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11 Attorney for Defendant
12 ALLYSIAN SCIENCES INC.

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

14 **COUNTY OF ALAMEDA**

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

18 **Plaintiff,**

19 **vs.**

20 **ALLYSIAN SCIENCES INC., a Nevada**
Corporation, and DOES 1-100

21 **Defendants.**

CASE NO. RG18899556

**STIPULATED CONSENT
JUDGMENT**

Health & Safety Code § 25249.5 *et seq.*

Action Filed: Trial Date: None set

22
23
24 **1. INTRODUCTION**

25 **1.1** On April 3, 2018, Plaintiff Environmental Research Center, Inc. ("ERC"), a
26 non-profit corporation, as a private enforcer and in the public interest, initiated this action by
27 filing a Complaint for Injunctive and Declaratory Relief and Civil Penalties (the "Complaint")
28 pursuant to the provisions of California Health and Safety Code section 25249.5 *et seq.*

1 (“Proposition 65”), against Allysian Sciences Inc., a Nevada Corporation (“Allysian”) and Does
2 1-100. In this action, ERC alleges that one of the products manufactured, distributed, or sold by
3 Allysian contains lead and propargite, chemicals listed under Proposition 65 as carcinogens and
4 reproductive toxins, and exposes consumers to these chemicals at levels requiring a Proposition
5 65 warning. This product (referred to hereinafter as the “Covered Product”) is: Allysian Genesis
6 Green + Berry Powder.

7 **1.2** ERC and Allysian 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 dedicated to, among other
10 causes, helping safeguard the public from health hazards by reducing the use and misuse of
11 hazardous and toxic chemicals, facilitating a safe environment for consumers and employees,
12 and encouraging corporate responsibility.

13 **1.4** For purposes of this Consent Judgment, the Parties agree that Allysian is a “person
14 in the course of doing business” within the meaning of Proposition 65. Allysian manufactures,
15 distributes, and/or sells the Covered Product.

16 **1.5** The Complaint is based on allegations contained in ERC’s Notice of Violation
17 dated January 22, 2018 that was served on the California Attorney General, other public
18 enforcers, and Allysian (“Notice”). A true and correct copy of the 60-Day Notice dated January
19 22, 2018 is attached hereto as **Exhibit A** and incorporated by reference. More than 60 days
20 have passed since the Notice was served on the Attorney General, public enforcers, and
21 Allysian and no designated governmental entity has filed a complaint against Allysian with
22 regard to the Covered Product or the alleged violations.

23 **1.6** ERC’s Notice and Complaint allege that use of the Covered Product exposes
24 persons in California to lead and propargite without first providing clear and reasonable
25 warnings in violation of California Health and Safety Code section 25249.6. Allysian denies all
26 material allegations contained in the Notice and Complaint.

27 **1.7** The Parties have entered into this Consent Judgment in order to settle,
28 compromise, and resolve disputed claims and thus avoid prolonged and costly litigation.

1 Nothing in this Consent Judgment nor compliance with this Consent Judgment shall constitute or
2 be construed as an admission by any of the Parties or by any of their respective officers,
3 directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, franchisees,
4 licensees, customers, suppliers, distributors, wholesalers, or retailers of any fact, issue of law, or
5 violation of law.

6 1.8 Except as expressly set forth herein, nothing in this Consent Judgment shall
7 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
8 current or future legal proceeding unrelated to these proceedings.

9 1.9 The Effective Date of this Consent Judgment is the date on which notice is given
10 that it has been entered as a Judgment by this Court.

11 **2. JURISDICTION AND VENUE**

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

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

20 3.1 Beginning on the Effective Date, Allysian shall be permanently enjoined from
21 manufacturing for sale in the State of California, "Distributing into the State of California", or
22 directly selling in the State of California, any Covered Product which exposes a person to a
23 "Daily Lead Exposure Level" of more than 0.5 micrograms of lead per day or any detectable
24 level of propargite as determined by the quality control methodology described in Section 3.4
25 unless it meets the warning requirements under Section 3.2.

26 3.1.1 As used in this Consent Judgment, the term "Distributing into the State
27 of California" shall mean to directly ship a Covered Product into California for sale in
28

1 California or to sell a Covered Product to a distributor that Allysian knows or has reason to
2 know will sell the Covered Product in California.

3 **3.1.2** For purposes of this Consent Judgment, the “Daily Lead Exposure
4 Level” shall be measured in micrograms, and shall be calculated using the following formula:
5 micrograms of lead per gram of product, multiplied by grams of product per serving of the
6 product (using the largest serving size appearing on the product label), multiplied by servings
7 of the product per day (using the largest number of servings in a recommended dosage
8 appearing on the product label), which equals micrograms of lead exposure per day. If no
9 recommended daily serving size is provided on the label, then the daily serving size shall equal
10 one.

11 **3.2 Clear and Reasonable Warnings**

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

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

17 The Warning shall be securely affixed to or printed upon the container or label of each
18 Covered Product. If the Warning is provided on the label, it must be set off from other
19 surrounding information and enclosed in a box. In addition, for any Covered Product sold over
20 the internet by Allysian, the Warning shall appear on the checkout page when a California
21 delivery address is indicated for any purchase of any Covered Product, on the product display
22 page for the Covered Product, or in a pop-up window. An asterisk or other identifying method
23 must be utilized to identify which 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 Allysian’s product packaging
26 and the word “**WARNING**” shall be in all capital letters and in bold print. The Warning will not
27 contain statements indicating that the chemicals in the Covered Product are naturally occurring.

28 Allysian 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

1 the Warning likely to be read and understood by an ordinary individual under customary
2 conditions of purchase or use of the product.

3 **3.3 Reformulated Covered Product**

4 A Reformulated Covered Product is one for which the "Daily Lead Exposure Level" is no
5 greater than 0.5 micrograms of lead per day and for which there is no detectable presence of
6 propargite as determined by the quality control methodology described in Section 3.4 .

7 **3.4 Testing and Quality Control Methodology**

8 **3.4.1** Beginning within one year of the Effective Date, Allysian shall arrange
9 for lead and propargite testing of the Covered Product, if it does not comply with the warning
10 requirements under Section 3.2, at least once a year for a minimum of five consecutive years by
11 arranging for testing of five randomly selected samples of the Covered Product, in the form
12 intended for sale to the end-user, which Allysian intends to sell or is manufacturing for sale in
13 California, directly selling to a consumer in California or "Distributing into the State of
14 California." If tests conducted pursuant to this Section demonstrate that no Warning is required
15 for the Covered Product during each of five consecutive years, then the testing requirements of
16 this Section will no longer be required as to the Covered Product. However, if during or after
17 the five-year testing period, Allysian changes ingredient suppliers for the Covered Product
18 and/or reformulates the Covered Product, Allysian shall test the Covered Product annually for
19 at least four (4) consecutive years after such change is made.

20 **3.4.2** For purposes of measuring the "Daily Lead Exposure Level," the highest
21 lead detection result of the five (5) randomly selected samples of the Covered Product will be
22 controlling.

23 **3.4.3** All testing pursuant to this Consent Judgment shall be performed using a
24 laboratory method that complies with the performance and quality control factors appropriate for
25 the method used, including limit of detection, qualification, accuracy, and precision that meets
26 the following criteria: for lead, Inductively Coupled Plasma-Mass Spectrometry ("ICP-MS")
27 achieving a limit of quantification of less than or equal to 0.010 mg/kg; for propargite, Quick,
28 Easy, Cheap, Effective, Rugged, and Safe ("QuEChERS") achieving a limit of quantification of

1 less than or equal to 0.05 mg/kg; or any other testing method subsequently agreed to in writing
2 by the Parties and approved by the Court through entry of a modified consent judgment.

3 **3.4.4** All testing pursuant to this Consent Judgment shall be performed by an
4 independent third party laboratory certified by the California Environmental Laboratory
5 Accreditation Program or an independent third-party laboratory that is registered with the
6 United States Food & Drug Administration.

7 **3.4.5** Nothing in this Consent Judgment shall limit Allysian's ability to
8 conduct, or require that others conduct, additional testing of the Covered Product, including the
9 raw materials used in their manufacture.

10 **3.4.6** Within thirty (30) days of ERC's written request, which shall not be
11 made more than once per year within the first five years after the Effective Date, Allysian shall
12 deliver lab reports obtained pursuant to Section 3.4 to ERC. Allysian shall retain all test results
13 and documentation for a period of five years from the date of each test.

14 **4. SETTLEMENT PAYMENT**

15 **4.1** In full satisfaction of all potential civil penalties, additional settlement payments,
16 attorney's fees, and costs, Allysian shall make a total payment of \$85,000.00 ("Total
17 Settlement Amount") to ERC within five (5) months of the Effective Date in five (5) equal
18 monthly installments of \$17,000.00 with the first payment due and owing within five (5)
19 business days of the Effective Date and each additional payment to follow in thirty (30) day
20 increments ("Due Dates"). Allysian shall make each payment by wire transfer to ERC's
21 escrow account, for which ERC will give Allysian the necessary account information. The
22 Total Settlement Amount shall be apportioned as follows:

23 **4.2** \$26,240.32 shall be considered a civil penalty pursuant to California Health and
24 Safety Code section 25249.7(b)(1). ERC shall remit 75% (\$19,680.24) of the civil penalty to
25 the Office of Environmental Health Hazard Assessment ("OEHHA") for deposit in the Safe
26 Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety
27 Code section 25249.12(c). ERC will retain the remaining 25% (\$6,560.08) of the civil penalty.
28

1 4.3 \$2,691.55 shall be distributed to ERC as reimbursement to ERC for reasonable
2 costs incurred in bringing this action.

3 4.4 \$19,680.21 shall be distributed to ERC as an Additional Settlement Payment
4 (“ASP”), pursuant to California Code of Regulations, title 11, sections 3203, subdivision (d) and
5 3204. ERC will utilize the ASP for activities that address the same public harm as allegedly
6 caused by Allysian in this matter. ERC represents that these activities are detailed below and
7 support ERC’s overarching goal of reducing and/or eliminating hazardous and toxic chemicals in
8 dietary supplement products in California. ERC represents that its activities have had, and will
9 continue to have, a direct and primary effect within the State of California because California
10 consumers will be benefitted by the reduction and/or elimination of exposure to lead and or
11 propargite in dietary supplements and/or by providing clear and reasonable warnings to
12 California consumers prior to ingestion of the products.

13 Based on its review of past years’ actual budgets, ERC represents that it is providing the
14 following list of activities ERC engages in to protect California consumers through Proposition
15 65 citizen enforcement, along with a breakdown of how ASP funds will be utilized to facilitate
16 those activities: (1) ENFORCEMENT (65-80%): obtaining, shipping, analyzing, and testing
17 dietary supplement products that may contain lead and/or propargite and are sold to California
18 consumers. This work includes continued monitoring and enforcement of past consent
19 judgments and settlements to ensure companies are in compliance with their obligations
20 thereunder, with a specific focus on those judgments and settlements concerning lead and/or
21 propargite. This work also includes investigation of new companies that ERC does not obtain
22 any recovery through settlement or judgment; (2) VOLUNTARY COMPLIANCE PROGRAM
23 (10-20%): maintaining ERC’s Voluntary Compliance Program by acquiring products from
24 companies, developing and maintaining a case file, testing products from these companies,
25 providing the test results and supporting documentation to the companies, and offering guidance
26 in warning or implementing a self-testing program for lead and/or propargite in dietary
27 supplement products; and (3) “GOT LEAD” PROGRAM (up to 5%): maintaining ERC’s “Got
28 Lead?” Program which reduces the numbers of contaminated products that reach California

1 consumers by providing access to free testing for lead in dietary supplement products (Products
2 submitted to the program are screened for ingredients which are suspected to be contaminated,
3 and then may be purchased by ERC, catalogued, sent to a qualified laboratory for testing, and the
4 results shared with the consumer that submitted the product).

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

10 **4.5** \$2,835.00 shall be distributed to Michael Freund as reimbursement of ERC's
11 attorney's fees, \$9,735.00 shall be distributed to Ryan Hoffman as reimbursement of ERC's
12 attorney's fees, while \$23,817.92 shall be distributed to ERC for its in-house legal fees. Except
13 as explicitly provided herein, each Party shall bear its own fees and costs.

14 **4.6** In the event that Allysian fails to remit any settlement payment owed under
15 Section 4 of this Consent Judgment on or before its respective Due Date, Allysian shall be
16 deemed to be in material breach of its obligations under this Consent Judgment. ERC shall
17 provide written notice of the delinquency to Allysian via electronic mail. If Allysian fails to
18 deliver the delinquent payment within five (5) days from the written notice, the Total
19 Settlement Amount shall become immediately due and owing and shall accrue interest at the
20 statutory judgment interest rate provided in the California Code of Civil Procedure section
21 685.010. Additionally, Allysian agrees to pay ERC's reasonable attorney's fees and costs for
22 any efforts to collect any payment due under this Consent Judgment.

23 **5. MODIFICATION OF CONSENT JUDGMENT**

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

28

1 **5.2** If either party seeks to modify this Consent Judgment under Section 5.1, then
2 that party must provide written notice to the other party of its intent (“Notice of Intent”). The
3 parties shall meet and confer regarding the proposed modification within thirty (30) days of the
4 Notice of Intent. Should it become necessary, the Parties may agree in writing to different
5 deadlines for the meet-and-confer period.

6 **5.3** In the event that a party initiates or otherwise requests a modification under
7 Section 5.1, and the meet and confer process leads to a joint motion or application of the
8 Consent Judgment, the party requesting the modification shall prepare, file and argue the motion
9 or application.

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 the 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 Allysian in a reasonably prompt manner of its test results. Allysian shall, within thirty
20 (30) days following such notice, provide ERC with testing information, from an independent
21 third-party laboratory meeting the requirements of Sections 3.4.3 and 3.4.4, demonstrating
22 Allysian’s compliance with the Consent Judgment, if warranted. The Parties shall first attempt
23 to resolve the matter prior to ERC taking any further legal action.

24 **7. APPLICATION OF CONSENT JUDGMENT**

25 This Consent Judgment may apply to, be binding upon, and benefit the Parties and their
26 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,
27 divisions, franchisees, licensees, customers (excluding private labelers), distributors, wholesalers,
28 retailers, predecessors, successors, and assigns. This Consent Judgment shall have no

1 application to any Covered Product which is distributed or sold exclusively outside the State of
2 California and which is not used by California consumers.

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

4 **8.1** This Consent Judgment is a full, final, and binding resolution between ERC,
5 on behalf of itself and in the public interest, and Allysian and its respective officers, directors,
6 shareholders, employees, agents, parent companies, subsidiaries, divisions, suppliers,
7 franchisees, licensees, customers (not including private label customers of Allysian),
8 distributors, wholesalers, retailers, and all other upstream and downstream entities in the
9 distribution chain of any Covered Product, and the predecessors, successors, and assigns of any
10 of them (collectively, "Released Parties"). ERC, on behalf of itself and in the public interest,
11 hereby fully releases and discharges the Released Parties from any and all claims, actions,
12 causes of action, suits, demands, liabilities, damages, penalties, fees, costs, and expenses
13 asserted, or that could have been asserted from the handling, use, or consumption of the
14 Covered Product, as to any alleged violation of Proposition 65 or its implementing regulations
15 arising from the failure to provide Proposition 65 warnings on the Covered Product regarding
16 lead and propargite up to and including the Effective Date.

17 **8.2** ERC on its own behalf only, and Allysian on its own behalf only, further
18 waive and release any and all claims they may have against each other for all actions or
19 statements made or undertaken in the course of seeking or opposing enforcement of Proposition
20 65 in connection with the Notice and Complaint up through and including the Effective Date,
21 provided, however, that nothing in Section 8 shall affect or limit any Party's right to seek to
22 enforce the terms of this Consent Judgment.

23 **8.3** It is possible that other claims not known to the Parties, arising out of the facts
24 alleged in the Notice and Complaint, and relating to the Covered Product, will develop or be
25 discovered. ERC on behalf of itself only, and Allysian on behalf of itself only, acknowledge
26 that this Consent Judgment is expressly intended to cover and include all such claims up
27 through and including the Effective Date, including all rights of action therefore. ERC and
28 Allysian acknowledge that the claims released in Sections 8.1 and 8.2 above may include

1 unknown claims, and nevertheless waive California Civil Code section 1542 as to any such
2 unknown claims. California Civil Code section 1542 reads as follows:

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

8 ERC on behalf of itself only, and Allysian on behalf of itself only, acknowledge and understand
9 the significance and consequences of this specific waiver of California Civil Code section
10 1542.

11 **8.4** Compliance with the terms of this Consent Judgment shall be deemed to
12 constitute compliance with Proposition 65 by any releasee regarding alleged exposures to lead
13 and propargite in the Covered Product as set forth in the Notice and Complaint.

14 **8.5** Nothing in this Consent Judgment is intended to apply to any occupational or
15 environmental exposures arising under Proposition 65, nor shall it apply to any of Allysian's
16 products other than the Covered Product.

17 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

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

20 **10. GOVERNING LAW**

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

23 **11. PROVISION OF NOTICE**

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

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

28 Chris Heptinstall, Executive Director, Environmental Research Center
3111 Camino Del Rio North, Suite 400
San Diego, CA 92108
Tel: (619) 500-3090

1 Email: chris_erc501c3@yahoo.com

2 With a copy to:
3 Michael Freund
4 Ryan Hoffman
5 Michael Freund & Associates
6 1919 Addison Street, Suite 105
7 Berkeley, CA 94704
8 Telephone: (510) 540-1992
9 Facsimile: (510) 540-5543

7 **FOR ALLYSIAN SCIENCES INC.:**

8 GG International (Allysiian Sciences Inc.'s registered agento for service of process)
9 500 N Rainbow Blvd., Ste 300
10 Las Vegas, NV 89107

11 With a copy to:
12 Amy P. Lally
13 Sidley Austin LLP
14 1999 Avenue of the Stars
15 17th Floor
16 Los Angeles, CA 90067

15 **12. COURT APPROVAL**

16 **12.1** Upon execution of this Consent Judgment by the Parties, ERC shall notice a
17 Motion for Court Approval. The Parties shall use their best efforts to support entry of this
18 Consent Judgment.

19 **12.2** If the California Attorney General objects to any term in this Consent Judgment,
20 the Parties shall use their best efforts to resolve the concern in a timely manner, and if possible
21 prior to the hearing on the motion.

22 **12.3** If this Stipulated Consent Judgment is not approved by the Court, it shall be
23 void and have no force or effect.

24 **13. EXECUTION AND COUNTERPARTS**

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

28

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
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 17.2 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.

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

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

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

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

15 **IT IS SO STIPULATED:**

16 Dated: 3/26/, 2018

ENVIRONMENTAL RESEARCH
CENTER, INC.

17
18 By: 
19 Chris Heppins, Executive Director

20
21 Dated: Feb 5, 2018

ALLYSIAN SCIENCES INC.

22
23 By: 
24 Its:

1 **APPROVED AS TO FORM:**

2 Dated: 3/26, 2018

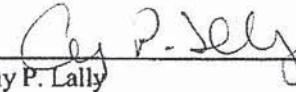
MICHAEL FREUND & ASSOCIATES

3
4 By: 

5 Michael Freund
6 Ryan Hoffman
7 Attorneys for Plaintiff Environmental
8 Research Center, Inc.

9
10 Dated: Feb. 7, 2018

SIDLEY AUSTIN LLP

11 By: 

12 Amy P. Lally
13 Attorney for Defendant Allysian Sciences
14 Inc.

15 **ORDER AND JUDGMENT**

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

18 IT IS SO ORDERED, ADJUDGED AND DECREED.

19 Dated: _____, 2018

20 Judge of the Superior Court