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9 *Attorneys for Plaintiff People of the State of*
California ex rel. Kamala D. Harris, Attorney
10 *General*

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 COUNTY OF ORANGE

13 CIVIL DIVISION

14
15 **PEOPLE OF THE STATE OF**
16 **CALIFORNIA ex rel. KAMALA D.**
17 **HARRIS, ATTORNEY GENERAL,**

18 Plaintiff,

19 v.

20 **ENSO PLASTICS, LLC; AQUAMANTRA,**
21 **INC.; BALANCE WATER COMPANY**
LLC; DOES 1 THROUGH 9, INCLUSIVE,

22 Defendants.
23

Case No. 30-2011 00518091

**NOTICE OF ENTRY OF JUDGMENT AS
TO ENSO PLASTICS, LLC**

Date: N/A
Time: N/A
Dept: C32
Judge: The Honorable Geoffrey T.
Glass

Action Filed: October 26, 2011

24 **TO ALL PARTIES AND THEIR COUNSEL:**

25 **PLEASE TAKE NOTICE** that on March 25, 2013, the Court entered a Consent Judgment
26 as to ENSO Plastics, LLC, resolving all issues against Defendant ENSO Plastics, LLC. A true
27 copy of the Consent Judgment as to ENSO Plastics, LLC, is attached as Exhibit 1.
28

ELECTRONICALLY FILED
Superior Court of California,
County of Orange

04/18/2013 at 04:42:00 PM

Clerk of the Superior Court
By e Clerk, Deputy Clerk

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Dated: April 17, 2013

Respectfully Submitted,

KAMALA D. HARRIS
Attorney General of California



LAURA J. ZUCKERMAN
Deputy Attorney General

*Attorneys for Plaintiff
People of the State of California ex rel.
Kamala D. Harris, Attorney General*

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DECLARATION OF SERVICE BY U.S. MAIL

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar, at which member's direction this service is made. I am 18 years of age or older and not a party to this matter. I am familiar with the business practice at the Office of the Attorney General for collection and processing of correspondence for mailing with the United States Postal Service. In accordance with that practice, correspondence placed in the internal mail collection system at the Office of the Attorney General is deposited with the United States Postal Service with postage thereon fully prepaid that same day in the ordinary course of business.

On April 18, 2013, I served the attached:

Notice of Entry of Judgment as to ENSO Plastics, LLC

by placing a true copy thereof enclosed in a sealed envelope in the internal mail collection system at the Office of the Attorney General at 1515 Clay Street, 20th Floor, Oakland, CA 94612-0550, addressed as follows:

David B. Sadwick, Esq.
Steve Tekosky
Tatro Tekosky Sadwick LLP
333 S. Grand Avenue, Suite 4270
Los Angeles, CA 90071
Counsel for ENSO Plastics, LLC

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration was executed on April 18, 2013, at Oakland, California.

RYAN MALLARD

Declarant

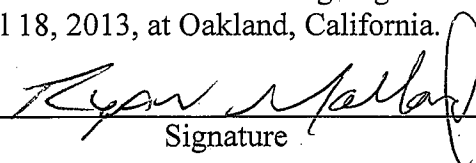

Signature

EXHIBIT 1

1 KAMALA D. HARRIS
Attorney General of California
2 SALLY MAGNANI
Senior Assistant Attorney General
3 LAURA J. ZUCKERMAN (SBN 161896)
RAISSA S. LERNER (SBN 187038)
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Superior Court of California,
County of Orange
03/19/2013 at 04:58:08 PM
Clerk of the Superior Court
By Sonya Wilson, Deputy Clerk

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

MAR 25 2013

ALAN CARLSON, Clerk of the Court

D. Honomichi
BY D. HONOMICHI

8 *Attorneys for People of the State of California,*
9 *ex rel. Kamala D. Harris, Attorney General*

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF ORANGE

14 PEOPLE OF THE STATE OF
15 CALIFORNIA *ex rel.* KAMALA D.
16 HARRIS, ATTORNEY GENERAL,

17 Plaintiff,

18 v.

19 ENSO PLASTICS, LLC,
20

21 Defendants.

11-
Case No. 00518091

~~PROPOSED~~ CONSENT JUDGMENT
AS TO DEFENDANT ENSO PLASTICS,
LLC

Dept: C32
Judge: Geoffrey T. Glass
Trial Date: March 25, 2013

Action Filed: October 26, 2011

22 **1. INTRODUCTION**

23 1.1. On October 26, 2011, the People of the State of California *ex rel.* Kamala Harris,
24 Attorney General (the "People"), filed a complaint for civil penalties and injunctive relief for
25 alleged violations of state environmental marketing laws and unfair business practices laws in the
26 Superior Court for the County of Orange ("Complaint"). The Complaint alleges that defendants
27 sell plastic bottles in California labeled and marketed as "biodegradable," in violation of Public
28 Resources Code section 42359 et seq., and/or that defendants make false, misleading, and

1 deceptive marketing and advertising statements regarding the biodegradability and recyclability
2 of plastic bottles made with a resin marketed by ENSO Plastics, LLC, in violation of Business
3 and Professions Code sections 17500, 17508, and 17580.5. The Complaint also alleges that these
4 acts constitute unfair business practices in violation of the Unfair Competition Law, Business and
5 Professions Code sections 17200 et seq.

6 1.2. ENSO Plastics, LLC ("ENSO"), is a limited liability company registered in Arizona,
7 with its principal place of business in Mesa, Arizona. ENSO is among the defendants named in
8 the Complaint. Both the People and ENSO may be referred to as a "Party" to this Consent
9 Judgment, and collectively they shall be referred to as "the Parties."

10 1.3. The Attorney General alleges that: (a) ENSO markets a product or products intended
11 for use by manufacturers of plastic bottles, plastic containers and packaging, and other plastic
12 items; (b) ENSO has claimed publicly within the past four years, that the product(s) it sells will,
13 when incorporated into plastic, cause plastic bottles, containers and other plastic items made with
14 its product to biodegrade in a landfill within one to five years; (c) ENSO also claimed publicly
15 within the past four years that plastic bottles made with ENSO's product(s) are recyclable; (d)
16 ENSO has marketed its product(s) in California within the past four years; and (e) that plastic
17 bottles made with the ENSO product(s) are, or were within the past four years, sold in California.

18 1.4. For purposes of this Consent Judgment only, the People and ENSO stipulate that this
19 Court has jurisdiction over the allegations of violations contained in the Complaint, and personal
20 jurisdiction over ENSO as to the acts alleged in the Complaint, that venue is proper in the County
21 of Orange, and that this Court has jurisdiction to enter this Consent Judgment as a full and final
22 resolution of all claims that were raised in the Complaint based on the facts alleged therein.

23 1.5. The People and ENSO stipulate to the entry of this Consent Judgment as a full and
24 final settlement of all claims that were, or could have been, raised in the Complaint arising out of
25 the facts or conduct alleged therein. By stipulating to this Consent Judgment and agreeing to
26 provide the relief and remedies specified herein, ENSO does not admit any fact(s) or violation(s)
27 of law alleged in the Complaint, any fact(s) or assertion(s) set forth in this Consent Judgment, or
28 any violations of any other laws or legal duties.

1 1.6 Except as expressly set forth herein, nothing in this Consent Judgment shall prejudice,
2 waive, or impair any right, claim, remedy, or defense the People or ENSO may have in any other
3 or in future legal proceedings except proceedings to enforce the terms of this Consent Judgment.
4 This Paragraph shall not diminish or otherwise affect the obligations, responsibilities, and duties
5 of the Parties under this Consent Judgment.

6 1.7. Effective Date: The effective date of this Consent Judgment is the date that it is
7 approved and entered by the Court.

8 2. INJUNCTIVE RELIEF:

9 2.1. Products Covered By this Consent Judgment ("Covered Products"). Covered
10 Products are any products that are sold, distributed, or marketed for sale by ENSO (or any
11 subsidiary, corporate affiliate, business partnership, associate, representative, or agent thereof)
12 with the claim that a plastic bottle, container, packaging, or any other plastic product made with
13 such Covered Product(s) will biodegrade in a landfill or other environment. For purposes of this
14 Consent Judgment, plastic product shall mean "plastic product" as defined in Public Resources
15 Code Section 42356(f) as set forth in Senate Bill No. 567, Chapter 594, Statutes of 2011.

16 2.2. Compliance Date. Except as otherwise required herein, ENSO shall come into
17 compliance with the terms of this Consent Judgment within 90 days of its entry by the Court.

18 2.3. "Clear and Conspicuous" (or "Clearly and Conspicuously"), as used in this Consent
19 Judgment, means designed to call attention to, and to enhance the likelihood of notice, despite
20 surrounding or accompanying information. Specifically and additionally, these terms mean:

21 (a) presented in readily understandable form and in larger type-size than adjacent,
22 surrounding or accompanying information, or

23 (b) presented in readily understandable form and in visibly contrasting type (or font),
24 contrasting color, or bold style, as compared to adjacent, surrounding or accompanying
25 information of the same size, or

26 (c) presented in readily understandable form and set off from adjacent, surrounding or
27 accompanying information of the same size by framing, symbols, or other distinguishing marks in
28 a manner that clearly calls attention to it; and,

1 (d) in the audio context; presented in a volume and cadence sufficient to be readily
2 audible and understandable.

3 2.4. Substantiation and Qualification of Claims: The Federal Trade Commission's 2012
4 *Guides for the Use of Environmental Marketing Claims* ("Guides"), 16 C.F.R. Part 260, states
5 that any party making an express or implied claim that presents an objective assertion about the
6 environmental attribute of a product, package or service must be able to substantiate such claim
7 with a reasonable basis often requiring competent and reliable scientific evidence. "Such
8 evidence consists of tests, analyses, research, or studies that have been conducted and evaluated
9 in an objective manner by qualified persons and are generally accepted in the profession to yield
10 accurate and reliable results." (16 C.F.R. § 260.2.) This Consent Judgment requires ENSO to
11 comply with the Guides and to ensure, no later than the Compliance Date, that any claim ENSO
12 makes with respect to Covered Product(s) to which the Guides apply is substantiated by
13 competent and reliable scientific evidence in ENSO's possession, and that each claim is properly
14 qualified as appropriate. Proper qualification of claims requires that qualifying information be
15 "clear, prominent, and understandable" (16 C.F.R. § 260.3(a)), and sufficiently proximate to the
16 claim being qualified. Nothing in this Consent Judgment shall prohibit or otherwise restrict
17 ENSO's sale and/or marketing of "compostable," "home compostable" or "marine degradable"
18 products and labeling them as such, to the extent such products meet the required standards under
19 California law for being so labeled.

20 2.5. Important California Notice:

21 (a) By no later than the Compliance Date, the words "Important California Notice" and
22 accompanying text (together, the words "Important California Notice" and the accompanying text
23 shall be referred to herein as the "California Notice"), as specified in subsection (b), shall appear
24 Clearly and Conspicuously and in bold font on each website ENSO owns (or controls or uses) to
25 promote Covered Products (including, but not limited to, www.ensoplastics.com and
26 www.ensobottles.com). The California Notice shall appear on the left-hand side on (i) the home
27 page, (ii) main index page, (iii) each page identifying or describing the function of Covered
28 Products, and (iv) each page explaining how to obtain Covered Products, of each such website,

1 such that it is visible in its entirety when the webpage opens in a standard web browser. (See
2 Exhibit A).

3 (b) The California Notice shall state:

4 "California law prohibits the sale of plastic packaging and plastic products that are labeled
5 with the terms 'biodegradable,' 'degradable,' or 'decomposable,' or any form of those terms, or
6 that imply in any way that the item will break down, biodegrade or decompose in a landfill or
7 other environment. These restrictions apply to all sales in or into the State of California,
8 including such sales over the Internet."

9 (c) If any additional information related to the California Notice is provided, it must be in
10 a separate hyperlink placed below the California Notice. Additional information provided in this
11 space or link must not contradict or be inconsistent with the text of the California Notice, and
12 must not be false, misleading, or deceptive under California law.

13 (d) In addition to the requirements of subsections (a)-(c), the California Notice also shall
14 be placed Clearly and Conspicuously on or in ENSO's (i) non-disclosure agreements relating to
15 Covered Products, (ii) material safety data sheets or other technical data relating to Covered
16 Products, and (iii) contracts or order forms for Covered Products.

17 (e) The California Notice shall be placed Clearly and Conspicuously on any other
18 marketing materials utilized by ENSO (or any subsidiary, corporate affiliate, business
19 partnership, associate, representative, or agent thereof) to promote Covered Products in the
20 United States, including but not limited to company brochures, trade show materials, invoices,
21 and any other promotional materials (in written, audio, or any other form) that are offered or
22 intended to provide information about Covered Products.

23 2.6. Direct Sales: By no later than the Compliance Date, any Covered Product that ENSO
24 sells in or into California must be accompanied by a Clear and Conspicuous print or electronic
25 version of the California Notice.

26 2.7. Acknowledgment of Receipt of Notice: By no later than the Compliance Date,
27 ENSO (or any subsidiary, affiliate, partner, representative, agent, or broker who sells, distributes
28 or otherwise provides Covered Product(s) or items made with Covered Product(s) to others) shall

1 require that every entity that (i) receives a confidentiality or non-disclosure agreement, or (ii) that
2 purchases any Covered Product or items made with Covered Product(s), receives an
3 acknowledgment of receipt of the California Notice, and, in the case of companies that enter into
4 or execute the confidentiality or non-disclosure agreement, provides an acknowledgment of
5 receipt of the California Notice and agrees to provide the California Notice to all entities to which
6 it sells Covered Products or items made with Covered Product(s). ENSO shall retain each
7 acknowledgment for 5 years, and shall provide them to the Attorney General's Office within 20
8 business days of receipt of the Attorney General's written request. To the extent ENSO maintains
9 that such documents contain information that is confidential, proprietary, and/or a trade secret
10 under Government Code 6254(k) – and upon written notice identifying the specific information
11 ENSO asserts is confidential, proprietary, and/or trade secret – the Attorney General agrees not to
12 disclose such information pursuant to a request for records under the Public Records Act
13 (Government Code section 6250 et seq.). In the event that the designation of this information as
14 confidential and exempt from disclosure is challenged, the Attorney General promptly shall notify
15 ENSO to provide ENSO with an opportunity to respond to the challenge and to intervene in any
16 action to compel disclosure. Nothing in this provision shall prohibit the Attorney General from
17 disclosing information and/or data designated as confidential, proprietary and/or trade secret to
18 another government agency, if necessary to pursue the Attorney General's enforcement authority
19 or to enforce any provision of this Consent Judgment.

20 2.8. Additional Provisions:

21 (a) ENSO shall not use language on its websites or marketing materials in relation to
22 Covered Products that contradicts any notice or disclosure required by this Consent Judgment, or
23 misrepresents the reason(s) that the California Notice is required. In addition, ENSO shall not
24 provide any additional notice or disclosure related to the subject of the California Notice that is
25 not identical to the California Notice, or purports to explain the reason(s) that the California
26 Notice is required, without prior approval of the Attorney General.

27 (b) Within 10 days of the Effective Date of this Consent Judgment, ENSO shall ensure
28 that its own website(s), and any other Internet domain(s) that ENSO or its partners, affiliates,

1 agents, and representatives control, comply with all of the provisions of Section 2 of this Consent
2 Judgment.

3 **3. PENALTIES AND COSTS**

4 3.1. ENSO shall pay civil penalties and costs to the Attorney General in the amount of
5 \$18,000, to be paid in installments of \$500 per month, with the first monthly payment due no
6 later than TEN (10) DAYS after the Effective Date. This first payment shall establish the
7 monthly due date for each subsequent payment due under this section 3.

8 (a) The first 20 installments (or the first \$10,000 in payments, whichever comes first)
9 shall constitute partial reimbursement of attorneys' fees and costs of prosecution incurred by the
10 Attorney General on her own behalf or on behalf of the California Department of Justice.

11 (b) The next 10 installments (or the next \$5,000 in payments, whichever comes first)
12 shall constitute a civil penalty for alleged violations of Public Resources Code Section 42359 et
13 seq. (2006).

14 (c) The final six (6) installments (or the next \$3,000 in payments, whichever comes first)
15 shall constitute a civil penalty for alleged violations of Business and Professions Code section
16 17200, 17206, 17500, 17580.5 and 17536.

17 (d) Notwithstanding subparagraph (c) above, in the event ENSO has made a total of
18 \$15,000 in payments under subparagraphs (a) and (b) prior to the two-year anniversary of the
19 Effective Date, the balance of the payments due under subparagraph (c) shall be waived.

20 3.2. Delivery. The payments required by subparagraphs (a) and (b) of paragraph 3.1 of
21 this Consent Judgment shall be made by certified check or cashier's check payable to "California
22 Department of Justice," and shall be delivered on or before the due date established by operation
23 of paragraph 3.1, above, to the attention of Raissa S. Lerner and Laura J. Zuckerman, Deputy
24 Attorneys General, California Department of Justice, 1515 Clay Street, 20th Floor, Oakland, CA
25 94612. Each check shall bear on its face the Attorney General's internal reference number for
26 this matter: OK2010950041. The payments required by subparagraph (c) of paragraph 3.1 shall
27 be made by certified check or cashier's check payable and deliverable as further instructed by the
28 Attorney General's Office in accordance with Business and Professions Code sections 17206 and

1 17536. The due date established by operation of paragraph 3.1 shall apply.

2 3.3. Disbursement. The money paid to the Attorney General's Office pursuant to
3 subparagraphs 3.1 (a) and (b) of this Consent Judgment shall be administered by the California
4 Department of Justice and shall be used by the Environment Section of the Public Rights Division
5 of the Attorney General's Office, until all funds are exhausted, for any of the following purposes:
6 (1) implementation of the Attorney General's authority to protect the environment and natural
7 resources of the State pursuant to Government Code section 12600 et seq. and as Chief Law
8 Officer of the State of California pursuant to Article V, section 13 of the California Constitution;
9 (2) enforcement of laws related to environmental protection, including, but not limited to,
10 Chapters 6.5 and 6.95, Division 20, of the California Health and Safety Code; (3) enforcement of
11 the Unfair Competition Law, Business and Professions Code section 17200 et seq., as it relates to
12 protection of the environment and natural resources of the State of California; and (4) other
13 environmental actions which benefit the State of California and its citizens as determined by the
14 Attorney General. Such funding may be used for the costs of the Attorney General's
15 investigation, filing fees, and other court costs, payment to expert witnesses and technical
16 consultants, purchase of equipment, laboratory analyses, personnel costs, travel costs, and other
17 costs necessary to pursue environmental actions investigated or initiated by the Attorney General
18 for the benefit of the State of California and its citizens. The payment, and any interest derived
19 there from, shall solely and exclusively augment the budget of the Attorney General's Office as it
20 pertains to the Environment Section of the Public Rights Division, and in no manner shall
21 supplant or cause any reduction of any portion of the Attorney General's budget.

22 3.4. Late Payments. If any payment required by this Consent Judgment is not received by
23 the due date, then interest thereon as specified in section 685.010 of the Code of Civil Procedure
24 shall begin to accrue as of the due date. Code of Civil Procedure section 1013, and the extensions
25 provided for therein, shall not apply to nor extend any deadline referred to in this Paragraph or in
26 the payment provisions of this Consent Judgment.

27 3.5. Certification of Compliance. Within THIRTY (30) days of the Compliance Date,
28 ENSO shall deliver a certification to the Attorney General, signed by a responsible corporate

1 officer under penalty of perjury, certifying that ENSO has complied with the applicable terms of
2 Section 2 of this Consent Judgment.

3 **4. MODIFICATION OF CONSENT JUDGMENT**

4 4.1. Modification. This Consent Judgment may be modified by written agreement of the
5 Attorney General and ENSO, upon entry of a modified consent judgment by the Court, or upon
6 noticed motion of the Attorney General or ENSO as provided herein or as otherwise provided by
7 law, and upon entry of a modified consent judgment by the Court. ENSO may seek to modify
8 this Consent Judgment on any basis supported by applicable law, including without limitation, if
9 a change in applicable law would permit ENSO to make claims that are restricted by this Consent
10 Judgment.

11 4.2. Requirement to Meet and Confer. Before filing a noticed motion with the Court for a
12 modification to this Consent Judgment, the Parties shall meet and confer to determine whether
13 there is mutual consent to the proposed modification. If a proposed modification is agreed upon,
14 then ENSO and the Attorney General will present the modification to the Court by means of a
15 stipulated modification to the Consent Judgment. If the Parties do not agree to a modification,
16 then the Party seeking the modification shall bear the burden of establishing to the Court by
17 noticed motion that the modification is appropriate.

18 4.3. No modification of the terms of this Consent Judgment shall be valid or binding
19 unless it is made in writing, signed by the Parties, and approved by the Court, or entered as a
20 court order after noticed motion, and then only to the extent specifically set forth in such written
21 modification or court order.

22 **5. ENFORCEMENT**

23 5.1. The People may, by motion or application for an order to show cause before this
24 Court, enforce the terms and conditions contained in this Consent Judgment. In any such
25 proceeding, the People may seek whatever fines, costs, penalties, or remedies are provided by law
26 for failure to comply with the Consent Judgment, and where said violations of this Consent
27 Judgment constitute subsequent violations of laws independent of the Consent Judgment and/or
28 those alleged in the Complaint, the People are not limited to enforcement of the Consent

1 Judgment, but may seek in another action whatever fines, costs, penalties, or remedies that are
2 available by law. In any action brought by the People or another enforcer alleging subsequent
3 violations of law, ENSO may assert any and all defenses that are available, including any res
4 judicata or collateral estoppel effect of this Consent Judgment.

5 **6. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

6 6.1. Each signatory to the Parties' stipulation for entry of this Consent Judgment has
7 certified that he or she is fully authorized by the Party he or she represents to stipulate to this
8 Consent Judgment, to enter into and execute the stipulation on behalf of the Party represented,
9 and legally to bind that Party.

10 6.2. Stipulation to this Consent Judgment by the Attorney General shall not be deemed
11 approval by the Attorney General of any of ENSO's advertising or business practices. Further,
12 neither ENSO nor anyone acting on its behalf shall state or imply or cause to be stated or implied
13 that the Attorney General or any other governmental unit of the state of California has approved,
14 sanctioned, or authorized any particular practice, act, advertisement, or conduct by ENSO, except
15 as specifically provided herein.

16 **7. CLAIMS COVERED**

17 7.1 Full and Binding Resolution. This Consent Judgment is a full, final, and binding
18 resolution between the People and ENSO of the alleged violations of Public Resources Code
19 section 42359.6 and Business & Professions Code sections 17200, 17500, 17508, and 17580.5
20 that were, or could have been, asserted in the Complaint against ENSO based on the facts and/or
21 conduct alleged therein.

22 **8. RETENTION OF JURISDICTION**

23 8.1. This Court shall retain jurisdiction of this matter, pursuant to Code of Civil Procedure
24 section 664.6 and any other applicable provisions of law, to implement, modify, and/or enforce
25 this Consent Judgment, and to resolve any disputes that may arise regarding its implementation.

26 **9. PROVISION OF NOTICE**

27 9.1. When any Party is entitled to receive any notice under this Consent Judgment, the
28 notice shall be sent by email and First Class Mail (with delivery confirmation) or overnight

1 delivery to the person(s) at the address(es) set forth below. Any Party may modify the person(s)
2 and address(es) to whom notice is to be sent by sending the other Party notice of the modification
3 by email and First Class Mail (with delivery confirmation).

4 9.2. Notices to the People/Attorney General shall be sent to the following:

5 Raissa S. Lerner (raissa.lerner@doj.ca.gov)
6 Laura J. Zuckerman (laura.zuckerman@doj.ca.gov)
7 Deputy Attorneys General
8 California Department of Justice
9 1515 Clay Street, 20th Floor
10 Oakland, CA 94612

11 9.3. Notices to ENSO shall be sent to the following:

12 Danny Clark
13 ENSO Plastics, LLC
14 4710 E. Falcon Dr. Suite 220
15 Mesa, AZ 85215

16 *with a copy to:*

17 Steven R. Tekosky, Esq.
18 David Sadwick, Esq.
19 Tatro Tekosky Sadwick LLP
20 333 S. Grand Avenue, Ste. 4270
21 Los Angeles, CA 90071

22 10. COURT APPROVAL

23 10.1. This Consent Judgment shall be submitted to the Court for entry by noticed motion,
24 or as otherwise required by the Court. If this Consent Judgment is not approved by the Court, it
25 shall be of no force or effect and may not be used by any Party for any purpose.

26 11. ENTIRE AGREEMENT

27 11.1. This Consent Judgment contains the sole and entire agreement and understanding of
28 the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
negotiations, commitments, and understandings related hereto. No representations, oral or
otherwise, express or implied, other than those contained herein have been made by any Party
hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be
deemed to exist or to bind any of the Parties.

///

///

1 11.2. This Consent Judgment is the result of mutual consultation and review, and no
2 ambiguity found herein shall be construed in favor of or against any Party based on which of the
3 Parties drafted any part or parts of this Consent Judgment.

4 12. EXECUTION IN COUNTERPARTS

5 12.1. This Consent Judgment may be executed in counterparts and by means of facsimile
6 transmission which, taken together, shall constitute one document.

7 IT IS SO ORDERED AND ADJUDGED:


8 DATED: _____

~~HON. GEOFFREY T. GLASS
JUDGE OF THE SUPERIOR COURT~~

10 IT IS SO STIPULATED:

11 DATED: 3-5-13

KAMALA D. HARRIS
ATTORNEY GENERAL
SALLY MAGNANI
SENIOR ASSISTANT ATTORNEY GENERAL
LAURA J. ZUCKERMAN
DEPUTY ATTORNEY GENERAL

15 BY: 
RAISSA S. LERNER
DEPUTY ATTORNEY GENERAL
ATTORNEYS FOR
PEOPLE OF THE STATE OF CALIFORNIA

18 DATED: 18 MARCH 2013

19 BY: 
DARRYL CLARK, President
ENSO PLASTICS, LLC

21 APPROVED:

23 DATED: _____

TATRO TEKOSKY SADWICK LLP

24 By: _____
STEVEN R. TEKOSKY, ESQ.
ATTORNEYS FOR
25 ENSO PLASTICS, LLC
26
27
28

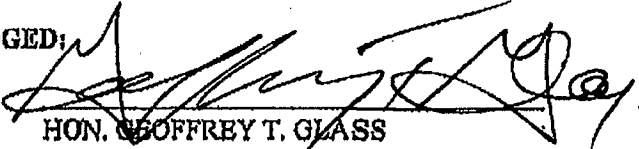
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6 transmission which, taken together, shall constitute one document.

7 **IT IS SO ORDERED AND ADJUDGED:**

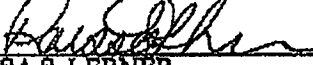
8 DATED: 3/25/13


HON. GEOFFREY T. GLASS
JUDGE OF THE SUPERIOR COURT

10 **IT IS SO STIPULATED:**

11 DATED: 3-5-13

KAMALA D. HARRIS
ATTORNEY GENERAL
SALLY MAGNANI
SENIOR ASSISTANT ATTORNEY GENERAL
LAURA J. ZUCKERMAN
DEPUTY ATTORNEY GENERAL

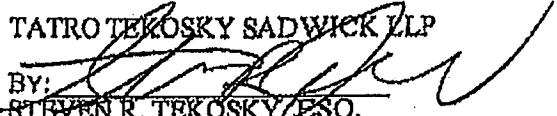
15 BY: 
RAISSA S. LERNER
DEPUTY ATTORNEY GENERAL
ATTORNEYS FOR
PEOPLE OF THE STATE OF CALIFORNIA

18 DATED: _____

19 BY: _____
DANNY CLARK, President
ENSO PLASTICS, LLC

21 APPROVED:

22 DATED: 3-19-13

TATRO TEKOSKY SADWICK LLP
24 BY: 
STEVEN R. TEKOSKY, ESQ.
ATTORNEYS FOR
ENSO PLASTICS, LLC

28

Exhibit A



ENSO Plastics

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Making Plastics Biodegradable

In an effort to help reduce the millions of tons of discarded plastics accumulating in our world's landfills, ENSO Plastics™ brings *biodegradable technology* to the *plastic packaging* industry. ENSO Plastics™ is dedicated to providing packaging solutions to customers seeking a *biodegradable* alternative.

ENSO accelerates the natural *biodegradation* of plastics in biologically active landfills and anaerobic digesters as validated by independent certified laboratories using ASTM International test methods (ASTM D5526 & ASTM D5511).

ENSO plastics are not *OXO biodegradable* or *PLA* (corn based) plastics. Traditional plastics made with ENSO biodegrade in anaerobic (landfill) environments, breaking down through natural action of biogases and heat humus leaving behind no harmful materials. Plastics utilizing ENSO are also fully *USCyclable* and can be mixed into existing recycling streams without resulting in contamination.

To learn more about how your company can improve the negative impact of traditional plastics check out our *Products* page or speak with one of our Sales Representatives. We would be happy to assist you.

*Independent 3rd party testing has shown up to 24.7% biodegradation within 180 days in optimized conditions. Actual rate of biodegradation will vary dependent upon environmental conditions and the biological activity of microorganisms surrounding the plastic.



Important California Notice

California law prohibits the sale of plastic packaging and plastic products that are labeled with the terms *biodegradable*, *degradable*, or *decomposable*, or any form of those terms, or that imply in any way that the item will break down, biodegrade or decompose in a landfill or other environment. These restrictions apply to all sales in or into the State of California, including such sales over the Internet.

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