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

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

**Plaintiff,**

**vs.**

**G.O.A.T. FUEL, INC.; G.O.A.T. FUEL  
LLC; and DOES 1-100**

**Defendants.**

**CASE NO. 25CV117449**

**[PROPOSED] AMENDED  
STIPULATED CONSENT  
JUDGMENT**

Health & Safety Code § 25249.5 *et seq.*

Action Filed: April 3, 2025

Trial Date: None set

**1. INTRODUCTION**

**1.1** On April 3, 2025, 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 Injunctive and Declaratory Relief and Civil Penalties (the “Complaint”) pursuant to the provisions of California Health and Safety Code section 25249.5 *et seq.*

1 (“Proposition 65”), against G.O.A.T. Fuel, Inc. and G.O.A.T. Fuel LLC (collectively  
2 “G.O.A.T. Fuel”) and Does 1-100. In this action, ERC alleges that a number of products  
3 manufactured, distributed, or sold by G.O.A.T. Fuel contain lead and/or mercury, chemicals  
4 listed under Proposition 65 as carcinogens and/or reproductive toxins, and expose consumers  
5 to these chemicals at a level requiring a Proposition 65 warning. These products (referred to  
6 hereinafter individually as a “Covered Product” or collectively as “Covered Products”) are: (1)  
7 G.O.A.T. Fuel Sports Energy Watermelon Fruit Punch Flavored Sports Energy Drink (lead,  
8 mercury), (2) G.O.A.T. Fuel Sports Energy Mango Passion Fruit Flavored Sports Energy  
9 Drink (lead, mercury), (3) G.O.A.T. Fuel Sports Energy Acai Mixed Berry Flavored Sports  
10 Energy Drink (lead), (4) G.O.A.T. Fuel Sports Energy Gummy Bear Flavored Sports Energy  
11 Drink (lead, mercury), (5) G.O.A.T. Fuel Sports Energy Dragon Pomegranate Flavored Sports  
12 Energy Drink (lead, mercury), (6) G.O.A.T. Fuel Sports Energy Snow Cone Flavored Sports  
13 Energy Drink (lead, mercury), (7) G.O.A.T. Fuel Sports Energy Black Cherry Ginger Ale  
14 Flavored Sports Energy Drink (lead, mercury), (8) G.O.A.T. Fuel Sports Energy Pineapple  
15 Cream Soda Flavored Sports Energy Drink (lead, mercury), (9) G.O.A.T. Fuel Sports Energy  
16 Candy Flavored Sports Energy Drink (lead, mercury), (10) G.O.A.T. Fuel Sports Energy  
17 Blueberry Lemonade Flavored Sports Energy Drink (lead, mercury), (11) G.O.A.T. Fuel  
18 Sports Energy Tropical Berry Flavored Sports Energy Drink (lead, mercury), and (12)  
19 G.O.A.T. Fuel Sports Energy Peach Pineapple Flavored Sports Energy Drink (lead, mercury).

20 All of the Covered Products, with the exception of the product “G.O.A.T. Fuel Sports  
21 Energy Acai Mixed Berry Flavored Sports Energy Drink,” may also be referred to as “Mercury  
22 Covered Product(s).”

23 **1.2** ERC and G.O.A.T. Fuel are hereinafter referred to individually as a “Party” or  
24 collectively as the “Parties.”

25 **1.3** ERC is a 501 (c)(3) California non-profit corporation dedicated to, among other  
26 causes, helping safeguard the public from health hazards by reducing the use and misuse of  
27 hazardous and toxic chemicals, facilitating a safe environment for consumers and employees,  
28 and encouraging corporate responsibility.

1           **1.4**     For purposes of this [Proposed] Amended Stipulated Consent Judgment (“Consent  
2 Judgment”), the Parties agree that G.O.A.T. Fuel is a business entity that has employed ten or  
3 more persons at all times relevant to this action and qualifies as a “person in the course of doing  
4 business” within the meaning of Proposition 65. G.O.A.T. Fuel manufactures, distributes, and/or  
5 sells the Covered Products.

6           **1.5**     The Complaint is based on allegations contained in ERC’s Notices of Violation  
7 dated November 14, 2024 and November 27, 2024 that were served on the California Attorney  
8 General, other public enforcers, and G.O.A.T. Fuel (“Notices”). True and correct copies of the  
9 60-Day Notices dated November 14, 2024 and November 27, 2024 are attached hereto as  
10 **Exhibits A and B** and each is incorporated herein by reference. More than 60 days have passed  
11 since the Notices were served on the Attorney General, public enforcers, and G.O.A.T. Fuel  
12 and no designated governmental entity has filed a Complaint against G.O.A.T. Fuel with regard  
13 to the Covered Products or the alleged violations.

14           **1.6**     ERC’s Notices and Complaint allege that use of the Covered Products by  
15 California consumers exposes them to lead and/or mercury without first receiving clear and  
16 reasonable warnings from G.O.A.T. Fuel, which is in violation of California Health and Safety  
17 Code section 25249.6. G.O.A.T. Fuel denies all material allegations contained in the Notices  
18 and Complaint and contends that the Lead Covered Products and Mercury Covered Products  
19 have at all times complied with Proposition 65.

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  
23 or 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,  
25 franchisees, licensees, customers, suppliers, distributors, wholesalers, or retailers of any fact,  
26 issue of law, or violation of law.

27           **1.8**     Except as expressly set forth herein, nothing in this Consent Judgment shall  
28 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in

any current or future legal proceeding unrelated to these proceedings.

**1.9** The Effective Date of this Consent Judgment is the date on which it is entered as a Judgment by this Court. The Compliance Date is the date that is thirty (30) days after the Effective Date.

## **2. JURISDICTION AND VENUE**

For purposes of this Consent Judgment and any further court action that may become necessary to enforce this Consent Judgment, the Parties stipulate that this Court has subject matter jurisdiction over the allegations of violations contained in the Complaint and personal jurisdiction over G.O.A.T. Fuel as to the acts alleged in the Complaint, that venue is proper in Alameda County, and that this Court has jurisdiction to enter this Consent Judgment as a full and final resolution of all claims up through and including the Compliance Date that were or could have been asserted in this action based on the facts alleged in the Notices and Complaint.

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

**3.1** Beginning on the Compliance Date, G.O.A.T. Fuel shall be permanently enjoined from manufacturing for sale in the State of California, "Distributing into the State of California," or directly selling in the State of California, any Covered Product that exposes a person to a "Daily Lead Exposure Level" of more than 0.5 micrograms of lead per day and/or any Mercury Covered Product that exposes a person to a "Daily Mercury Exposure Level" of more than 0.3 micrograms of mercury per day unless the Covered Product and/or Mercury Covered Product meets the warning requirements under Section 3.2.

**3.1.1** As used in this Consent Judgment, the term "Distributing into the State of California" shall mean to directly ship a Covered Product into California for sale in California or to sell a Covered Product to a distributor that G.O.A.T. Fuel knows will sell the Covered Product in California.

**3.1.2** For purposes of this Consent Judgment, the "Daily Lead Exposure Level" shall be measured in micrograms, and shall be calculated using the following formula: micrograms of lead per gram of product, multiplied by grams of product per serving of the product (using the largest serving size appearing on the product label), multiplied by servings

1 of the product per day (using the largest number of recommended daily servings appearing on  
2 the label), which equals micrograms of lead exposure per day. If the label contains no  
3 recommended daily servings, then the number of recommended daily servings shall be one.

4 **3.1.3** For purposes of this Consent Judgment, the “Daily Mercury Exposure  
5 Level” shall be measured in micrograms, and shall be calculated using the following formula:  
6 micrograms of mercury per gram of product, multiplied by grams of product per serving of the  
7 product (using the largest serving size appearing on the product label), multiplied by servings  
8 of the product per day (using the largest number of recommended daily servings appearing on  
9 the label), which equals micrograms of mercury exposure per day. If the label contains no  
10 recommended daily servings, then the number of recommended daily servings shall be one.

11 **3.1.4** So long as G.O.A.T. Fuel can provide documentation, if requested in  
12 writing by ERC, Covered Products shipped, sold, or Distributed into the State of California by  
13 G.O.A.T. Fuel prior to the Compliance Date are not bound by the injunctive terms set forth in  
14 this Section 3, including but not limited to the Daily Lead Exposure Level, Daily Mercury  
15 Exposure Level, and warning and testing requirements, and are instead permitted to be sold as is  
16 to California Consumers and are expressly released by Section 8 of this Consent Judgment.

### 17 **3.2 Clear and Reasonable Warnings**

18 If G.O.A.T. Fuel is required to provide a warning pursuant to Section 3.1, one of the  
19 following warnings must be utilized (“Warning”):

#### 20 **OPTION 1:**

21 **WARNING:** Consuming this product can expose you to chemicals including [lead] [and]  
22 [mercury] which is [are] known to the State of California to cause [cancer and] birth defects  
23 or other reproductive harm. For more information go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

24 OR

#### 25 **OPTION 2:**



26 **WARNING:** [Cancer and] Reproductive Harm – [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

27 OR

1        **OPTION 3:**

2        **WARNING:** Can expose you to [lead][mercury] a [carcinogen and] reproductive  
3        toxicant. See [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

4        For all Warning options, the Warning shall begin either with the word “**WARNING,**” as  
5        indicated above, or the words “**CA WARNING**” or “**CALIFORNIA WARNING,**” in all capital  
6        letters and bold print. G.O.A.T. Fuel shall use the phrase “cancer and” in the Option 1 and Option  
7        2 Warnings or “carcinogen and” in the Option 3 Warning (each referred to individually as a  
8        “Cancer Phrase”) if G.O.A.T. Fuel has reason to believe that the “Daily Lead Exposure Level” is  
9        greater than 15 micrograms of lead as determined pursuant to the quality control methodology set  
10       forth in Section 3.4 or if G.O.A.T. Fuel has reason to believe that another Proposition 65 chemical  
11       is present which may require a cancer warning. For the Option 1 Warning , as identified in the  
12       brackets, the Warning shall appropriately reflect at least one chemical present in each of the  
13       Covered Products, but if there is a chemical present at a level that requires a cancer warning, the  
14       chemical requiring use of the phrase “cancer and” in the Warning shall always be identified.

15       The Option 2 Warning may only be used until January 1, 2028. Any product that is  
16       manufactured and labeled prior to January 1, 2028, may use the Option 2 Warning regardless of  
17       when the product is sold to a consumer. For the Option 2 and Option 3 Warning, the entire  
18       Warning must be in a type size no smaller than the largest type size used for other consumer  
19       information on the product. In no case shall the Warning appear in a type size smaller than 6-  
20       point type. Additionally, for the Option 2 Warning, a symbol consisting of a black exclamation  
21       point in a yellow equilateral triangle with a bold black outline shall be placed to the left of the text  
22       of the Warning, in a size no smaller than the height of the word “**WARNING.**” Where the label  
23       for the product is not printed using the color yellow, the symbol may be printed in black and  
24       white.

25       The Warning shall be provided through one of the following methods: (1) a product-  
26       specific warning provided on a posted sign, shelf tag, or shelf sign, for the Covered Product at  
27       each point of display of the product at brick-and-mortar locations; or (2) a product-specific  
28       warning provided via any electronic device or process that automatically provides the warning

1 to the purchaser prior to or during the purchase of the Covered Product at brick-and-mortar  
2 locations, without requiring the purchaser to seek out the warning; or (3) a warning on the label  
3 that is securely affixed to or printed upon the label and complies with this Section 3.2. If the  
4 Warning is printed upon the label of the Covered Product, it must be set off from other  
5 surrounding information and enclosed in a box. In addition, for any Covered Product sold over  
6 the internet, the Warning shall appear prior to check-out on the Covered Product's primary  
7 display page, or as a pop-up when a California zip code is input into the shipping instructions,  
8 or on the checkout page when a California delivery address is indicated for any purchase of  
9 any Covered Product. Where a Warning subject to this section is provided on the checkout  
10 page, an asterisk or other identifying method must be utilized to identify which products on the  
11 checkout page are subject to the Warning. The Warning may be provided with a conspicuous  
12 hyperlink stating "**WARNING**" in all capital and bold letters so long as the hyperlink goes  
13 directly to a page prominently displaying the Warning without content that detracts from the  
14 Warning.

15       If a Covered Product is being sold by an online third-party seller or downstream reseller  
16 customer (collectively referred to as "Third-Party Seller(s)"), who are subject to Proposition 65  
17 and known to and authorized to sell such Covered Product by G.O.A.T. Fuel, and G.O.A.T. Fuel  
18 cannot itself post the warning on the authorized Third-Party Seller's website (for example,  
19 because G.O.A.T. Fuel lacks control over such authorized Third-Party Seller's website), then  
20 G.O.A.T. Fuel must notify the authorized Third-Party Seller and/or its authorized agent, in  
21 writing, of the authorized Third-Party Seller's duty to provide an internet warning as part of the  
22 condition of sale of the Covered Product. G.O.A.T. Fuel shall comply with this obligation to  
23 notify authorized Third-Party Sellers by complying with 27 C.C.R. § 25600.2 (2025) and  
24 providing the information required by 27 C.C.R. § 25600.2 (2025), including all necessary  
25 warning materials such as labels, labeling, shelf signs, or tags bearing the Warning, the warning  
26 language required by this Consent Judgment for products sold on the internet, and all other  
27 necessary warning materials, to any such authorized Third-Party Seller (or its authorized agent).  
28 The written notice required by this Section shall instruct the Third-Party Seller that the labels,

1 labeling, shelf signs, or tags bearing the Warning and the warning language required by this  
2 Consent Judgment for products sold on the internet must be displayed on or in proximity to the  
3 Covered Products or on the Third-Party Seller's website, as applicable, with such  
4 conspicuousness, as compared with other words, statements or designs, as to render the Warning  
5 likely to be seen, read, and understood by an ordinary individual prior to sale.

6 The Warning shall be at least the same size as the largest of any other health or safety  
7 warnings also appearing on the website or on the label and in no event less than six (6) point type.  
8 No statements intended to or likely to have the effect of diminishing the impact of the Warning on  
9 the average lay person shall accompany the Warning. Further no statements may accompany the  
10 Warning that state or imply that the source of the listed chemical has an impact on or results in a  
11 less harmful effect of the listed chemical.

12 G.O.A.T. Fuel must display the above Warning with such conspicuousness, as compared  
13 with other words, statements or designs on the label, or on its website, if applicable, to render the  
14 Warning likely to be read and understood by an ordinary individual under customary conditions  
15 of purchase or use of the product. Where a sign or label used to provide the Warning for a  
16 Covered Product includes consumer information about the Covered Product in a language other  
17 than English, the Warning must also be provided in that language in addition to English.

18 For purposes of this Consent Judgment, the term "label" means a display of written,  
19 printed or graphic material that is printed on or affixed to a Covered Product or its immediate  
20 container or wrapper.

21 If subsequently enacted changes to Proposition 65 or its implementing regulations require  
22 the use of additional or different information on any warning specifically applicable to the  
23 Covered Products (the "New Safe Harbor Warning"), the Parties agree that the New Safe Harbor  
24 warning may be utilized in place of or in addition to, as applicable, the warnings set forth in this  
25 Section.

### 26 **3.3 Conforming Covered Products**

27 A Conforming Covered Product is a Covered Product for which the "Daily Lead Exposure  
28 Level" is no greater than 0.5 micrograms of lead per day and, with respect to the Mercury



Covered Products, the “Daily Mercury Exposure Level” is no greater than 0.3 micrograms of mercury per day, all as determined by the exposure methodology set forth in Section 3.1.2 and the quality control methodology described in Section 3.4, and that is not known by G.O.A.T. Fuel to contain other chemicals that violate Proposition 65’s safe harbor thresholds.

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

**3.4.1** Beginning within one year of the Effective Date, G.O.A.T. Fuel shall arrange for lead and mercury testing of the Covered Products at least once a year for a minimum of three (3) consecutive years by arranging for testing of three (3) randomly selected samples of each of the Covered Products, in the form intended for sale to the end-user, which G.O.A.T. Fuel intends to sell or is manufacturing for sale in California, directly selling to a consumer in California or “Distributing into the State of California.” If tests conducted pursuant to this Section demonstrate that no Warning is required for a Covered Product during each of three (3) consecutive years, then the testing requirements of this Section will no longer be required as to that Covered Product.

**3.4.2** For purposes of measuring the “Daily Lead Exposure Level” and/or the “Daily Mercury Exposure Level,” the highest lead and/or mercury detection result of the three (3) randomly selected samples of the Covered Products will be controlling.

**3.4.3** All testing pursuant to this Consent Judgment shall be performed using a laboratory method that complies with the performance and quality control factors appropriate for the method used, including limit of detection and limit of quantification, sensitivity, accuracy and precision that meets the following criteria: Inductively Coupled Plasma-Mass Spectrometry (“ICP-MS”) achieving a limit of quantification of less than or equal to 0.005 mg/kg.

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

**3.4.5** Nothing in this Consent Judgment shall limit G.O.A.T. Fuel’s ability to

1 conduct, or require that others conduct, additional testing of the Covered Products, including  
2 the raw materials used in their manufacture.

3 **3.4.6** Within thirty (30) days of ERC's written request, which request shall not  
4 be made more than once per year, G.O.A.T. Fuel shall deliver lab reports obtained pursuant to  
5 Section 3.4 to ERC and ERC shall maintain confidentiality of the reports. G.O.A.T. Fuel shall  
6 retain all test results and documentation for a period of three (3) years from the date of each  
7 test.

8 **3.4.7** The testing and reporting requirements of Section 3.4 do not apply to  
9 any Covered Product for which G.O.A.T. Fuel is providing a Warning, continuously and  
10 without interruption from the Compliance Date, pursuant to Section 3.2 of this Consent  
11 Judgment. In the event a Warning is provided after the Compliance Date but G.O.A.T. Fuel  
12 thereafter ceases to provide the Warning specified in Section 3.2 for any Covered Product,  
13 G.O.A.T. Fuel may only do so after it has tested such Covered Product, and G.O.A.T. Fuel  
14 shall be required to comply with the testing and reporting requirements of Section 3.4 of this  
15 Consent Judgment prior to ceasing to provide the Warning, unless G.O.A.T. Fuel can show to  
16 the satisfaction of ERC that the cessation in providing the Warning was a temporary error that  
17 was resolved when discovered.

18 **3.5** Nothing in Section 3 of this Consent Judgment shall prevent or preclude ERC  
19 from obtaining and relying upon its own testing for purposes of enforcement, so long as such  
20 testing meets the requirements of Sections 3.4.3 and 3.4.4. Nothing in Section 3.4 of this Consent  
21 Judgment is intended by either party to set a precedent for the level of lead or other chemicals  
22 that is permissible in consumer products under Proposition 65.

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

24 **4.1** In full satisfaction of all potential civil penalties, additional settlement  
25 payments, attorney's fees, and costs, G.O.A.T. Fuel shall make a total payment of \$87,500.00  
26 ("Total Settlement Amount") to ERC within 5 days of the Effective Date ("Due Date").  
27 G.O.A.T. Fuel shall make this payment by wire transfer to ERC's account, for which ERC will  
28 give G.O.A.T. Fuel the necessary account information. The Total Settlement Amount shall be

1 apportioned as follows:

2       **4.2**     \$25,000.00 shall be considered a civil penalty pursuant to California Health and  
3 Safety Code section 25249.7(b)(1). ERC shall remit 75% (\$18,750.00) of the civil penalty to  
4 the Office of Environmental Health Hazard Assessment (“OEHHA”) for deposit in the Safe  
5 Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety  
6 Code section 25249.12(c). ERC will retain the remaining 25% (\$6,250.00) of the civil penalty.

7       **4.3**     \$7,405.98 shall be distributed to ERC as reimbursement to ERC for reasonable  
8 costs incurred in bringing this action.

9       **4.4**     \$18,489.95 shall be distributed to ERC as an Additional Settlement Payment  
10 (“ASP”), which shall be subject to the Court’s ongoing judicial oversight pursuant to  
11 California Code of Regulations, title 11, section 3204. ERC will utilize the ASP for activities  
12 that address the same public harm as allegedly caused by Defendants in this matter. These  
13 activities are detailed below and support ERC’s overarching goal of reducing and/or  
14 eliminating hazardous and toxic chemicals in dietary supplement products in California. ERC’s  
15 activities have had, and will continue to have, a direct and primary effect within the State of  
16 California because California consumers will be benefitted by the reduction and/or elimination  
17 of exposure to lead and/or mercury in dietary supplements and/or by providing clear and  
18 reasonable warnings to California consumers prior to ingestion of the products.

19       Based on a review of past years’ actual budgets, ERC is providing the following list of  
20 activities ERC engages in to protect California consumers through Proposition 65 citizen  
21 enforcement, along with a breakdown of how ASP funds will be utilized to facilitate those  
22 activities: (1) ENFORCEMENT (up to 65-80%): obtaining, shipping, analyzing, and testing  
23 dietary supplement products that may contain lead and/or mercury and are sold to California  
24 consumers. This work includes continued monitoring and enforcement of past consent  
25 judgments and settlements to ensure companies are in compliance with their obligations  
26 thereunder, with a specific focus on those judgments and settlements concerning lead and/or  
27 mercury. This work also includes investigation of new companies that ERC does not obtain  
28 any recovery through settlement or judgment; (2) VOLUNTARY COMPLIANCE PROGRAM

(up to 10-20%): maintaining ERC's Voluntary Compliance Program by acquiring products from companies, developing and maintaining a case file, testing products from these companies, providing the test results and supporting documentation to the companies, and offering guidance in warning or implementing a self-testing program for lead and/or mercury in dietary supplement products; and (3) "GOT LEAD" PROGRAM (up to 5%): maintaining ERC's "Got Lead?" Program which reduces the numbers of contaminated products that reach California consumers by providing access to free testing for lead in dietary supplement products (Products submitted to the program are screened for ingredients which are suspected to be contaminated, and then may be purchased by ERC, catalogued, sent to a qualified laboratory for testing, and the results shared with the consumer that submitted the product).

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

**4.5** \$9,762.50 shall be distributed to Gonzalez Law Group, A.P.C. as reimbursement of ERC's attorney fees, while \$26,841.57 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 G.O.A.T. Fuel fails to remit the Total Settlement Amount owed under Section 4 of this Consent Judgment on or before the Due Date, G.O.A.T. Fuel shall be deemed to be in material breach of its obligations under this Consent Judgment. ERC shall provide written notice of the delinquency to G.O.A.T. Fuel via electronic mail. If G.O.A.T. Fuel fails to deliver the Total Settlement Amount within five (5) days from the written notice, the Total Settlement Amount shall accrue interest at the statutory judgment interest rate provided in the California Code of Civil Procedure section 685.010. Additionally, G.O.A.T. Fuel agrees to pay ERC's reasonable attorneys' fees and costs for any efforts to collect the payment due under this Consent Judgment.

1     **5.     MODIFICATION OF CONSENT JUDGMENT**

2             **5.1**     This Consent Judgment may be modified only as to injunctive terms (i) by  
3 written stipulation of the Parties and upon entry by the Court of a modified consent judgment  
4 or (ii) by motion of either Party, based upon an agreement to modify the Consent Judgment,  
5 and upon entry by the Court of a modified consent judgment.

6             **5.2**     If either Party seeks to modify this Consent Judgment under Section 5.1, then  
7 the requesting Party must provide written notice to the non-requesting Party of its intent  
8 (“Notice of Intent”). If the non-requesting Party seeks to meet and confer regarding the  
9 proposed modification in the Notice of Intent, then it must provide written notice to the  
10 requesting Party within thirty (30) days of receiving the Notice of Intent. If the non-  
11 requesting Party notifies the requesting Party in a timely manner of its intent to meet and  
12 confer, then the Parties shall meet and confer in good faith as required in this Section. The  
13 Parties shall meet in person, via remote meeting, or by telephone within thirty (30) days of a  
14 notification of an intent to meet and confer. Within thirty (30) days of such meeting, if the non-  
15 requesting Party disputes the proposed modification, it shall provide to the requesting Party a  
16 written basis for its position. The Parties shall continue to meet and confer for an additional  
17 thirty (30) days in an effort to resolve any remaining disputes. Should it become necessary, the  
18 Parties may agree in writing to different deadlines for the meet-and-confer period.

19            **5.3**     In the event that G.O.A.T. Fuel initiates or otherwise requests a modification  
20 under Section 5.1, and the meet and confer process leads to an agreed upon motion or  
21 stipulation for a modification of the Consent Judgment, G.O.A.T. Fuel shall reimburse ERC its  
22 costs and reasonable attorney’s fees for the time spent in the meet-and-confer process and  
23 filing and arguing the motion.

24            **5.4**     In the event that Proposition 65, either as a whole or as specifically applicable to  
25 the Covered Products or listed chemicals at issue in the case, is repealed or federally  
26 preempted, or if new or different safe harbor levels are established as applicable to the Covered  
27 Products, or if Proposition 65 is otherwise rendered inapplicable to the Covered Products or the  
28 listed chemicals at issue in this case, all by any final California regulation or statute, or by a

1 decision of the California Supreme Court or the United States Supreme Court or by the  
2 California legislature or the United States Congress, or if any provision of this Consent  
3 Judgment is specifically rendered inapplicable or no longer required as to the Covered Products  
4 as a result of any such regulatory or statutory change, repeal or preemption or decision of the  
5 California Supreme Court or the United States Supreme Court, or due to binding federal laws  
6 or regulations, then G.O.A.T. Fuel may provide written notice to ERC of any asserted change  
7 in the law and seek modification of this Consent Judgment pursuant to Sections 5.1 – 5.3.

8 **6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT**  
9 **JUDGMENT**

10 **6.1** This Court shall retain jurisdiction of this matter to enforce, modify, or  
11 terminate this Consent Judgment.

12 **6.2** If ERC alleges that any Covered Product fails to qualify as a Conforming  
13 Covered Product (for which ERC alleges that no Warning has been provided), then ERC shall  
14 inform G.O.A.T. Fuel in a reasonably prompt manner of its test results, including information  
15 sufficient to permit G.O.A.T. Fuel to identify the Covered Products at issue. G.O.A.T. Fuel  
16 shall, within thirty (30) days following such notice, provide ERC with testing information,  
17 from an independent third-party laboratory meeting the requirements of Sections 3.4.3 and  
18 3.4.4, demonstrating G.O.A.T. Fuel's compliance with the Consent Judgment. The Parties shall  
19 first attempt to resolve the matter prior to ERC taking any further legal action.

20 **7. APPLICATION OF CONSENT JUDGMENT**

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

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

28 **8.1** This Consent Judgment is a full, final, and binding resolution between ERC, on

1 behalf of itself and in the public interest, and G.O.A.T. Fuel and its respective officers,  
2 directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, suppliers,  
3 franchisees, licensees, customers (not including private label customers, if any, of G.O.A.T.  
4 Fuel), distributors, wholesalers, retailers, and all other upstream and downstream entities in the  
5 distribution chain of any Covered Product, and the predecessors, successors, and assigns of any  
6 of them (collectively, "Released Parties").

7 **8.2** ERC, acting in the public interest, releases the Released Parties from any and all  
8 claims for violations of Proposition 65 up to and including the Compliance Date based on  
9 exposure to lead from the Covered Products and mercury from the Mercury Covered Products,  
10 all as set forth in the Notices of Violation. ERC, on behalf of itself only, hereby fully releases  
11 and discharges the Released Parties from any and all claims, actions, causes of action, suits,  
12 demands, liabilities, damages, penalties, fees, costs, and expenses asserted, or that could have  
13 been asserted from the handling, use, or consumption of the Covered Products, as to any  
14 alleged violation of Proposition 65 or its implementing regulations arising from the failure to  
15 provide Proposition 65 warnings on the Covered Products regarding lead from and/or mercury,  
16 from the Mercury Covered Products, up to and including the Compliance Date. However, after  
17 the Compliance Date, Third-Party Sellers that do not provide a Warning within a reasonable  
18 time, but in no event more than 60 days, after being instructed or notified by G.O.A.T. Fuel to  
19 do so as outlined in Section 3.2, are not released from liability for violations of Proposition 65.

20 **8.3** ERC on its own behalf only, and G.O.A.T. Fuel on its own behalf only, further  
21 waive and release any and all claims they may have against each other for all actions or  
22 statements made or undertaken in the course of seeking or opposing enforcement of  
23 Proposition 65 in connection with the Notices and Complaint up to and including the  
24 Compliance Date, provided, however, that nothing in Section 8 shall affect or limit any Party's  
25 right to seek to enforce the terms of this Consent Judgment.

26 **8.4** It is possible that other claims not known to the Parties, arising out of the facts  
27 alleged in the Notices and Complaint, and relating to the Covered Products, will develop or be  
28 discovered. ERC on behalf of itself only, and G.O.A.T. Fuel on behalf of itself only,

1 acknowledge that this Consent Judgment is expressly intended to cover and include all such  
2 claims up to and including the Compliance Date, including all rights of action therefor. ERC  
3 and G.O.A.T. Fuel acknowledge that the claims released in Sections 8.2 and 8.3 above may  
4 include unknown claims and nevertheless waive California Civil Code section 1542 as to any  
5 such unknown claims. California Civil Code section 1542 reads as follows:

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

10 ERC on behalf of itself only, and G.O.A.T. Fuel on behalf of itself only, acknowledge and  
11 understand the significance and consequences of this specific waiver of California Civil Code  
12 section 1542.

13 **8.5** Compliance with the terms of this Consent Judgment shall be deemed to  
14 constitute compliance with Proposition 65 by any of the Released Parties regarding alleged  
15 exposures to lead in the Lead Covered Products and mercury in the Mercury Covered Products,  
16 as set forth in the Notices and Complaint. However, after the Compliance Date, Third-Party  
17 Sellers that do not provide a Warning within a reasonable time, but in no event more than 60  
18 days, after being instructed or notified by G.O.A.T. Fuel to do so as outlined in Section 3.2, are  
19 not released from liability for violations of Proposition 65.

20 **8.6** Nothing in this Consent Judgment is intended to apply to any occupational or  
21 environmental exposures arising under Proposition 65, nor shall it apply to any of G.O.A.T.  
22 Fuel's products other than the Covered Products.

## 23 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

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

## 27 **10. GOVERNING LAW**

28 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 or via electronic mail where required. 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  
Ph: (619) 500-3090  
Email: chris.heptinstall@erc501c3.org

With a copy to:

Joseph D. Gonzalez  
**Gonzalez Law Group, A.P.C.**  
2526 Townsgate Rd., Ste. 330  
Westlake Village, CA 91361  
Telephone: (805) 576-7776  
Email: joe@thelawgroupusa.com

### **FOR G.O.A.T. FUEL, INC.; G.O.A.T. FUEL LLC:**

Jaqui Rice  
GOAT Fuel  
6900 Dallas Pkwy FL 3  
Plano, TX, 75024  
Email: hello@goatfuel.com

With a copy to:

Abhishek Gurnani  
**Amin Wasserman Gurnani, LLP**  
230 W. Monroe Street, Ste 1405  
Chicago, IL 60606  
Telephone: (312) 327-3325  
Email: agurnani@awglaw.com

## **12. COURT APPROVAL**

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

1           **12.2** If the California Attorney General objects to any term in this Consent Judgment,  
2 the Parties shall use their best efforts to resolve the concern in a timely manner, and if possible  
3 prior to the hearing on the motion.

4           **12.3** If this Stipulated Consent Judgment is not approved by the Court, it shall be  
5 void and have no force or effect.

6           **13. EXECUTION AND COUNTERPARTS**

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

10          **14. DRAFTING**

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

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

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

25          **16. ENFORCEMENT**

26          ERC may, by motion or order to show cause before the Superior Court of Alameda  
27 County, enforce the terms and conditions contained in this Consent Judgment. In any action  
28 brought by ERC to enforce this Consent Judgment, ERC may seek whatever fines, costs,

penalties, or remedies as are provided by law for failure to comply with the Consent Judgment. To the extent the failure to comply with the Consent Judgment constitutes a violation of Proposition 65 or other laws, ERC shall not be limited to enforcement of this Consent Judgment, but may seek in another action whatever fines, costs, penalties, or remedies as are provided by law for failure to comply with Proposition 65 or other laws.

## **17. ENTIRE AGREEMENT, AUTHORIZATION**

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

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

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

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

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

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

(3) Retain jurisdiction, pursuant to Section 664.6 of the Code of Civil Procedure, after the Consent Judgment is entered in order to enforce, modify, or terminate this Consent Judgment.

///

///

1 IT IS SO STIPULATED:


2  
3 Dated: 7/31, 2025

ENVIRONMENTAL RESEARCH  
CENTER, INC.

4  
5 By:   
6 Chris Hepinstall, Executive Director

7 Dated: 7/1/2025, 2025

G.O.A.T. FUEL, INC.


8  
9 DocuSigned by:  
  
B00C1E39929D497

10 By: Jaqui Rice

11 Its: CEO

12  
13 Dated: 7/1/2025, 2025

G.O.A.T. FUEL LLC

14  
15 DocuSigned by:  
  
B00C1E39929D497

16 By: Jaqui Rice

17 Its: CEO

18 ///

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1 **APPROVED AS TO FORM:**

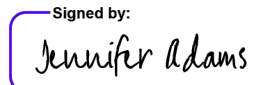
2  
3 Dated: 7/1/2025, 2025

**GONZALEZ LAW GROUP, A.P.C.**

4  
5 By:   
6 96F4EFA0E21542C...  
7 Joseph D. Gonzalez  
Attorneys for Plaintiff Environmental  
Research Center, Inc.

8 Dated: 7/2/2025, 2025

**AMIN WASSERMAN GURNANI, LLP**

9  
10 By:   
11 FAB4B257D3649A  
12 Jennifer Adams  
13 Attorney for Defendants G.O.A.T. Fuel,  
14 Inc. and G.O.A.T. Fuel LLC  
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28

**[PROPOSED] 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: \_\_\_\_\_, 2025

Judge of the Superior Court

# **EXHIBIT A**

Gonzalez Law Group, A.P.C.  
800 Hampshire Road, Suite B  
Westlake Village, CA 91361  
Telephone: (805) 576-7776  
Email: joe@thelawgroupusa.com

November 14, 2024

**NOTICE OF VIOLATIONS OF  
CALIFORNIA HEALTH & SAFETY CODE SECTION 25249.5 *ET SEQ.*  
(PROPOSITION 65)**

Dear Alleged Violators and the Appropriate Public Enforcement Agencies:

I represent Environmental Research Center, Inc. (“ERC”). ERC is a California non-profit corporation dedicated to, among other causes, helping safeguard the public from health hazards by bringing about a reduction in the use and misuse of hazardous and toxic chemicals, facilitating a safe environment for consumers and employees, and encouraging corporate responsibility.

ERC has identified violations of California’s Safe Drinking Water and Toxic Enforcement Act of 1986 (“Proposition 65”), which is codified at California Health & Safety Code §25249.5 *et seq.*, with respect to the products identified below. These violations have occurred and continue to occur because the alleged Violators identified below failed to provide required clear and reasonable warnings with these products. This letter serves as a notice of these violations to the alleged Violators and the appropriate public enforcement agencies. Pursuant to Section 25249.7(d) of the statute, ERC intends to file a private enforcement action in the public interest 60 days after effective service of this notice unless the public enforcement agencies have commenced and are diligently prosecuting an action to rectify these violations.

**General Information about Proposition 65.** A copy of a summary of Proposition 65, prepared by the Office of Environmental Health Hazard Assessment, is attached with the copy of this letter served to the alleged Violators identified below.

**Alleged Violators.** The names of the companies covered by this notice that violated Proposition 65 (hereinafter the “Violators”) are:

**G.O.A.T. Fuel, Inc.  
G.O.A.T. Fuel LLC**

**Consumer Products and Listed Chemicals.** The products that are the subject of this notice and the chemicals in those products identified as exceeding allowable levels are:

- 1. G.O.A.T. Fuel Sports Energy Watermelon Fruit Punch Flavored Sports Energy Drink – Lead, Mercury**
- 2. G.O.A.T. Fuel Sports Energy Mango Passion Fruit Flavored Sports Energy Drink – Lead, Mercury**
- 3. G.O.A.T. Fuel Sports Energy Acai Mixed Berry Flavored Sports Energy Drink - Lead**



4. **G.O.A.T. Fuel Sports Energy Gummy Bear Flavored Sports Energy Drink – Lead, Mercury**
5. **G.O.A.T. Fuel Sports Energy Dragon Pomegranate Flavored Sports Energy Drink – Lead, Mercury**
6. **G.O.A.T. Fuel Sports Energy Snow Cone Flavored Sports Energy Drink – Lead, Mercury**

On February 27, 1987, the State of California officially listed lead as a chemical known to cause developmental toxicity, and male and female reproductive toxicity. On October 1, 1992, the State of California officially listed lead and lead compounds as chemicals known to cause cancer.

On July 1, 1990, the State of California officially listed mercury and mercury compounds as chemicals known to cause developmental toxicity and male and female reproductive toxicity. It should be noted that ERC may continue to investigate other products that may reveal further violations and result in subsequent notices of violations.

**Route of Exposure.** The consumer exposures that are the subject of this notice result from the recommended use of these products. Consequently, the route of exposure to these chemicals has been and continues to be through ingestion.

**Approximate Time Period of Violations.** Ongoing violations have occurred every day since at least November 14, 2021, as well as every day since the products were introduced into the California marketplace, and will continue every day until clear and reasonable warnings are provided to product purchasers and users or until these known toxic chemicals are either removed from or reduced to allowable levels in the products. Proposition 65 requires that a clear and reasonable warning be provided prior to exposure to the identified chemicals. The method of warning should be a warning that appears on the product label. The Violators violated Proposition 65 because they failed to provide persons ingesting these products with appropriate warnings that they are being exposed to these chemicals.


Consistent with the public interest goals of Proposition 65 and a desire to have these ongoing violations of California law quickly rectified, ERC is interested in seeking a constructive resolution of this matter that includes an enforceable written agreement by the Violators to: (1) reformulate the identified products so as to eliminate further exposures to the identified chemicals, or provide appropriate warnings on the labels of these products; (2) pay an appropriate civil penalty; and (3) provide clear and reasonable warnings compliant with Proposition 65 to all persons located in California who purchased the above products in the last three years. Such a resolution will prevent further unwarned consumer exposures to the identified chemicals, as well as expensive and time-consuming litigation.

November 14, 2024

Page 3

Please direct all questions concerning this notice to my attention, or Chris Heptinstall, Executive Director of ERC, at the above listed address and telephone number.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joseph D. Gonzalez", is written over a horizontal line.

Joseph Gonzalez  
Attorney for Environmental Research Center

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to G.O.A.T. Fuel, Inc., G.O.A.T. Fuel LLC, and their Registered Agents for Service of Process only)

Additional Supporting Information for Certificate of Merit (to AG only)

**CERTIFICATE OF MERIT**

**Re: Environmental Research Center, Inc.'s Notice of Proposition 65 Violations by G.O.A.T. Fuel, Inc. and G.O.A.T. Fuel LLC**

I, Joseph Gonzalez, hereby declare:

1. This Certificate of Merit accompanies the attached sixty-day notice(s) in which it is alleged the parties identified in the notices have violated Health and Safety Code section 25249.6 by failing to provide clear and reasonable warnings.

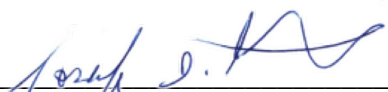
2. I am the attorney for the noticing party, Environmental Research Center.

3. I have consulted with one or more persons with relevant and appropriate experience or expertise who has reviewed facts, studies, or other data regarding the alleged exposure to the listed chemicals that are the subject of the action.

4. Based on the information obtained through those consultations, and on all other information in my possession, I believe there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a credible basis that all elements of the plaintiffs' case can be established and the information did not prove that the alleged violators will be able to establish any of the affirmative defenses set forth in the statute.

5. The copy of this Certificate of Merit served on the Attorney General attaches to it factual information sufficient to establish the basis for this certificate, including the information identified in Health and Safety Code section 25249.7(h)(2), i.e., (1) the identity of the persons consulted with and relied on by the certifier, and (2) the facts, studies, or other data reviewed by those persons.

Dated: November 14, 2024

  
\_\_\_\_\_  
Joseph Gonzalez

**CERTIFICATE OF SERVICE PURSUANT TO 27 CCR § 25903**

I, the undersigned, declare under penalty of perjury under the laws of the State of California that the following is true and correct:

I am a citizen of the United States and over the age of 18 years of age. My business address is 306 Joy Street, Fort Oglethorpe, Georgia 30742. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at Fort Oglethorpe, Georgia.

On November 14, 2024, between 8:00 a.m. and 5:00 p.m. Eastern Time, I served the following documents: **NOTICE OF VIOLATIONS OF CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; “THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986 (PROPOSITION 65): A SUMMARY”** on the following parties by placing a true and correct copy thereof in a sealed envelope, addressed to each of the parties listed below and depositing it in a U.S. Postal Service Office with the postage fully prepaid for delivery by Certified Mail:

Jaqui Rice, Chief Executive Officer  
or Current President or CEO  
G.O.A.T. Fuel, Inc. and G.O.A.T. Fuel LLC  
PO Box 941770  
Plano, TX 75094

Lawyers Aid Service, Inc.  
(Registered Agent for G.O.A.T. Fuel, Inc.)  
505 West 15<sup>th</sup> St  
Austin, TX 78701

Jaqui Rice, Chief Executive Officer  
or Current President or CEO  
G.O.A.T. Fuel, Inc. and G.O.A.T. Fuel LLC  
6900 Dallas Parkway, 3<sup>rd</sup> Floor  
Plano, TX 75024

Jaqui Rice  
(Registered Agent for G.O.A.T. Fuel LLC)  
5161 Lankershim Blvd, #250  
North Hollywood, CA 91601

Jaqui Rice, Chief Executive Officer  
or Current President or CEO  
G.O.A.T. Fuel, Inc. and G.O.A.T. Fuel LLC  
PO Box 229  
North Hollywood, CA 91603

Corporation Service Company  
(Registered Agent for G.O.A.T. Fuel, Inc.)  
251 Little Falls Drive  
Wilmington, DE 19808

Jaqui Rice, Chief Executive Officer  
or Current President or CEO  
G.O.A.T. Fuel, Inc. and G.O.A.T. Fuel LLC  
5161 Lankershim Blvd, #250  
North Hollywood, CA 91601

Corporation Service Company Which Will Do Business  
California as CSC-Lawyers Incorporating Service  
(Registered Agent for G.O.A.T. Fuel, Inc.)  
2710 Gateway Oaks Dr, Ste 150N  
Sacramento, CA 95833

On November 14, 2024, between 8:00 a.m. and 5:00 p.m. Eastern Time, I verified the following documents **NOTICE OF VIOLATIONS, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; ADDITIONAL SUPPORTING INFORMATION FOR CERTIFICATE OF MERIT AS REQUIRED BY CALIFORNIA HEALTH & SAFETY CODE §25249.7(d)(1)** were served on the following party when a true and correct copy thereof was uploaded on the California Attorney General’s website, which can be accessed at <https://oag.ca.gov/prop65/add-60-day-notice> :

Office of the California Attorney General  
Prop 65 Enforcement Reporting  
1515 Clay Street, Suite 2000  
Post Office Box 70550  
Oakland, CA 94612-0550

On November 14, 2024, between 8:00 a.m. and 5:00 p.m. Eastern Time, verified the following documents **NOTICE OF VIOLATIONS, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT** were served on the following parties when a true and correct copy thereof was sent via electronic mail to each of the parties listed below:

Notice of Violations of California Health & Safety Code §25249.5 *et seq.*

November 14, 2024

Page 6

Pamela Y. Price, District Attorney  
Alameda County  
7677 Oakport Street, Suite 650  
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CEPDProp65@acgov.org

Barbara Yook, District Attorney  
Calaveras County  
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San Andreas, CA 95249  
Prop65Env@co.calaveras.ca.us

Stacey Grassini, Deputy District Attorney  
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900 Ward Street  
Martinez, CA 94553  
sgrassini@contracostada.org

James Clinchard, Assistant District Attorney  
El Dorado County  
778 Pacific Street  
Placerville, CA 95667  
EDCDAPROP65@edcda.us

Lisa A. Smittcamp, District Attorney  
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2100 Tulare Street  
Fresno, CA 93721  
consumerprotection@fresnocountyca.gov

Thomas L. Hardy, District Attorney  
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168 North Edwards Street  
Independence, CA 93526  
inyoda@inyocounty.us

Devin Chandler, Program Coordinator  
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dchandler@co.lassen.ca.us

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3501 Civic Center Drive, Suite 145  
San Rafael, CA 94903  
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Walter W. Wall, District Attorney  
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P.O. Box 730  
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mcda@mariposacounty.org

Kimberly Lewis, District Attorney  
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Merced, CA 95340  
Prop65@countyofmerced.com

Jeannine M. Pacioni, District Attorney  
Monterey County  
1200 Aguajito Road  
Monterey, CA 93940  
Prop65DA@co.monterey.ca.us

Allison Haley, District Attorney  
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1127 First Street, Ste C  
Napa, CA 94559  
CEPD@countyofnapa.org

Clifford H. Newell, District Attorney  
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201 Commercial St  
Nevada City, CA 95959  
DA.Prop65@co.nevada.ca.us

Todd Spitzer, District Attorney  
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Santa Ana, CA 92703  
Prop65notice@ocdapa.org

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10810 Justice Center Drive  
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Prop65@placer.ca.gov

David Hollister, District Attorney  
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520 Main St  
Quincy, CA 95971  
davidhollister@countyofplumas.com

Paul E. Zellerbach, District Attorney  
Riverside County  
3072 Orange Street  
Riverside, CA 92501  
Prop65@rivcoda.org

Anne Marie Schubert, District Attorney  
Sacramento County  
901 G Street  
Sacramento, CA 95814  
Prop65@sacda.org

Notice of Violations of California Health & Safety Code §25249.5 *et seq.*

November 14, 2024

Page 7

Summer Stephan, District Attorney  
San Diego County  
330 West Broadway  
San Diego, CA 92101  
SanDiegoDAProp65@sdca.org

Mark Ankcorn, Deputy City Attorney  
San Diego City Attorney  
1200 Third Avenue  
San Diego, CA 92101  
CityAttyProp65@sandiego.gov

Alexandra Grayner, Assistant District Attorney  
San Francisco District Attorney's Office  
350 Rhode Island Street  
San Francisco, CA 94103  
Alexandra.grayner@sfgov.org

Henry Lifton, Deputy City Attorney  
San Francisco City Attorney  
1390 Market Street, 7th Floor  
San Francisco, CA 94102  
Prop65@sfcityattys.org

Tori Verber Salazar, District Attorney  
San Joaquin County  
222 E. Weber Avenue, Room 202  
Stockton, CA 95202  
DAConsumer.Environmental@sjcda.org

Eric J. Dobroth, Deputy District Attorney  
San Luis Obispo County  
County Government Center Annex, 4<sup>th</sup> Floor  
San Luis Obispo, CA 93408  
edobroth@co.slo.ca.us

Christopher Dalbey, Deputy District Attorney  
Santa Barbara County  
1112 Santa Barbara Street  
Santa Barbara, CA 93101  
DAProp65@co.santa-barbara.ca.us

Bud Porter, Supervising Deputy District Attorney  
Santa Clara County  
70 W Hedding St  
San Jose, CA 95110  
EPU@da.sccgov.org

Nora V. Frimann, City Attorney  
Santa Clara City Attorney  
200 E. Santa Clara Street, 16<sup>th</sup> Floor  
San Jose, CA 96113  
Proposition65notices@sanjoseca.gov

Jeffrey S. Rosell, District Attorney  
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701 Ocean Street  
Santa Cruz, CA 95060  
Prop65DA@santacruzcounty.us

Jill Ravitch, District Attorney  
Sonoma County  
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Sonoma, CA 95403  
ECLD@sonoma-county.org

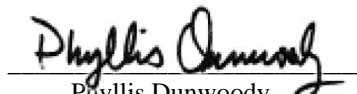
Phillip J. Cline, District Attorney  
Tulare County  
221 S Mooney Blvd  
Visalia, CA 95370  
Prop65@co.tulare.ca.us

Gregory D. Totten, District Attorney  
Ventura County  
800 S Victoria Ave  
Ventura, CA 93009  
daspecialops@ventura.org

Jeff W. Reisig, District Attorney  
Yolo County  
301 Second Street  
Woodland, CA 95695  
cfepd@yolocounty.org

On November 14, 2024, between 8:00 a.m. and 5:00 p.m. Eastern Time, I served the following documents: **NOTICE OF VIOLATIONS, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT** on each of the parties on the Service List attached hereto by placing a true and correct copy thereof in a sealed envelope, addressed to each of the parties on the Service List attached hereto, and depositing it with the U.S. Postal Service with the postage fully prepaid for delivery by First Class Mail.

Executed on November 14, 2024, in Fort Oglethorpe, Georgia.

  
Phyllis Dunwoody

**Service List**

District Attorney, Alpine  
County  
P.O. Box 248  
17300 Hwy 89  
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District Attorney, Amador  
County  
708 Court Street, Suite 202  
Jackson, CA 95642

District Attorney, Butte  
County  
25 County Center Drive, Suite  
245  
Oroville, CA 95965

District Attorney, Colusa  
County  
310 6<sup>th</sup> St  
Colusa, CA 95932

District Attorney, Del Norte  
County  
450 H Street, Room 171  
Crescent City, CA 95531

District Attorney, Glenn  
County  
Post Office Box 430  
Willows, CA 95988

District Attorney, Humboldt  
County  
825 5th Street 4<sup>th</sup> Floor  
Eureka, CA 95501

District Attorney, Imperial  
County  
940 West Main Street, Ste 102  
El Centro, CA 92243

District Attorney, Kern County  
1215 Truxtun Avenue  
Bakersfield, CA 93301

District Attorney, Kings  
County  
1400 West Lacey Boulevard  
Hanford, CA 93230

District Attorney, Lake County  
255 N. Forbes Street  
Lakeport, CA 95453

District Attorney, Los Angeles  
County  
Hall of Justice  
211 West Temple St., Ste 1200  
Los Angeles, CA 90012

District Attorney, Madera  
County  
300 South G Street, Ste 300  
Madera, CA 93637

District Attorney, Mendocino  
County  
Post Office Box 1000  
Ukiah, CA 95482

District Attorney, Modoc  
County  
204 S Court Street, Room 202  
Alturas, CA 96101-4020

District Attorney, Mono  
County  
Post Office Box 617  
Bridgeport, CA 93517

District Attorney, San Benito  
County  
419 Fourth Street, 2nd Floor  
Hollister, CA 95023

District Attorney, San  
Bernardino County  
303 West Third Street  
San Bernadino, CA 92415

District Attorney, San Mateo  
County  
400 County Ctr., 3rd Floor  
Redwood City, CA 94063

District Attorney, Shasta  
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Redding, CA 96001

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District Attorney, Trinity  
County  
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Weaverville, CA 96093

District Attorney, Tuolumne  
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423 N. Washington Street  
Sonora, CA 95370

District Attorney, Yuba  
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215 Fifth Street, Suite 152  
Marysville, CA 95901

Los Angeles City Attorney's  
Office  
City Hall East  
200 N. Main Street, Suite 800  
Los Angeles, CA 90012

## APPENDIX A

### OFFICE OF ENVIRONMENTAL HEALTH HAZARD ASSESSMENT CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY

#### THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986 (PROPOSITION 65): A SUMMARY

The following summary has been prepared by the California Office of Environmental Health Hazard Assessment (OEHHA), the lead agency for the implementation of the Safe Drinking Water and Toxic Enforcement Act of 1986 (commonly known as “Proposition 65”). A copy of this summary must be included as an attachment to any notice of violation served upon an alleged violator of the Act. The summary provides basic information about the provisions of the law, and is intended to serve only as a convenient source of general information. It is not intended to provide authoritative guidance on the meaning or application of the law. The reader is directed to the statute and OEHHA implementing regulations (see citations below) for further information.

FOR INFORMATION CONCERNING THE BASIS FOR THE ALLEGATIONS IN THE NOTICE RELATED TO YOUR BUSINESS, CONTACT THE PERSON IDENTIFIED ON THE NOTICE.

The text of Proposition 65 (Health and Safety Code Sections 25249.5 through 25249.13) is available online at: <http://oehha.ca.gov/prop65/law/P65law72003.html>. Regulations that provide more specific guidance on compliance, and that specify procedures to be followed by the State in carrying out certain aspects of the law, are found in Title 27 of the California Code of Regulations, sections 25102 through 27001.<sup>1</sup> These implementing regulations are available online at: <http://oehha.ca.gov/prop65/law/P65Regs.html>.

#### *WHAT DOES PROPOSITION 65 REQUIRE?*

***The “Proposition 65 List.”*** Under Proposition 65, the lead agency (OEHHA) publishes a list of chemicals that are known to the State of California to cause cancer and/or reproductive toxicity. Chemicals are placed on the Proposition 65 list if they are known to cause cancer and/or birth defects or other reproductive harm, such as damage to

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<sup>1</sup> All further regulatory references are to sections of Title 27 of the California Code of Regulations unless otherwise indicated. The statute, regulations and relevant case law are available on the OEHHA website at: <http://www.oehha.ca.gov/prop65/law/index.html>.



female or male reproductive systems or to the developing fetus. This list must be updated at least once a year. The current Proposition 65 list of chemicals is available on the OEHHA website at: [http://www.oehha.ca.gov/prop65/prop65\\_list/Newlist.html](http://www.oehha.ca.gov/prop65/prop65_list/Newlist.html).

Only those chemicals that are on the list are regulated under Proposition 65. Businesses that produce, use, release or otherwise engage in activities involving listed chemicals must comply with the following:

***Clear and reasonable warnings.*** A business is required to warn a person before “knowingly and intentionally” exposing that person to a listed chemical unless an exemption applies. The warning given must be “clear and reasonable.” This means that the warning must: (1) clearly make known that the chemical involved is known to cause cancer, or birth defects or other reproductive harm; and (2) be given in such a way that it will effectively reach the person before he or she is exposed to that chemical. Some exposures are exempt from the warning requirement under certain circumstances discussed below.

***Prohibition from discharges into drinking water.*** A business must not knowingly discharge or release a listed chemical into water or onto land where it passes or probably will pass into a source of drinking water. Some discharges are exempt from this requirement under certain circumstances discussed below.

#### ***DOES PROPOSITION 65 PROVIDE ANY EXEMPTIONS?***

Yes. You should consult the current version of the statute and regulations (<http://www.oehha.ca.gov/prop65/law/index.html>) to determine all applicable exemptions, the most common of which are the following:

***Grace Period.*** Proposition 65 warning requirements do not apply until 12 months after the chemical has been listed. The Proposition 65 discharge prohibition does not apply to a discharge or release of a chemical that takes place less than 20 months after the listing of the chemical.

***Governmental agencies and public water utilities.*** All agencies of the federal, state or local government, as well as entities operating public water systems, are exempt.

***Businesses with nine or fewer employees.*** Neither the warning requirement nor the discharge prohibition applies to a business that employs a total of nine or fewer employees. This includes all employees, not just those present in California.

***Exposures that pose no significant risk of cancer.*** For chemicals that are listed under Proposition 65 as known to the State to cause cancer, a warning is not required if the business causing the exposure can demonstrate that the exposure occurs at a level that poses “no significant risk.” This means that the exposure is calculated to result in not more than one excess case of cancer in 100,000 individuals exposed over a 70-year lifetime. The Proposition 65 regulations identify specific “No Significant Risk Levels” (NSRLs) for many listed carcinogens. Exposures below these levels are exempt from the warning requirement. See OEHHA's website at: <http://www.oehha.ca.gov/prop65/getNSRLs.html> for a list of NSRLs, and Section 25701 *et seq.* of the regulations for information concerning how these levels are calculated.

***Exposures that will produce no observable reproductive effect at 1,000 times the level in question.*** For chemicals known to the State to cause reproductive toxicity, a warning is not required if the business causing the exposure can demonstrate that the exposure will produce no observable effect, even at 1,000 times the level in question. In other words, the level of exposure must be below the “no observable effect level” divided by 1,000. This number is known as the Maximum Allowable Dose Level (MADL). See OEHHA's website at: <http://www.oehha.ca.gov/prop65/getNSRLs.html> for a list of MADLs, and Section 25801 *et seq.* of the regulations for information concerning how these levels are calculated.

***Exposures to Naturally Occurring Chemicals in Food.*** Certain exposures to chemicals that naturally occur in foods (i.e., that do not result from any known human activity, including activity by someone other than the person causing the exposure) are exempt from the warning requirements of the law. If the chemical is a contaminant<sup>2</sup> it must be reduced to the lowest level feasible. Regulations explaining this exemption can be found in Section 25501.

***Discharges that do not result in a “significant amount” of the listed chemical entering any source of drinking water.*** The prohibition from discharges into drinking water does not apply if the discharger is able to demonstrate that a “significant amount” of the listed chemical has not, does not, or will not pass into or probably pass into a source of drinking water, and that the discharge complies with all other applicable laws, regulations, permits, requirements, or orders. A “significant amount” means any detectable amount, except an amount that would meet the “no significant risk” level for chemicals that cause cancer or that is 1,000 times below the “no observable effect” level for chemicals that cause reproductive toxicity, if an individual were exposed to that amount in drinking water.

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<sup>2</sup> See Section 25501(a)(4).

## *HOW IS PROPOSITION 65 ENFORCED?*

Enforcement is carried out through civil lawsuits. These lawsuits may be brought by the Attorney General, any district attorney, or certain city attorneys. Lawsuits may also be brought by private parties acting in the public interest, but only after providing notice of the alleged violation to the Attorney General, the appropriate district attorney and city attorney, and the business accused of the violation. The notice must provide adequate information to allow the recipient to assess the nature of the alleged violation. The notice must comply with the information and procedural requirements specified in Section 25903 of Title 27 and sections 3100-3103 of Title 11. A private party may not pursue an independent enforcement action under Proposition 65 if one of the governmental officials noted above initiates an enforcement action within sixty days of the notice.

A business found to be in violation of Proposition 65 is subject to civil penalties of up to \$2,500 per day for each violation. In addition, the business may be ordered by a court to stop committing the violation.

A private party may not file an enforcement action based on certain exposures if the alleged violator meets specific conditions. For the following types of exposures, the Act provides an opportunity for the business to correct the alleged violation:

- An exposure to alcoholic beverages that are consumed on the alleged violator's premises to the extent onsite consumption is permitted by law;
- An exposure to a Proposition 65 listed chemical in a food or beverage prepared and sold on the alleged violator's premises that is primarily intended for immediate consumption on- or off-premises. This only applies if the chemical was not intentionally added to the food, and was formed by cooking or similar preparation of food or beverage components necessary to render the food or beverage palatable or to avoid microbiological contamination;
- An exposure to environmental tobacco smoke caused by entry of persons (other than employees) on premises owned or operated by the alleged violator where smoking is permitted at any location on the premises;
- An exposure to listed chemicals in engine exhaust, to the extent the exposure occurs inside a facility owned or operated by the alleged violator and primarily intended for parking non-commercial vehicles.

If a private party alleges that a violation occurred based on one of the exposures described above, the private party must first provide the alleged violator a notice of special compliance procedure and proof of compliance form.

A copy of the notice of special compliance procedure and proof of compliance form is included in Appendix B and can be downloaded from OEHHA's website at:  
<http://oehha.ca.gov/prop65/law/p65law72003.html>.

*FOR FURTHER INFORMATION ABOUT THE LAW OR REGULATIONS...*

Contact the Office of Environmental Health Hazard Assessment's Proposition 65 Implementation Office at (916) 445-6900 or via e-mail at  
[P65Public.Comments@oehha.ca.gov](mailto:P65Public.Comments@oehha.ca.gov).

Revised: May 2017

NOTE: Authority cited: Section 25249.12, Health and Safety Code. Reference: Sections 25249.5, 25249.6, 25249.7, 25249.9, 25249.10 and 25249.11, Health and Safety Code.

# **EXHIBIT B**

Gonzalez Law Group, A.P.C.  
800 Hampshire Road, Suite B  
Westlake Village, CA 91361  
Telephone: (805) 576-7776  
Email: joe@thelawgroupusa.com

November 27, 2024

**NOTICE OF VIOLATIONS OF  
CALIFORNIA HEALTH & SAFETY CODE SECTION 25249.5 *ET SEQ.*  
(PROPOSITION 65)**

Dear Alleged Violators and the Appropriate Public Enforcement Agencies:

I represent Environmental Research Center, Inc. (“ERC”). ERC is a California non-profit corporation dedicated to, among other causes, helping safeguard the public from health hazards by bringing about a reduction in the use and misuse of hazardous and toxic chemicals, facilitating a safe environment for consumers and employees, and encouraging corporate responsibility.

ERC has identified violations of California’s Safe Drinking Water and Toxic Enforcement Act of 1986 (“Proposition 65”), which is codified at California Health & Safety Code §25249.5 *et seq.*, with respect to the products identified below. These violations have occurred and continue to occur because the alleged Violators identified below failed to provide required clear and reasonable warnings with these products. This letter serves as a notice of these violations to the alleged Violators and the appropriate public enforcement agencies. Pursuant to Section 25249.7(d) of the statute, ERC intends to file a private enforcement action in the public interest 60 days after effective service of this notice unless the public enforcement agencies have commenced and are diligently prosecuting an action to rectify these violations.

**General Information about Proposition 65.** A copy of a summary of Proposition 65, prepared by the Office of Environmental Health Hazard Assessment, is attached with the copy of this letter served to the alleged Violators identified below.

**Alleged Violators.** The names of the companies covered by this notice that violated Proposition 65 (hereinafter the “Violators”) are:

**G.O.A.T. Fuel, Inc.  
G.O.A.T. Fuel LLC**

**Consumer Products and Listed Chemicals.** The products that are the subject of this notice and the chemicals in those products identified as exceeding allowable levels are:

- 1. G.O.A.T. Fuel Sports Energy Black Cherry Ginger Ale Flavored Sports Energy Drink – Lead, Mercury**
- 2. G.O.A.T. Fuel Sports Energy Pineapple Cream Soda Flavored Sports Energy Drink – Lead, Mercury**
- 3. G.O.A.T. Fuel Sports Energy Candy Flavored Sports Energy Drink – Lead, Mercury**

4. **G.O.A.T. Fuel Sports Energy Blueberry Lemonade Flavored Sports Energy Drink – Lead, Mercury**
5. **G.O.A.T. Fuel Sports Energy Tropical Berry Flavored Sports Energy Drink – Lead, Mercury**
6. **G.O.A.T. Fuel Sports Energy Peach Pineapple Flavored Sports Energy Drink – Lead, Mercury**

On February 27, 1987, the State of California officially listed lead as a chemical known to cause developmental toxicity, and male and female reproductive toxicity. On October 1, 1992, the State of California officially listed lead and lead compounds as chemicals known to cause cancer.

On July 1, 1990, the State of California officially listed mercury and mercury compounds as chemicals known to cause developmental toxicity and male and female reproductive toxicity. It should be noted that ERC may continue to investigate other products that may reveal further violations and result in subsequent notices of violations.

**Route of Exposure.** The consumer exposures that are the subject of this notice result from the recommended use of these products. Consequently, the route of exposure to these chemicals has been and continues to be through ingestion.

**Approximate Time Period of Violations.** Ongoing violations have occurred every day since at least November 27, 2021, as well as every day since the products were introduced into the California marketplace, and will continue every day until clear and reasonable warnings are provided to product purchasers and users or until these known toxic chemicals are either removed from or reduced to allowable levels in the products. Proposition 65 requires that a clear and reasonable warning be provided prior to exposure to the identified chemicals. The method of warning should be a warning that appears on the product label. The Violators violated Proposition 65 because they failed to provide persons ingesting these products with appropriate warnings that they are being exposed to these chemicals.

Consistent with the public interest goals of Proposition 65 and a desire to have these ongoing violations of California law quickly rectified, ERC is interested in seeking a constructive resolution of this matter that includes an enforceable written agreement by the Violators to: (1) reformulate the identified products so as to eliminate further exposures to the identified chemicals, or provide appropriate warnings on the labels of these products; (2) pay an appropriate civil penalty; and (3) provide clear and reasonable warnings compliant with Proposition 65 to all persons located in California who purchased the above products in the last three years. Such a resolution will prevent further unwarned consumer exposures to the identified chemicals, as well as expensive and time-consuming litigation.

November 27, 2024

Page 3

Please direct all questions concerning this notice to my attention, or Chris Heptinstall, Executive Director of ERC, at the above listed address and telephone number.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joseph D. Gonzalez", is written over a horizontal line.

Joseph Gonzalez  
Attorney for Environmental Research Center

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to G.O.A.T. Fuel, Inc., G.O.A.T. Fuel LLC, and their Registered Agents for Service of Process only)

Additional Supporting Information for Certificate of Merit (to AG only)



**CERTIFICATE OF MERIT**

**Re: Environmental Research Center, Inc.'s Notice of Proposition 65 Violations by G.O.A.T. Fuel, Inc. and G.O.A.T. Fuel LLC**

I, Joseph Gonzalez, hereby declare:

1. This Certificate of Merit accompanies the attached sixty-day notice(s) in which it is alleged the parties identified in the notices have violated Health and Safety Code section 25249.6 by failing to provide clear and reasonable warnings.

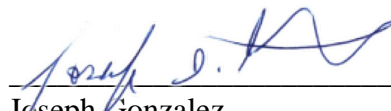
2. I am the attorney for the noticing party, Environmental Research Center.

3. I have consulted with one or more persons with relevant and appropriate experience or expertise who has reviewed facts, studies, or other data regarding the alleged exposure to the listed chemicals that are the subject of the action.

4. Based on the information obtained through those consultations, and on all other information in my possession, I believe there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a credible basis that all elements of the plaintiffs' case can be established and the information did not prove that the alleged violators will be able to establish any of the affirmative defenses set forth in the statute.

5. The copy of this Certificate of Merit served on the Attorney General attaches to it factual information sufficient to establish the basis for this certificate, including the information identified in Health and Safety Code section 25249.7(h)(2), i.e., (1) the identity of the persons consulted with and relied on by the certifier, and (2) the facts, studies, or other data reviewed by those persons.

Dated: November 27, 2024

  
\_\_\_\_\_  
Joseph Gonzalez

**CERTIFICATE OF SERVICE PURSUANT TO 27 CCR § 25903**

I, the undersigned, declare under penalty of perjury under the laws of the State of California that the following is true and correct:

I am a citizen of the United States and over the age of 18 years of age. My business address is 306 Joy Street, Fort Oglethorpe, Georgia 30742. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at Fort Oglethorpe, Georgia.

On November 27, 2024, between 8:00 a.m. and 5:00 p.m. Eastern Time, I served the following documents: **NOTICE OF VIOLATIONS OF CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; “THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986 (PROPOSITION 65): A SUMMARY”** on the following parties by placing a true and correct copy thereof in a sealed envelope, addressed to each of the parties listed below and depositing it in a U.S. Postal Service Office with the postage fully prepaid for delivery by Certified Mail:

Jaqui Rice, Chief Executive Officer  
or Current President or CEO  
G.O.A.T. Fuel, Inc. and G.O.A.T. Fuel LLC  
PO Box 941770  
Plano, TX 75094

Lawyers Aid Service, Inc.  
(Registered Agent for G.O.A.T. Fuel, Inc.)  
505 West 15<sup>th</sup> St  
Austin, TX 78701

Jaqui Rice, Chief Executive Officer  
or Current President or CEO  
G.O.A.T. Fuel, Inc. and G.O.A.T. Fuel LLC  
6900 Dallas Parkway, 3<sup>rd</sup> Floor  
Plano, TX 75024

Jaqui Rice  
(Registered Agent for G.O.A.T. Fuel LLC)  
5161 Lankershim Blvd, #250  
North Hollywood, CA 91601

Jaqui Rice, Chief Executive Officer  
or Current President or CEO  
G.O.A.T. Fuel, Inc. and G.O.A.T. Fuel LLC  
PO Box 229  
North Hollywood, CA 91603

Corporation Service Company  
(Registered Agent for G.O.A.T. Fuel, Inc.)  
251 Little Falls Drive  
Wilmington, DE 19808

Jaqui Rice, Chief Executive Officer  
or Current President or CEO  
G.O.A.T. Fuel, Inc. and G.O.A.T. Fuel LLC  
5161 Lankershim Blvd, #250  
North Hollywood, CA 91601

Corporation Service Company Which Will Do Business  
California as CSC-Lawyers Incorporating Service  
(Registered Agent for G.O.A.T. Fuel, Inc.)  
2710 Gateway Oaks Dr, Ste 150N  
Sacramento, CA 95833

On November 27, 2024, between 8:00 a.m. and 5:00 p.m. Eastern Time, I verified the following documents **NOTICE OF VIOLATIONS, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; ADDITIONAL SUPPORTING INFORMATION FOR CERTIFICATE OF MERIT AS REQUIRED BY CALIFORNIA HEALTH & SAFETY CODE §25249.7(d)(1)** were served on the following party when a true and correct copy thereof was uploaded on the California Attorney General’s website, which can be accessed at <https://oag.ca.gov/prop65/add-60-day-notice> :

Office of the California Attorney General  
Prop 65 Enforcement Reporting  
1515 Clay Street, Suite 2000  
Post Office Box 70550  
Oakland, CA 94612-0550

On November 27, 2024, between 8:00 a.m. and 5:00 p.m. Eastern Time, verified the following documents **NOTICE OF VIOLATIONS, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT** were served on the following parties when a true and correct copy thereof was sent via electronic mail to each of the parties listed below:

Notice of Violations of California Health & Safety Code §25249.5 *et seq.*

November 27, 2024

Page 6

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Paul E. Zellerbach, District Attorney  
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Riverside, CA 92501  
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Anne Marie Schubert, District Attorney  
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901 G Street  
Sacramento, CA 95814  
Prop65@sacda.org

Notice of Violations of California Health & Safety Code §25249.5 *et seq.*

November 27, 2024

Page 7

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Alexandra.grayner@sfgov.org

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Tori Verber Salazar, District Attorney  
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Stockton, CA 95202  
DAConsumer.Environmental@sjcda.org

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Santa Barbara, CA 93101  
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Bud Porter, Supervising Deputy District Attorney  
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70 W Hedding St  
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200 E. Santa Clara Street, 16<sup>th</sup> Floor  
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Proposition65notices@sanjoseca.gov

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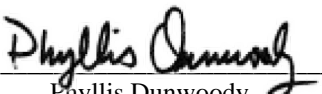
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On November 27, 2024, between 8:00 a.m. and 5:00 p.m. Eastern Time, I served the following documents: **NOTICE OF VIOLATIONS, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT** on each of the parties on the Service List attached hereto by placing a true and correct copy thereof in a sealed envelope, addressed to each of the parties on the Service List attached hereto, and depositing it with the U.S. Postal Service with the postage fully prepaid for delivery by First Class Mail.

Executed on November 27, 2024, in Fort Oglethorpe, Georgia.

  
Phyllis Dunwoody

**Service List**

District Attorney, Alpine  
County  
P.O. Box 248  
17300 Hwy 89  
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District Attorney, Amador  
County  
708 Court Street, Suite 202  
Jackson, CA 95642

District Attorney, Butte  
County  
25 County Center Drive, Suite  
245  
Oroville, CA 95965

District Attorney, Colusa  
County  
310 6<sup>th</sup> St  
Colusa, CA 95932

District Attorney, Del Norte  
County  
450 H Street, Room 171  
Crescent City, CA 95531

District Attorney, Glenn  
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Post Office Box 430  
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District Attorney, Humboldt  
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County  
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District Attorney, Modoc  
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County  
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Post Office Box 310  
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District Attorney, Tuolumne  
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## APPENDIX A

### OFFICE OF ENVIRONMENTAL HEALTH HAZARD ASSESSMENT CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY

#### THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986 (PROPOSITION 65): A SUMMARY

The following summary has been prepared by the California Office of Environmental Health Hazard Assessment (OEHHA), the lead agency for the implementation of the Safe Drinking Water and Toxic Enforcement Act of 1986 (commonly known as “Proposition 65”). A copy of this summary must be included as an attachment to any notice of violation served upon an alleged violator of the Act. The summary provides basic information about the provisions of the law, and is intended to serve only as a convenient source of general information. It is not intended to provide authoritative guidance on the meaning or application of the law. The reader is directed to the statute and OEHHA implementing regulations (see citations below) for further information.

FOR INFORMATION CONCERNING THE BASIS FOR THE ALLEGATIONS IN THE NOTICE RELATED TO YOUR BUSINESS, CONTACT THE PERSON IDENTIFIED ON THE NOTICE.

The text of Proposition 65 (Health and Safety Code Sections 25249.5 through 25249.13) is available online at: <http://oehha.ca.gov/prop65/law/P65law72003.html>. Regulations that provide more specific guidance on compliance, and that specify procedures to be followed by the State in carrying out certain aspects of the law, are found in Title 27 of the California Code of Regulations, sections 25102 through 27001.<sup>1</sup> These implementing regulations are available online at: <http://oehha.ca.gov/prop65/law/P65Regs.html>.

#### *WHAT DOES PROPOSITION 65 REQUIRE?*

***The “Proposition 65 List.”*** Under Proposition 65, the lead agency (OEHHA) publishes a list of chemicals that are known to the State of California to cause cancer and/or reproductive toxicity. Chemicals are placed on the Proposition 65 list if they are known to cause cancer and/or birth defects or other reproductive harm, such as damage to

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<sup>1</sup> All further regulatory references are to sections of Title 27 of the California Code of Regulations unless otherwise indicated. The statute, regulations and relevant case law are available on the OEHHA website at: <http://www.oehha.ca.gov/prop65/law/index.html>.

female or male reproductive systems or to the developing fetus. This list must be updated at least once a year. The current Proposition 65 list of chemicals is available on the OEHHA website at: [http://www.oehha.ca.gov/prop65/prop65\\_list/Newlist.html](http://www.oehha.ca.gov/prop65/prop65_list/Newlist.html).

Only those chemicals that are on the list are regulated under Proposition 65. Businesses that produce, use, release or otherwise engage in activities involving listed chemicals must comply with the following:

***Clear and reasonable warnings.*** A business is required to warn a person before “knowingly and intentionally” exposing that person to a listed chemical unless an exemption applies. The warning given must be “clear and reasonable.” This means that the warning must: (1) clearly make known that the chemical involved is known to cause cancer, or birth defects or other reproductive harm; and (2) be given in such a way that it will effectively reach the person before he or she is exposed to that chemical. Some exposures are exempt from the warning requirement under certain circumstances discussed below.

***Prohibition from discharges into drinking water.*** A business must not knowingly discharge or release a listed chemical into water or onto land where it passes or probably will pass into a source of drinking water. Some discharges are exempt from this requirement under certain circumstances discussed below.

#### ***DOES PROPOSITION 65 PROVIDE ANY EXEMPTIONS?***

Yes. You should consult the current version of the statute and regulations (<http://www.oehha.ca.gov/prop65/law/index.html>) to determine all applicable exemptions, the most common of which are the following:

***Grace Period.*** Proposition 65 warning requirements do not apply until 12 months after the chemical has been listed. The Proposition 65 discharge prohibition does not apply to a discharge or release of a chemical that takes place less than 20 months after the listing of the chemical.

***Governmental agencies and public water utilities.*** All agencies of the federal, state or local government, as well as entities operating public water systems, are exempt.

***Businesses with nine or fewer employees.*** Neither the warning requirement nor the discharge prohibition applies to a business that employs a total of nine or fewer employees. This includes all employees, not just those present in California.

***Exposures that pose no significant risk of cancer.*** For chemicals that are listed under Proposition 65 as known to the State to cause cancer, a warning is not required if the business causing the exposure can demonstrate that the exposure occurs at a level that poses “no significant risk.” This means that the exposure is calculated to result in not more than one excess case of cancer in 100,000 individuals exposed over a 70-year lifetime. The Proposition 65 regulations identify specific “No Significant Risk Levels” (NSRLs) for many listed carcinogens. Exposures below these levels are exempt from the warning requirement. See OEHHA's website at: <http://www.oehha.ca.gov/prop65/getNSRLs.html> for a list of NSRLs, and Section 25701 *et seq.* of the regulations for information concerning how these levels are calculated.

***Exposures that will produce no observable reproductive effect at 1,000 times the level in question.*** For chemicals known to the State to cause reproductive toxicity, a warning is not required if the business causing the exposure can demonstrate that the exposure will produce no observable effect, even at 1,000 times the level in question. In other words, the level of exposure must be below the “no observable effect level” divided by 1,000. This number is known as the Maximum Allowable Dose Level (MADL). See OEHHA's website at: <http://www.oehha.ca.gov/prop65/getNSRLs.html> for a list of MADLs, and Section 25801 *et seq.* of the regulations for information concerning how these levels are calculated.

***Exposures to Naturally Occurring Chemicals in Food.*** Certain exposures to chemicals that naturally occur in foods (i.e., that do not result from any known human activity, including activity by someone other than the person causing the exposure) are exempt from the warning requirements of the law. If the chemical is a contaminant<sup>2</sup> it must be reduced to the lowest level feasible. Regulations explaining this exemption can be found in Section 25501.

***Discharges that do not result in a “significant amount” of the listed chemical entering any source of drinking water.*** The prohibition from discharges into drinking water does not apply if the discharger is able to demonstrate that a “significant amount” of the listed chemical has not, does not, or will not pass into or probably pass into a source of drinking water, and that the discharge complies with all other applicable laws, regulations, permits, requirements, or orders. A “significant amount” means any detectable amount, except an amount that would meet the “no significant risk” level for chemicals that cause cancer or that is 1,000 times below the “no observable effect” level for chemicals that cause reproductive toxicity, if an individual were exposed to that amount in drinking water.

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<sup>2</sup> See Section 25501(a)(4).



## *HOW IS PROPOSITION 65 ENFORCED?*

Enforcement is carried out through civil lawsuits. These lawsuits may be brought by the Attorney General, any district attorney, or certain city attorneys. Lawsuits may also be brought by private parties acting in the public interest, but only after providing notice of the alleged violation to the Attorney General, the appropriate district attorney and city attorney, and the business accused of the violation. The notice must provide adequate information to allow the recipient to assess the nature of the alleged violation. The notice must comply with the information and procedural requirements specified in Section 25903 of Title 27 and sections 3100-3103 of Title 11. A private party may not pursue an independent enforcement action under Proposition 65 if one of the governmental officials noted above initiates an enforcement action within sixty days of the notice.

A business found to be in violation of Proposition 65 is subject to civil penalties of up to \$2,500 per day for each violation. In addition, the business may be ordered by a court to stop committing the violation.

A private party may not file an enforcement action based on certain exposures if the alleged violator meets specific conditions. For the following types of exposures, the Act provides an opportunity for the business to correct the alleged violation:

- An exposure to alcoholic beverages that are consumed on the alleged violator's premises to the extent onsite consumption is permitted by law;
- An exposure to a Proposition 65 listed chemical in a food or beverage prepared and sold on the alleged violator's premises that is primarily intended for immediate consumption on- or off-premises. This only applies if the chemical was not intentionally added to the food, and was formed by cooking or similar preparation of food or beverage components necessary to render the food or beverage palatable or to avoid microbiological contamination;
- An exposure to environmental tobacco smoke caused by entry of persons (other than employees) on premises owned or operated by the alleged violator where smoking is permitted at any location on the premises;
- An exposure to listed chemicals in engine exhaust, to the extent the exposure occurs inside a facility owned or operated by the alleged violator and primarily intended for parking non-commercial vehicles.

If a private party alleges that a violation occurred based on one of the exposures described above, the private party must first provide the alleged violator a notice of special compliance procedure and proof of compliance form.

A copy of the notice of special compliance procedure and proof of compliance form is included in Appendix B and can be downloaded from OEHHA's website at:  
<http://oehha.ca.gov/prop65/law/p65law72003.html>.

*FOR FURTHER INFORMATION ABOUT THE LAW OR REGULATIONS...*

Contact the Office of Environmental Health Hazard Assessment's Proposition 65 Implementation Office at (916) 445-6900 or via e-mail at  
[P65Public.Comments@oehha.ca.gov](mailto:P65Public.Comments@oehha.ca.gov).

Revised: May 2017

NOTE: Authority cited: Section 25249.12, Health and Safety Code. Reference: Sections 25249.5, 25249.6, 25249.7, 25249.9, 25249.10 and 25249.11, Health and Safety Code.