to be paid within seven (7) business days of
10 the Effective Date and \$8,000.00 to be paid on the monthly anniversary of the Effective Date
11 starting the month following the Effective Date for five (5) consecutive months, except that
12 when the monthly anniversary date falls on a Saturday, Sunday or legal holiday, BLENDFRESH
13 shall have until the next business day following the monthly anniversary date to make the
14 payment. BLENDFRESH shall make these payments by wire transfer to ERC's escrow account,
15 for which ERC will give BLENDFRESH the necessary account information. ERC shall provide
16 necessary W-9 forms to BLENDFRESH prior to payment. The Total Settlement Amount shall be
17 apportioned as follows:

18 **4.2** \$13,949.00 shall be considered a civil penalty pursuant to California Health and
19 Safety Code section 25249.7(b)(1). ERC shall remit 75% (\$10,461.80) of the civil penalty to
20 the Office of Environmental Health Hazard Assessment ("OEHHA") for deposit in the Safe
21 Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety
22 Code section 25249.12(c). ERC will retain the remaining 25% (\$3,487.20) of the civil penalty.

23 **4.3** \$2,569.12 shall be distributed to ERC as reimbursement to ERC for reasonable
24 costs incurred in bringing this action.

25 **4.4** \$10,461.80 shall be distributed to ERC as an Additional Settlement Payment
26 ("ASP"), pursuant to California Code of Regulations, title 11, sections 3203, subdivision (d) and
27 3204. ERC will utilize the ASP for activities that address the same public harm as allegedly
28 caused by BLENDFRESH in this matter. These activities are detailed below and support ERC's

1 overarching goal of reducing and/or eliminating hazardous and toxic chemicals in dietary
2 supplement products in California. ERC's activities have had, and will continue to have, a direct
3 and primary effect within the State of California because California consumers will be benefitted
4 by the reduction and/or elimination of exposure to lead in dietary supplements and/or by
5 providing clear and reasonable warnings to California consumers prior to ingestion of the
6 products.

7 Based on a review of past years' actual budgets, ERC is providing the following list of
8 activities ERC engages in to protect California consumers through Proposition 65 citizen
9 enforcement, along with a breakdown of how ASP funds will be utilized to facilitate those
10 activities: (1) ENFORCEMENT (65-80%): obtaining, shipping, analyzing, and testing dietary
11 supplement products that may contain lead and are sold to California consumers. This work
12 includes continued monitoring and enforcement of past consent judgments and settlements to
13 ensure companies are in compliance with their obligations thereunder, with a specific focus on
14 those judgments and settlements concerning lead. This work also includes investigation of new
15 companies that ERC does not obtain any recovery through settlement or judgment; (2)
16 VOLUNTARY COMPLIANCE PROGRAM (10-20%): maintaining ERC's Voluntary
17 Compliance Program by acquiring products from companies, developing and maintaining a case
18 file, testing products from these companies, providing the test results and supporting
19 documentation to the companies, and offering guidance in warning or implementing a self-
20 testing program for lead in dietary supplement products; and (3) "GOT LEAD" PROGRAM (up
21 to 5%): maintaining ERC's "Got Lead?" Program which reduces the numbers of contaminated
22 products that reach California consumers by providing access to free testing for lead in dietary
23 supplement products (Products submitted to the program are screened for ingredients which are
24 suspected to be contaminated, and then may be purchased by ERC, catalogued, sent to a
25 qualified laboratory for testing, and the results shared with the consumer that submitted the
26 product). BLENDFRESH has no information regarding ERC's budget and activities, and takes
27 no position with respect to the contents of this paragraph.
28

1 ERC shall be fully accountable in that it will maintain adequate records to document and
2 will be able to demonstrate how the ASP funds will be spent and can assure that the funds are
3 being spent only for the proper, designated purposes described in this Consent Judgment. ERC
4 shall provide the Attorney General, within thirty days of any request, copies of documentation
5 demonstrating how such funds have been spent.

6 **4.5** \$11,873.00 shall be distributed to Aqua Terra Aeris Law Group as
7 reimbursement of ERC's attorney's fees, while \$16,147.08 shall be distributed to ERC for its
8 in-house legal fees. Except as explicitly provided herein, each Party shall bear its own fees and
9 costs.

10 **4.6** In the event that BLENDFRESH fails to remit the Total Settlement Amount
11 owed under Section 4 of this Consent Judgment in the manner set forth in Section 4.1,
12 BLENDFRESH shall be deemed to be in material breach of its obligations under this Consent
13 Judgment. ERC shall provide written notice of any delinquency to BLENDFRESH via
14 electronic mail. If BLENDFRESH fails to deliver the amount then due within five (5) days
15 from the written notice, the entire unpaid balance of the Total Settlement Amount shall
16 immediately become due and payable. Interest on the unpaid amount shall accrue at the
17 statutory judgment interest rate provided in the California Code of Civil Procedure section
18 685.010. Additionally, BLENDFRESH agrees to pay ERC's reasonable attorney's fees and
19 costs for any efforts to collect the payment due under this Consent Judgment.

20 **5. MODIFICATION OF CONSENT JUDGMENT**

21 **5.1** This Consent Judgment may be modified only as to injunctive terms (i) by
22 written stipulation of the Parties and upon entry by the Court of a modified consent judgment or
23 (ii) by motion of either Party pursuant to Section 5.3 or 5.4 and upon entry by the Court of a
24 modified consent judgment.

25 **5.2** If BLENDFRESH seeks to modify this Consent Judgment under Section 5.1,
26 then BLENDFRESH must provide written notice to ERC of its intent ("Notice of Intent"). If
27 ERC seeks to meet and confer regarding the proposed modification in the Notice of Intent, then
28 ERC must provide written notice to BLENDFRESH within thirty (30) days of receiving the

1 Notice of Intent. If ERC notifies BLENDFRESH in a timely manner of ERC's intent to meet
2 and confer, then the Parties shall meet and confer in good faith as required in this Section. The
3 Parties shall meet in person or via telephone within thirty (30) days of ERC's notification of its
4 intent to meet and confer. Within thirty (30) days of such meeting, if ERC disputes the
5 proposed modification, ERC shall provide to BLENDFRESH a written basis for its position.
6 The Parties shall continue to meet and confer for an additional thirty (30) days in an effort to
7 resolve any remaining disputes. Should it become necessary, the Parties may agree in writing
8 to different deadlines for the meet-and-confer period.

9 **5.3** In the event that BLENDFRESH initiates or otherwise requests a modification
10 under Section 5.1, and the meet and confer process leads to a joint motion or application of the
11 Consent Judgment, BLENDFRESH shall reimburse ERC its costs and reasonable attorney's
12 fees for the time spent in the meet-and-confer process and filing and arguing the motion or
13 application.

14 **5.4** Where the meet-and-confer process does not lead to a joint motion or
15 application in support of a modification of the Consent Judgment, then either Party may seek
16 judicial relief on its own.

17 **6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT**
18 **JUDGMENT**

19 **6.1** This Court shall retain jurisdiction of this matter to enforce, modify, or terminate
20 this Consent Judgment.

21 **6.2** If ERC alleges that any Covered Product fails to qualify as a Reformulated
22 Covered Product (for which ERC alleges that no Warning has been provided), then ERC shall
23 inform BLENDFRESH in a reasonably prompt manner of its test results, including information
24 sufficient to permit BLENDFRESH to identify the Covered Products at issue. BLENDFRESH
25 shall, within thirty (30) days following such notice, provide ERC with information
26 demonstrating BLENDFRESH's compliance with the Consent Judgment. The Parties shall
27 first attempt to resolve the matter prior to ERC taking any further legal action.
28

1 **7. APPLICATION OF CONSENT JUDGMENT**

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

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

9 **8.1** This Consent Judgment is a full, final, and binding resolution between ERC,
10 on behalf of itself and in the public interest, and BLENDFRESH and its respective officers,
11 directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, suppliers,
12 franchisees, licensees, customers (not including private label customers of BLENDFRESH),
13 distributors, wholesalers, retailers, and all other upstream and downstream entities in the
14 distribution chain of any Covered Product, and the predecessors, successors, and assigns of any
15 of them (collectively, "Released Parties"). ERC, on behalf of itself and in the public interest,
16 hereby fully releases and discharges the Released Parties from any and all claims, actions,
17 causes of action, suits, demands, liabilities, damages, penalties, fees, costs, and expenses
18 asserted, or that could have been asserted from the handling, use, or consumption of the
19 Covered Products, as to any alleged violation of Proposition 65 or its implementing regulations
20 arising from the failure to provide Proposition 65 warnings on the Covered Products regarding
21 lead up to and including the Effective Date.

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

28 **8.3** It is possible that other claims not known to the Parties, arising out of the facts

1 alleged in the Notice and Complaint, and relating to the Covered Products, will develop or be
2 discovered. ERC on behalf of itself only, and BLENDFRESH on behalf of itself only,
3 acknowledge that this Consent Judgment is expressly intended to cover and include all such
4 claims up through and including the Effective Date, including all rights of action therefore.
5 ERC and BLENDFRESH acknowledge that the claims released in Sections 8.1 and 8.2 above
6 may include unknown claims, and nevertheless waive California Civil Code section 1542 as to
7 any such unknown claims. California Civil Code section 1542 reads as follows:

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

11 ERC on behalf of itself only, and BLENDFRESH 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 Compliance with the terms of this Consent Judgment shall be deemed to
15 constitute compliance with Proposition 65 by any releasee regarding alleged exposures to lead
16 in the Covered Products as set forth in the Notice and Complaint.

17 8.5 Nothing in this Consent Judgment is intended to apply to any occupational or
18 environmental exposures arising under Proposition 65, nor shall it apply to any of
19 BLENDFRESH's products other than the Covered Products.

20 9. SEVERABILITY OF UNENFORCEABLE PROVISIONS

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

23 10. GOVERNING LAW

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

26 II. PROVISION OF NOTICE

27 All notices required to be given to either Party to this Consent Judgment by the other shall
28 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 MATTHEW C. MACLEAR
10 ANTHONY M. BARNES
11 AQUA TERRA AERIS LAW GROUP
12 828 San Pablo Ave, Suite 115B
13 Albany, CA 94706
14 Ph: 415-568-5200
15 Email: mcm@atalawgroup.com

16 **FOR BLENDFRESH, LLC**

17 Kathleen Earle, President
18 1206 S 1680 W
19 Orem, UT 84058
20 Ph: 855-502-5363
21 kearle@blendfresh.com

22 With a copy to:
23 BRENT E. JOHNSON
24 HOLLAND & HART LLP
25 222 South Main Street, Suite 2200
26 Salt Lake City, UT 84101
27 Ph: 801-799-5800
28 Email: bjohnson@hollandhart.com

29 **12. COURT APPROVAL**

30 **12.1** Upon execution of this Consent Judgment by the Parties, ERC shall notice a
31 Motion for Court Approval. The Parties shall use their best efforts to support entry of this
32 Consent Judgment.

33 **12.2** If the California Attorney General objects to any term in this Consent Judgment,
34 the Parties shall use their best efforts to resolve the concern in a timely manner, and if possible

1 prior to the hearing on the motion.

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

4 **13. EXECUTION AND COUNTERPARTS**

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

8 **14. DRAFTING**

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

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

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

22 **16. ENTIRE AGREEMENT, AUTHORIZATION**

23 **16.1** This Consent Judgment contains the sole and entire agreement and
24 understanding of the Parties with respect to the entire subject matter herein, and any and all
25 prior discussions, negotiations, commitments, and understandings related hereto. No
26 representations, oral or otherwise, express or implied, other than those contained herein have
27 been made by any Party. No other agreements, oral or otherwise, unless specifically referred to
28 herein, shall be deemed to exist or to bind any Party.

1 **16.2** Each signatory to this Consent Judgment certifies that he or she is fully
2 authorized by the Party he or she represents to stipulate to this Consent Judgment.

3 **17. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF**
4 **CONSENT JUDGMENT**

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

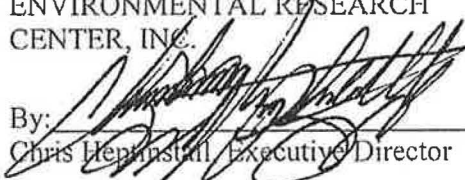
8 (1) Find that the terms and provisions of this Consent Judgment represent a fair and
9 equitable settlement of all matters raised by the allegations of the Complaint that the matter has
10 been diligently prosecuted, and that the public interest is served by such settlement; and

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

13 **IT IS SO STIPULATED:**

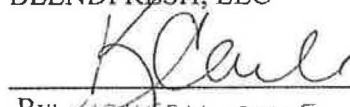
14 Dated: 11/28/, 2017

ENVIRONMENTAL RESEARCH
CENTER, INC.

15
16 By: 
17 Chris Henning, Executive Director

18
19 Dated: 11/28/, 2017

BLENDFRESH, LLC

20
21 By: 
22 Its: PRESIDENT

1 **APPROVED AS TO FORM:**

2 Dated: November 28, 2017

AQUA TERRA AERIS LAW GROUP

3
4 By: 

5 Matthew C. Maclear
6 Anthony M. Barnes
7 Attorneys for Plaintiff Environmental
8 Research Center, Inc.

9
10 Dated: November 29, 2017

HOLLAND & HART LLP

11 By: 

12 Brent E. Johnson
13 Attorney for Defendant Blendfresh, 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: _____, 2017

19 Judge of the Superior Court