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

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

21 **Plaintiff,**

22 **vs.**

23 **ALPHA PRIME SUPPS, LLC; ALPHA**  
24 **PRIME APPAREL, INC.; and DOES 1-100**

25 **Defendants.**

26 **CASE NO. 25CV155175**

27 **[PROPOSED] STIPULATED**  
28 **CONSENT JUDGMENT**

Health & Safety Code § 25249.5 *et seq.*

Action Filed: November 17, 2025

Trial Date: None set

1 **1. INTRODUCTION**

2 **1.1** On November 17, 2025, Plaintiff Environmental Research Center, Inc.  
3 (“ERC”), a non-profit corporation, as a private enforcer and in the public interest, initiated this  
4 action by filing a Complaint for Injunctive and Declaratory Relief and Civil Penalties (the  
5 “Complaint”) pursuant to the provisions of California Health and Safety Code section 25249.5  
6 *et seq.* (“Proposition 65”), against Alpha Prime Supps, LLC (“Alpha Prime Supps”) and Alpha

1 Prime Apparel, Inc. (“Alpha Prime Apparel”) (together, the “Defendants”) and Does 1-100. In  
2 this action, ERC alleges that a number of products manufactured, distributed, or sold by the  
3 Defendants contain perfluorooctanoic acid (PFOA) and/or lead (“Pb”) and/or cadmium (“Cd”),  
4 chemicals listed under Proposition 65 as carcinogens and/or reproductive toxins, at levels that  
5 require a Proposition 65 warning. These products (referred to hereinafter individually as a  
6 “Covered Product” or collectively as “Covered Products”) are: (1) Prime Bites Protein  
7 Brownie Chocolate Chip Cookie Dough Bites Flavored Brownie (Pb), (2) Prime Bites Protein  
8 Brownie Chocolate Glazed Donut (Pb), (3) Prime Bites Protein Brownie Glazed Cinnamon  
9 Roll (Pb), (4) Alpha Prime Vegan Protein [All Natural Plant Based Protein] Chocolate Cherry  
10 Cake (Pb, Cd, PFOA), (5) Alpha Prime Vegan Protein [All Natural Plant Based Protein]  
11 Vanilla Milkshake (PFOA), and (6) Alpha Prime Vegan Protein [All Natural Plant Based  
12 Protein] Salted Caramel (PFOA).

13 All of the Covered Products except Alpha Prime Vegan Protein [All Natural Plant  
14 Based Protein] Vanilla Milkshake and Alpha Prime Vegan Protein [All Natural Plant Based  
15 Protein] Salted Caramel may also be referred to as “Pb Covered Product(s).” Additionally, the  
16 following Covered Products may be referred to as “PFOA Covered Products”: Alpha Prime  
17 Vegan Protein [All Natural Plant Based Protein] Chocolate Cherry Cake, Alpha Prime Vegan  
18 Protein [All Natural Plant Based Protein] Vanilla Milkshake, and Alpha Prime Vegan Protein  
19 [All Natural Plant Based Protein] Salted Caramel. Further, the following Covered Product may  
20 also be referred to as “Cd Covered Product”: Alpha Prime Vegan Protein [All Natural Plant  
21 Based Protein] Chocolate Cherry Cake.

22 **1.2** ERC and Alpha Prime Supps may also hereinafter be referred to individually as  
23 a “Party” or collectively as the “Parties.”

24 **1.3** ERC is a 501 (c)(3) California non-profit corporation dedicated to, among other  
25 causes, helping safeguard the public from health hazards by reducing the use and misuse of  
26 hazardous and toxic chemicals, facilitating a safe environment for consumers and employees,  
27 and encouraging corporate responsibility.

28 **1.4** For purposes of this Proposed Stipulated Consent Judgment (“Consent

1 Judgment”), the Parties agree that, at times material to this action, Alpha Prime Supps, LLC  
2 qualified as a “person in the course of doing business” within the meaning of Proposition 65.  
3 Alpha Prime Supps manufactures, distributes, and/or sells the Covered Products.

4 The Defendants assert that Alpha Prime Apparel is an apparel manufacturer and does not,  
5 and did not at all material times, manufacture, distribute or sell the Covered Products.

6 **1.5** Contingent upon the above representation by the Defendants, Alpha Prime  
7 Supps will take responsibility for and be obligated for all payments or actions required of  
8 either or both of the Defendants, pursuant to this Consent Judgment and will not at any time  
9 attempt to shift the performance of any responsibility or obligation it may have under this  
10 Consent Judgment to Alpha Prime Apparel. Alpha Prime Supps further agrees that it will not  
11 in the future claim or attempt to claim that Alpha Prime Apparel should be considered the  
12 responsible Party for the Covered Products and/or for compliance with any obligation imposed  
13 by this Consent Judgment. Based upon these representations by the Defendants, ERC will,  
14 within 30 days after Alpha Prime Supps’ full and complete compliance with the payment  
15 obligation outlined in Section 4.1, file a Request for Dismissal as to Alpha Prime Apparel.

16 **1.6** The Complaint is based on allegations contained in ERC’s Notice of Violation  
17 dated July 17, 2025, that was served on the California Attorney General, other public  
18 enforcers, and the Defendants (“Notice”). A true and correct copy of the 60-Day Notice dated  
19 July 17, 2025, is attached hereto as **Exhibit A** and is incorporated herein by reference. More  
20 than 60 days have passed since the Notice was served on the Attorney General, public  
21 enforcers, and the Defendants, and no designated governmental entity has filed an action  
22 against Alpha Prime Supps or Alpha Prime Apparel with regard to the Covered Products or the  
23 alleged violations.

24 **1.7** ERC’s Notice and Complaint allege that use of the Covered Products by  
25 California consumers exposes them to PFOA and/or cadmium and/or lead without first  
26 receiving clear and reasonable warnings from Alpha Prime Supps, which is in violation of  
27 California Health and Safety Code section 25249.6. The Defendants deny all material  
28 allegations contained in the Notice and Complaint and expressly deny any and all wrongdoing,

1 violations, and/or liability. Alpha Prime Supps asserts that it has conducted its own testing and  
2 that its products comply with all federal and state laws.

3 **1.8** The Parties have entered into this Consent Judgment in order to settle,  
4 compromise, and resolve disputed claims and thus avoid prolonged and costly litigation.  
5 Nothing in this Consent Judgment nor compliance with this Consent Judgment shall constitute  
6 or be construed as an admission by any of the Parties or by any of their respective officers,  
7 directors, shareholders, employees, agents, parent companies, subsidiaries, divisions,  
8 franchisees, licensees, customers, suppliers, distributors, wholesalers, or retailers of any fact,  
9 issue of law, or violation of law.

10 **1.9** Except as expressly set forth herein, nothing in this Consent Judgment shall  
11 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in  
12 any current or future legal proceeding unrelated to these proceedings. Nothing herein, nor the  
13 fact that consideration was paid, shall be used as evidence against any Party in any such current  
14 or future legal proceeding.

15 **1.10** The Effective Date of this Consent Judgment is the date on which it is entered  
16 as a Judgment by this Court.

17 **2. JURISDICTION AND VENUE**

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

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

27 **3.1** Beginning on the Effective Date, Alpha Prime Supps shall be permanently  
28 enjoined from manufacturing for sale in the State of California, "Distributing into the State of

1 California,” or directly selling in the State of California, any Pb Covered Product that exposes  
2 a person to a “Daily Lead Exposure Level” of more than 0.5 micrograms of lead per day and/or  
3 any PFOA Covered Product that exposes a person to a quantifiable level of PFOA that can be  
4 reliably achieved using industry standard methods for testing and/or any Cd Covered Product  
5 that exposes a person to a “Daily Cadmium Exposure Level” of more than 4.1 micrograms of  
6 cadmium per day, unless the Pb Covered Products and/or Cd Covered Product and/or PFOA  
7 Covered Products meets the warning requirements under Section 3.2.

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

12 **3.1.2** For purposes of this Consent Judgment, the “Daily Lead Exposure  
13 Level” shall be measured in micrograms, and shall be calculated using the following formula:  
14 micrograms of lead per gram of product, multiplied by grams of product per serving of the  
15 product (using the largest serving size appearing on the product label), multiplied by servings  
16 of the product per day (using the largest number of recommended daily servings appearing on  
17 the label), which equals micrograms of lead exposure per day. If the label contains no  
18 recommended daily servings, then the number of recommended daily servings shall be one.

19 **3.1.3** For purposes of this Consent Judgment, the “Daily Cadmium Exposure  
20 Level” shall be measured in micrograms, and shall be calculated using the following formula:  
21 micrograms of cadmium per gram of product, multiplied by grams of product per serving of  
22 the product (using the largest serving size appearing on the product label), multiplied by  
23 servings of the product per day (using the largest number of recommended daily servings  
24 appearing on the label), which equals micrograms of cadmium exposure per day. If the label  
25 contains no recommended daily servings, then the number of recommended daily servings  
26 shall be one.

### 27 **3.2 Clear and Reasonable Warnings**

28 If Alpha Prime Supps is required to provide a warning pursuant to Section 3.1, the

1 following warning must be utilized (“Warning”):

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

6       The Warning shall begin either with the word “**WARNING,**” as indicated above, or the  
7 words “**CA WARNING**” or “**CALIFORNIA WARNING,**” in all capital letters and bold print.  
8 Alpha Prime Supps shall use the phrase “cancer and” in the Warning if Alpha Prime Supps has  
9 reason to believe that the “Daily Lead Exposure Level” (for Pb Covered Products) is greater than  
10 15 micrograms of lead as determined pursuant to the quality control methodology set forth in  
11 Section 3.4 and/or, for PFOA Covered Products, if there is a quantifiable level of PFOA that is  
12 reliably achieved using industry standard methods for testing or if Alpha Prime Supps has reason  
13 to believe that another Proposition 65 chemical is present which may require a cancer warning. As  
14 identified in the brackets, the warning shall appropriately reflect whether there is lead (only for the  
15 Pb Covered Products), PFOA (only for the PFOA Covered Products), cadmium (only for the Cd  
16 Covered Product), or multiple chemicals present in each of the Covered Products, but if there is a  
17 chemical present at a level that requires a cancer warning, the chemical requiring use of the phrase  
18 “cancer and” in the Warning shall always be identified.

19       The Warning shall be securely affixed to or printed upon the label of each Covered  
20 Product, and it must be set off from other surrounding information and enclosed in a box. In  
21 addition, for any Covered Product sold over the internet, the Warning shall appear on the  
22 checkout page when a California delivery address is indicated for any purchase of any Covered  
23 Product. An asterisk or other identifying method must be utilized to identify which products on  
24 the checkout page are subject to the Warning. In no event shall any internet or website  
25 Warning be contained in or made through a link.

26       The Warning shall be at least the same size as the largest of any other health or safety  
27 warnings also appearing on the website or on the label and in no event less than six (6) point type.  
28 No statements intended to or likely to have the effect of diminishing the impact of the Warning on

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

4 Alpha Prime Supps must display the above Warning with such conspicuousness, as  
5 compared with other words, statements or designs on the label, or on its website, if applicable, to  
6 render the Warning likely to be read and understood by an ordinary individual under customary  
7 conditions of purchase or use of the product. Where a sign or label used to provide the Warning  
8 for a Covered Product includes consumer information about the Covered Product in a language  
9 other than English, the Warning must also be provided in that language in addition to English.

10 For purposes of this Consent Judgment, the term “label” means a display of written,  
11 printed or graphic material that is printed on or affixed to a Covered Product or its immediate  
12 container or wrapper.

### 13 **3.3 Conforming Covered Products**

14 A Covered Product shall be considered a Conforming Covered Product if (a) for Pb  
15 Covered Products, the “Daily Lead Exposure Level” is no greater than 0.5 micrograms of lead per  
16 day as determined by the exposure methodology set forth in Section 3.1.2 and the quality control  
17 methodology described in Section 3.4, and (b) for PFOA Covered Products there is no  
18 quantifiable level of PFOA as determined by the quality control methodology described in Section  
19 3.4, and (c) for the Cd Covered Product, the “Daily Cadmium Exposure Level” is no greater than  
20 4.1 micrograms of cadmium per day as determined by the exposure methodology set forth in  
21 Section 3.1.3 and the quality control methodology described in Section 3.4, and (d) the Covered  
22 Product is not known by Alpha Prime Supps to contain other chemicals that violate Proposition  
23 65’s safe harbor thresholds. No Warning is required for Conforming Covered Products.

### 24 **3.4 Testing and Quality Control Methodology**

25 **3.4.1** Beginning within one year of the Effective Date, Alpha Prime Supps  
26 shall arrange for lead and PFOA and cadmium testing of the Covered Products at least once a  
27 year for a minimum of three consecutive years by arranging for testing of three (3) randomly  
28 selected samples of each of the Covered Products, in the form intended for sale to the end-user,

1 which Alpha Prime Supps intends to sell or is manufacturing for sale in California, directly  
2 selling to a consumer in California or “Distributing into the State of California.” If tests  
3 conducted pursuant to this Section demonstrate that no Warning is required for a Covered  
4 Product during each of three consecutive years, then the testing requirements of this Section  
5 will no longer be required as to that Covered Product.

6 **3.4.2** For purposes of measuring the “Daily Lead Exposure Level” and/or the  
7 “Daily Cadmium Exposure Level,” the highest lead and/or cadmium detection result of the  
8 three (3) randomly selected samples of the Covered Products will be controlling.

9 **3.4.3** All testing pursuant to this Consent Judgment shall be performed using a  
10 laboratory method that complies with the performance and quality control factors appropriate  
11 for the method used, including limit of detection and limit of quantification, sensitivity,  
12 accuracy and precision that meets the following criteria: For the Pb Covered Products and the  
13 Cd Covered Product, Inductively Coupled Plasma-Mass Spectrometry (“ICP-MS”) achieving a  
14 limit of quantification of less than or equal to 0.005 mg/kg for lead and cadmium, and, for the  
15 PFOA Covered Products, testing shall be conducted by Symbio Laboratories, or another lab  
16 that can achieve at least as sensitive of testing as Symbio Laboratories, using Liquid  
17 Chromatography-Tandem Mass Spectrometry (LC-MS/MS) and using the lowest reporting  
18 level that can be reliably quantified using available technologies for PFOA.

19 **3.4.4** All testing pursuant to this Consent Judgment shall be performed by an  
20 independent third party laboratory certified by the State of California or accredited by the State  
21 of California, a federal agency, the National Environmental Laboratory Accreditation Program or  
22 similar nationally recognized accrediting organization to perform the particular method of  
23 detection and analysis in question.

24 **3.4.5** Nothing in this Consent Judgment shall limit Alpha Prime Supps’ ability  
25 to conduct, or require that others conduct, additional testing of the Covered Products, including  
26 the raw materials used in their manufacture.

27 **3.4.6** Within thirty (30) days of ERC’s written request, Alpha Prime Supps  
28 shall deliver lab reports obtained pursuant to Section 3.4 to ERC. Alpha Prime Supps shall

1 retain all test results and documentation for a period of two years from the date of each test.

2 **3.5** Nothing in Section 3 of this Consent Judgment shall prevent or preclude ERC  
3 from obtaining and relying upon its own testing for purposes of enforcement, so long as such  
4 testing meets the requirements of Sections 3.4.3 and 3.4.4. Nothing in Section 3.4 of this Consent  
5 Judgment is intended by either party to set a precedent for the level of lead, PFOA, cadmium, or  
6 other chemicals that are permissible in consumer products under Proposition 65.

7 **4. SETTLEMENT PAYMENT**

8 **4.1** In full satisfaction of all potential civil penalties, additional settlement  
9 payments, attorney’s fees, and costs, Alpha Prime Supps shall make a total payment of  
10 \$90,000.00 (“Total Settlement Amount”) to ERC within 10 days of the Effective Date (“Due  
11 Date”). Alpha Prime Supps shall make this payment by wire transfer to ERC’s account, for  
12 which ERC will give Alpha Prime Supps the necessary account information. The Total  
13 Settlement Amount shall be apportioned as follows:

14 **4.2** \$20,000.00 shall be considered a civil penalty pursuant to California Health and  
15 Safety Code section 25249.7(b)(1). ERC shall remit 75% (\$15,000.00) of the civil penalty to  
16 the Office of Environmental Health Hazard Assessment (“OEHHA”) for deposit in the Safe  
17 Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety  
18 Code section 25249.12(c). ERC will retain the remaining 25% (\$5,000.00) of the civil penalty.

19 **4.3** \$5,415.52 shall be distributed to ERC as reimbursement to ERC for reasonable  
20 costs incurred in bringing this action.

21 **4.4** \$15,209.22 shall be distributed to ERC as an Additional Settlement Payment  
22 (“ASP”), which shall be subject to the Court’s ongoing judicial oversight pursuant to  
23 California Code of Regulations, title 11, section 3204. ERC will utilize the ASP for activities  
24 that address the same public harm as alleged in the Notice and Complaint in this matter. These  
25 activities are detailed below and support ERC’s overarching goal of reducing and/or  
26 eliminating hazardous and toxic chemicals in dietary supplement products in California.  
27 ERC’s activities have had, and will continue to have, a direct and primary effect within the  
28 State of California because California consumers will be benefitted by the reduction and/or

1 elimination of exposure to lead in dietary supplements and/or by providing clear and  
2 reasonable warnings to California consumers prior to ingestion of the products. ERC asserts  
3 that its activities have had, and will continue to have, a direct and primary effect within the  
4 State of California.

5 ERC asserts that based on a review of past years' actual budgets, ERC is providing the  
6 following list of activities ERC engages in to protect California consumers through Proposition  
7 65 citizen enforcement, along with a breakdown of how ASP funds will be utilized to facilitate  
8 those activities: (1) ENFORCEMENT (up to 65-80%): obtaining, shipping, analyzing, and  
9 testing dietary supplement products that may contain lead and are sold to California  
10 consumers. This work includes continued monitoring and enforcement of past consent  
11 judgments and settlements to ensure companies are in compliance with their obligations  
12 thereunder, with a specific focus on those judgments and settlements concerning lead. This  
13 work also includes investigation of new companies that ERC does not obtain any recovery  
14 through settlement or judgment; (2) VOLUNTARY COMPLIANCE PROGRAM (up to 10-  
15 20%): maintaining ERC's Voluntary Compliance Program by acquiring products from  
16 companies, developing and maintaining a case file, testing products from these companies,  
17 providing the test results and supporting documentation to the companies, and offering  
18 guidance in warning or implementing a self-testing program for lead in dietary supplement  
19 products; and (3) "GOT LEAD" PROGRAM (up to 5%): maintaining ERC's "Got Lead?"  
20 Program which reduces the numbers of contaminated products that reach California consumers  
21 by providing access to free testing for lead in dietary supplement products (Products submitted  
22 to the program are screened for ingredients which are suspected to be contaminated, and then  
23 may be purchased by ERC, catalogued, sent to a qualified laboratory for testing, and the results  
24 shared with the consumer that submitted the product).

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

1 documentation demonstrating how such funds have been spent.

2           **4.5**     \$49,375.26 shall be distributed to ERC for its in-house legal fees. Except as  
3 explicitly provided herein, each Party shall bear its own fees and costs.

4           **4.6**     In the event that Alpha Prime Supps fails to remit the Total Settlement Amount  
5 owed under Section 4 of this Consent Judgment on or before the Due Date, Alpha Prime Supps  
6 shall be deemed to be in material breach of its obligations under this Consent Judgment. ERC  
7 shall provide written notice of the delinquency to Alpha Prime Supps via electronic mail to the  
8 addresses identified below in section 11. If Alpha Prime Supps fails to deliver the Total  
9 Settlement Amount within five (5) business days from the written notice, the Total Settlement  
10 Amount shall accrue interest at the statutory judgment interest rate provided in the California  
11 Code of Civil Procedure section 685.010, and any release provisions in Section 8 that are for the  
12 benefit of Alpha Prime Supps and/or the Released Parties (as defined in Section 8.2) shall be  
13 suspended and waived during the period of time that transpires until the Total Settlement  
14 Amount is paid in full. Additionally, Alpha Prime Supps agrees to pay ERC's reasonable  
15 attorneys' fees and costs, if any, for any efforts to collect the payment due under this Consent  
16 Judgment.

17       **5.    MODIFICATION OF CONSENT JUDGMENT**

18           **5.1**     This Consent Judgment may be modified only as to non-monetary terms (i) by  
19 written stipulation of the Parties and upon entry by the Court of a modified consent judgment  
20 or (ii) by motion of either Party, based upon an agreement to modify the Consent Judgment,  
21 and upon entry by the Court of a modified consent judgment.

22           **5.2**     If Alpha Prime Supps seeks to modify this Consent Judgment under Section 5.1,  
23 then Alpha Prime Supps must provide written notice to ERC of its intent ("Notice of Intent").  
24 If ERC seeks to meet and confer regarding the proposed modification in the Notice of Intent,  
25 then ERC must provide written notice to Alpha Prime Supps within thirty (30) days of  
26 receiving the Notice of Intent. If ERC notifies Alpha Prime Supps in a timely manner of  
27 ERC's intent to meet and confer, then the Parties shall meet and confer in good faith as  
28 required in this Section. The Parties shall meet in person, via remote meeting, or by telephone

1 within thirty (30) days of ERC's notification of its intent to meet and confer. Within thirty (30)  
2 days of such meeting, if ERC disputes the proposed modification, ERC shall provide to Alpha  
3 Prime Supps a written basis for its position. The Parties shall continue to meet and confer for  
4 an additional thirty (30) days in an effort to resolve any remaining disputes. Should it become  
5 necessary, the Parties may agree in writing to different deadlines for the meet-and-confer  
6 period.

7 **5.3** In the event that Alpha Prime Supps initiates or otherwise requests a  
8 modification under Section 5.1, and the meet and confer process leads to an agreed upon  
9 motion or stipulation for a modification of the Consent Judgment, Alpha Prime Supps shall  
10 reimburse ERC its costs and reasonable attorneys' fees for the time spent in the meet-and-  
11 confer process and filing and arguing the motion or application.

## 12 **6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT** 13 **JUDGMENT**

14 **6.1** This Court shall retain jurisdiction of this matter to enforce, modify, or  
15 terminate this Consent Judgment.

16 **6.2** If ERC alleges that any Covered Product fails to qualify as a Conforming  
17 Covered Product (for which ERC alleges that no Warning has been provided), then ERC shall  
18 inform Alpha Prime Supps in a reasonably prompt manner, while also providing its test results,  
19 including information sufficient to permit Alpha Prime Supps to identify the Covered Products  
20 at issue. Alpha Prime Supps shall, within thirty (30) days following such notice, provide ERC  
21 with testing information, from an independent third-party laboratory meeting the requirements  
22 of Sections 3.4.3 and 3.4.4, demonstrating Alpha Prime Supps' compliance with the Consent  
23 Judgment. The Parties shall first attempt to resolve the matter in good faith prior to ERC taking  
24 any further legal action.

## 25 **7. APPLICATION OF CONSENT JUDGMENT**

26 This Consent Judgment applies to and is binding upon the Parties and their respective  
27 officers, directors, shareholders, and assigns, and their employees and agents (in their capacities as  
28 employees or agents of a Party). This Consent Judgment shall have no application to any Covered

1 Product that is distributed or sold exclusively outside the State of California and that is not used  
2 by California consumers.

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

4 **8.1** This Consent Judgment is a full, final, and binding resolution between ERC, on  
5 behalf of itself and in the public interest, and Alpha Prime Supps and Alpha Prime Apparel,  
6 and their respective officers, directors, shareholders, assigns, and their employees and agents  
7 (in their capacity as employees or agents of Alpha Prime Supps and/or Alpha Prime Apparel).

8 **8.2** ERC, acting in the public interest, releases Alpha Prime Supps and Alpha Prime  
9 Apparel, and their respective officers, directors, shareholders, employees, contractors,  
10 representatives, affiliates, agents, parent companies, subsidiaries, purchasers, predecessors,  
11 successors, divisions, suppliers, franchisees, licensees, assigns, customers (not including  
12 private label customers of Alpha Prime Supps or Alpha Prime Apparel), distributors,  
13 wholesalers, retailers, and all other upstream and downstream entities in the distribution chain  
14 of any Covered Product, and the predecessors, successors, and assigns of any of them  
15 (collectively, “Released Parties”) from any and all claims for violations of Proposition 65 up to  
16 and including the Effective Date based on exposure to lead from the Pb Covered Products,  
17 PFOA from the PFOA Covered Products and cadmium from the Cd Covered Product, all as set  
18 forth in the Notice of Violation.

19 **8.3** ERC, on behalf of itself only, hereby fully releases the Released Parties from  
20 any and all claims, disputes, damages, violations, harms, losses, fees, costs, expenses,  
21 penalties, and lawsuits, known or unknown, accrued or unaccrued, disclosed or undisclosed,  
22 asserted, or that could have been asserted, stemming or arising from, or related to the handling,  
23 manufacture, sale, marketing, distribution, use, or consumption of the Covered Products, as to  
24 any alleged violation of Proposition 65 or its implementing regulations arising from the failure  
25 to provide Proposition 65 warnings on the Covered Products regarding lead from the Pb  
26 Covered Products and/or PFOA from the PFOA Covered Products and/or cadmium from the  
27 Cd Covered Product up to and including the Effective Date.

28 **8.4** ERC on its own behalf only, and Alpha Prime Supps and Alpha Prime Apparel,

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

7 **8.5** It is possible that other claims not known to the Parties, arising out of the facts  
8 alleged in the Notice and Complaint, and relating to the Covered Products, will develop or be  
9 discovered. ERC, on behalf of itself only, and Alpha Prime Supps and Alpha Prime Apparel,  
10 on behalf of themselves only, acknowledge that this Consent Judgment and the Release herein  
11 is expressly intended to cover and include all such claims, including, but not limited to, those  
12 asserted against the Released Parties, up to and including the Effective Date, including all  
13 rights of action therefor. ERC and Alpha Prime Supps and Alpha Prime Apparel acknowledge  
14 that the claims released in Sections 8.2 and 8.3 above may include unknown claims and  
15 nevertheless waive California Civil Code section 1542 as to any such unknown claims.  
16 California Civil Code section 1542 reads as follows:

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

21 ERC, on behalf of itself only, and Alpha Prime Supps and Alpha Prime Apparel, on behalf of  
22 themselves only, acknowledge and understand the significance and consequences of this  
23 specific waiver of California Civil Code section 1542.

24 **8.6** Compliance with the terms of this Consent Judgment shall be deemed to  
25 constitute compliance with Proposition 65 by any of the Released Parties regarding alleged  
26 exposures to lead in the Pb Covered Products and PFOA in the PFOA Covered Products and  
27 cadmium in the Cd Covered Product, as set forth in the Notice and Complaint.

28 **8.7** Nothing in this Consent Judgment is intended to apply to any occupational or

1 environmental exposures arising under Proposition 65, nor shall it apply to any of Alpha Prime  
2 Supps' products other than the Covered Products.

3 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

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

7 **10. GOVERNING LAW**

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

10 **11. PROVISION OF NOTICE**

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

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

15 Chris Heptinstall, Executive Director, Environmental Research Center  
16 3111 Camino Del Rio North, Suite 400  
17 San Diego, CA 92108  
18 Telephone: (619) 500-3090  
19 Email: [chris.heptinstall@erc501c3.org](mailto:chris.heptinstall@erc501c3.org)

20 With a copy to:

21 Charles W. Poss  
22 Environmental Research Center, Inc.  
23 3111 Camino Del Rio North, Suite 400  
24 San Diego, CA 92108  
25 Telephone: (619) 500-3090  
26 Email: [charles.poss@erc501c3.org](mailto:charles.poss@erc501c3.org)

27 **FOR ALPHA PRIME SUPPS, LLC; ALPHA PRIME APPAREL, INC.:**

28 Caesar Bacarella  
5259 N. Hiatus Rd.  
Sunrise, FL 33351  
Email: [Bacarella45@gmail.com](mailto:Bacarella45@gmail.com)

And

///

1 Segundo Pla  
2 3310 NW 30 Street  
3 Miami, FL 33142  
4 Email: Segundo@masterbakerceo.com

5 With a copy to:  
6 Justin B. Levine  
7 Cole Scott & Kissane  
8 The Florida Law Firm  
9 222 Lakeview Avenue, Suite 500  
10 West Palm Beach, FL 33401  
11 Telephone: (561) 612-3459  
12 Email: justin.levine@csklegal.com

## 13 **12. COURT APPROVAL**

14 **12.1** Upon execution of this Consent Judgment by the Parties, ERC shall file a  
15 Motion for Court Approval. The Parties shall use their best efforts to support entry of this  
16 Consent Judgment.

17 **12.2** If the California Attorney General objects to any term in this Consent Judgment,  
18 the Parties shall use their best efforts to resolve the concern in a timely manner, and, if  
19 possible, prior to the hearing on the motion.

20 **12.3** If this Stipulated Consent Judgment is not approved by the Court, it shall be  
21 void and have no force or effect.

## 22 **13. EXECUTION AND COUNTERPARTS**

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

## 26 **14. DRAFTING**

27 The terms of this Consent Judgment have been reviewed by the respective counsel for  
28 each Party prior to its signing, and each Party has had an opportunity to fully discuss the terms  
and conditions with legal counsel. The Parties agree that, in any subsequent interpretation and  
construction of this Consent Judgment, no inference, assumption, or presumption shall be drawn,  
and no provision of this Consent Judgment shall be construed against any Party, based on the fact

1 that one of the Parties and/or one of the Parties' legal counsel prepared and/or drafted all or any  
2 portion of the Consent Judgment. It is conclusively presumed that all of the Parties participated  
3 equally in the preparation and drafting of this Consent Judgment.

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

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

10 **16. ENFORCEMENT**

11 Either Party may, by motion before the Superior Court of Alameda County, enforce the  
12 terms and conditions contained in this Consent Judgment. In any action brought by any of the  
13 Parties to enforce this Consent Judgment, the prevailing Party may seek whatever fees, fines,  
14 costs, penalties, or remedies as are provided by law for failure to comply with the Consent  
15 Judgment. To the extent the failure to comply with the Consent Judgment constitutes a  
16 violation of Proposition 65 or other laws, ERC shall not be limited to enforcement of this  
17 Consent Judgment, but may seek in another action whatever fines, costs, penalties, or remedies  
18 as are provided by law for failure to comply with Proposition 65 or other laws.

19 **17. ENTIRE AGREEMENT, AUTHORIZATION**

20 **17.1** This Consent Judgment contains the sole and entire agreement and  
21 understanding of the Parties with respect to the entire subject matter herein, including any and  
22 all prior discussions, negotiations, commitments, and understandings related thereto. No  
23 representations, oral or otherwise, express or implied, other than those contained herein have  
24 been made by any Party. No other agreements, oral or otherwise, unless specifically referred to  
25 herein, shall be deemed to exist or to bind any Party.

26 **17.2** Each signatory to this Consent Judgment certifies that he or she is fully  
27 authorized by the Party he or she represents to stipulate to this Consent Judgment.

28 ///

1 **18. RETENTION OF JURISDICTION, REQUEST FOR FINDINGS, APPROVAL**  
2 **OF SETTLEMENT AND ENTRY OF CONSENT JUDGMENT**

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

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

9 (2) Make the findings pursuant to California Health and Safety Code section  
10 25249.7(f)(4), approve the Settlement, and approve this Consent Judgment; and

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

13 **IT IS SO STIPULATED:**

14 Dated: 5-7, 2026

ENVIRONMENTAL RESEARCH  
CENTER, INC.

15  
16 By:   
17 Chris Heptinstall  
Executive Director

18 Dated: 5-7, 2026

ALPHA PRIME SUPPS, LLC

19  
20   
21 By: Caesar Bacantts  
22 Its: Pres

23 Dated: 5-7, 2026

ALPHA PRIME APPAREL, INC.

24  
25   
26 By: Caesar Bacantts  
27 Its: Pres  
28

**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: \_\_\_\_\_, 2026

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

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# **EXHIBIT A**



## Environmental Research Center

3111 Camino Del Rio North, Suite 400  
San Diego, CA 92108  
619-500-3090

July 17, 2025

### **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 am the In-House Counsel for 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:

**Alpha Prime Supps, LLC  
Alpha Prime Apparel, Inc.**

**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. Prime Bites Protein Brownie Chocolate Chip Cookie Dough Bites Flavored Brownie-Lead**
- 2. Prime Bites Protein Brownie Chocolate Glazed Donut - Lead**
- 3. Prime Bites Protein Brownie Glazed Cinnamon Roll - Lead**

4. **Alpha Prime Vegan Protein [All Natural Plant Based Protein] Chocolate Cherry Cake–Lead, Cadmium, Perfluorooctanoic Acid (PFOA)**
5. **Alpha Prime Vegan Protein [All Natural Plant Based Protein] Vanilla Milkshake - Perfluorooctanoic Acid (PFOA)**
6. **Alpha Prime Vegan Protein [All Natural Plant Based Protein] Salted Caramel - Perfluorooctanoic Acid (PFOA)**

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.

Cadmium was officially listed as a chemical known to cause developmental toxicity and male reproductive toxicity on May 1, 1997, while cadmium and cadmium compounds were listed as chemicals known to the State of California to cause cancer on October 1, 1987.

On November 10, 2017, the State of California officially listed Perfluorooctanoic Acid (PFOA) as a chemical known to cause developmental toxicity. On February 25, 2022, the State of California officially listed Perfluorooctanoic Acid (PFOA) as a chemical known to cause cancer.

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 July 17, 2022, 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) recall the identified products so as to eliminate further exposures to the identified chemicals, and/or (2) affix clear and reasonable Prop 65 warning labels for products sold in the future while reformulating such products to eliminate the exposures, and (3) conduct bio-monitoring of all California consumers that have ingested the identified chemicals in the listed products, and (4) pay an appropriate civil penalty. Such a resolution will prevent further unwarned consumer exposures to the identified chemicals, as well as an expensive and time-consuming litigation.

July 17, 2025

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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,



---

Charles Poss  
In-House Counsel  
Environmental Research Center

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to Alpha Prime Supps, LLC; Alpha Prime Apparel, Inc. and their Registered Agents for Service of Process only)

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

**CERTIFICATE OF MERIT**

**Health and Safety Code Section 25249.7 (d)**

**Re: Environmental Research Center, Inc.'s Notice of Proposition 65 Violations by Alpha Prime Supps, LLC and Alpha Prime Apparel, Inc.**

I, Charles Poss, 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 violator 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: July 17, 2025



---

Charles Poss

**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 July 17, 2025, 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:

Caesar Bacarella, Chief Executive Officer  
or Current President or CEO  
Alpha Prime Supps, LLC, Alpha Prime Apparel, Inc.  
5259 N Hiatus Road  
Sunrise, FL 33351

Cesar Bacarella  
(Registered Agent for Alpha Prime Supps, LLC,  
Alpha Prime Apparel, Inc.)  
5259 N Hiatus Road  
Sunrise, FL 33351

Caesar Bacarella, Chief Executive Officer  
or Current President or CEO  
Alpha Prime Supps, LLC, Alpha Prime Apparel, Inc.  
5249 N Hiatus Road  
Sunrise, FL 33351

On July 17, 2025, 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 July 17, 2025, 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:

Royl Roberts, Interim District Attorney  
Alameda County  
7677 Oakport Street, Suite 650  
Oakland, CA 94621  
CEPDProp65@acgov.org

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

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

July 17, 2025

Page 6

Stacey Grassini, Deputy District Attorney  
Contra Costa County  
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  
Fresno County  
2100 Tulare Street  
Fresno, CA 93721  
consumerprotection@fresnocountyca.gov

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

Devin Chandler, Program Coordinator  
Lassen County  
2950 Riverside Dr  
Susanville, CA 96130  
dchandler@co.lassen.ca.us

Lori E. Frugoli, District Attorney  
Marin County  
3501 Civic Center Drive, Suite 145  
San Rafael, CA 94903  
consumer@marincounty.org

Walter W. Wall, District Attorney  
Mariposa County  
P.O. Box 730  
Mariposa, CA 95338  
mcda@mariposacounty.org

Kimberly Lewis, District Attorney  
Merced County  
550 West Main St  
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  
Napa County  
1127 First Street, Ste C  
Napa, CA 94559  
CEPD@countyofnapa.org

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

Todd Spitzer, District Attorney  
Orange County  
300 N Flower St  
Santa Ana, CA 92703  
Prop65notice@ocdapa.org

Morgan Briggs Gire, District Attorney  
Placer County  
10810 Justice Center Drive  
Roseville, CA 95678  
Prop65@placer.ca.gov

David Hollister, District Attorney  
Plumas County  
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

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

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

July 17, 2025

Page 7

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

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

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

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

Carla Rodriguez, District Attorney  
Sonoma County  
600 Administration Dr, Rm 212  
Santa Rosa CA 95403  
ECLD@sonoma-county.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

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

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

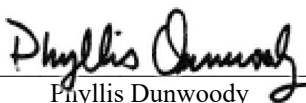
Gregory D. Totten, District Attorney  
Ventura County  
800 S Victoria Ave  
Ventura, CA 93009  
daspecialops@ventura.org

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

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

On July 17, 2025, 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 July 17, 2025, in Fort Oglethorpe, Georgia.

  
Phyllis Dunwoody

**Service List**

District Attorney, Alpine  
County  
P.O. Box 248  
17300 Hwy 89  
Markleeville, CA 96120

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  
County  
1355 West Street  
Redding, CA 96001

District Attorney, Sierra  
County  
Post Office Box 457  
100 Courthouse Square, 2<sup>nd</sup>  
Floor  
Downieville, CA 95936

District Attorney, Siskiyou  
County  
Post Office Box 986  
Yreka, CA 96097

District Attorney, Solano  
County  
675 Texas Street, Ste 4500  
Fairfield, CA 94533

District Attorney, Stanislaus  
County  
832 12th Street, Ste 300  
Modesto, CA 95354

District Attorney, Sutter  
County  
463 2<sup>nd</sup> Street  
Yuba City, CA 95991

District Attorney, Tehama  
County  
Post Office Box 519  
Red Bluff, CA 96080

District Attorney, Trinity  
County  
Post Office Box 310  
Weaverville, CA 96093

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

District Attorney, Yuba  
County  
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