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SUPERIOR COURT, STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

LOS ANGELES  
SUPERIOR COURT

AMERICAN ENVIRONMENTAL SAFETY  
INSTITUTE, a non-profit California corporation,

Plaintiff,

v.

THE PROCTER & GAMBLE DISTRIBUTING  
COMPANY, an Ohio corporation, et al.,

Defendants.

CASE NO. BC 334309

[Hon. Mary Thornton House]

**[PROPOSED] CONSENT JUDGMENT AS  
TO BURT'S BEES, INC., CHURCH &  
DWIGHT CO., COLGATE-PALMOLIVE  
COMPANY, GLAXOSMITHKLINE  
CONSUMER HEALTHCARE, LP, KISS MY  
FACE CORP., LACLEDE, INC., LEVLAD,  
INC., PERSONAL PRODUCTS COMPANY,  
A DIVISION OF McNEIL-PPC, INC.,  
ROWPAR PHARMACEUTICALS, AND  
TOM'S OF MAINE, INC. ONLY**

Complaint Filed: June 1, 2005  
Department: 17  
Trial Date: None

This Consent Judgment is entered into by and between the plaintiff American Environmental Safety Institute ("AESI"), on the one hand, and defendants Burt's Bees, Inc., a Delaware corporation, Church & Dwight Co., Inc., a Delaware corporation, Colgate-Palmolive Company, a Delaware corporation, GlaxoSmithKline Consumer Healthcare, LP, Kiss My Face Corp., a New York corporation, Laclede, Inc., a California corporation, Levlad, Inc., a Delaware corporation, Personal Products Company, a Division of McNeil-PPC, Inc., a New Jersey corporation ("McNeil-PPC"),

1 Rowpar Pharmaceuticals, an Arizona corporation, and Tom's of Maine, Inc., a Maine corporation,  
2 (collectively "Settling Defendants")<sup>1</sup>, on the other hand.

3 1. **Definitions.** As used in this Consent Judgment, the following definitions shall apply:

4 1.1. "**Toothpaste Products**" includes any toothpaste products previously (i.e., at any time  
5 up to or prior to the entry of this Consent Judgment) sold in California by a Settling Defendant or  
6 Pfizer Inc., whether or not such products continue to be sold, as well as all toothpaste products sold  
7 by a Settling Defendant in or into California in the future (i.e., at any time after entry of this Consent  
8 Judgment).

9 1.2. "**Lead**" means the chemical element lead (Pb) and lead compounds as defined in  
10 section 12000 of Title 22 of the California Code of Regulations.

11 1.3. "**Hydrated Silica**" is derived from a naturally-occurring mined material and is used as  
12 a gentle abrasive in the Toothpaste Products.

13 1.4. "**ppm**" means parts per million.

14 1.5. "**Party**" shall mean AESI, Burt's Bees, Inc., Church & Dwight Co., Inc., Colgate-  
15 Palmolive Company, GlaxoSmithKline Consumer Healthcare, LP, Kiss My Face Corp., Laclede,  
16 Inc., Levlad, Inc., McNeil-PPC, Rowpar Pharmaceuticals, and Tom's of Maine, Inc., and when used  
17 in the plural shall mean all of them.

18 1.6. "**Effective Date**" shall mean the date on which the Consent Judgment has been  
19 approved and entered as a Judgment by the Court and has become final and not further appealable.

20 2. **Background.**

21 2.1. AESI is a non-profit California corporation dedicated to investigating environmental  
22 and public health hazards affecting children and adults in their regular daily lives. AESI is based in  
23 Palo Alto, California, and was incorporated under the laws of the State of California in 1998. AESI  
24

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25  
26 <sup>1</sup> For purposes of Sections 1, 2, 5, 6, 7, and 9 only of this Consent Judgment, "Settling Defendants"  
27 and "Party(ies)" include both the Settling Defendants and Pfizer Inc., as well as all of their  
28 respective divisions, subdivisions, subsidiaries, affiliates, parents, merged entities, acquired  
entities, successors, predecessors, and assigns, both in their corporate capacities and with  
respect to their involvement with "Toothpaste Products" defined below in Paragraph 1.1.

1 is a "person" within the meaning of Health & Safety Code § 25249.11(a), and brought this  
2 enforcement action in the public interest pursuant to Health & Safety Code § 25249.7(d).

3       2.2. AESI served a 60-day "Notice of Violation" (the "Notice") on Settling Defendants.  
4 AESI served the Notice on June 2, 2005, pursuant to California Health and Safety Code section  
5 25249.7(d) and section 12903 of Title 22 of the California Code of Regulations.

6       2.3. The Notice alleged, among other things, that Settling Defendants were in violation of  
7 the Safe Drinking Water and Toxic Enforcement Act of 1986, Health and Safety Code sections  
8 25249.5 *et seq.* ("Proposition 65") for failing to warn purchasers of Toothpaste Products sold in  
9 California that the products allegedly expose users to Lead.

10       2.4. For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
11 jurisdiction over the allegations of the violations contained in the Notice, that venue is proper in the  
12 County of Los Angeles, and that this Court has jurisdiction to enter this Consent Judgment. No  
13 public prosecutor has commenced an action regarding the matters raised in the Notice.

14       2.5. Settling Defendants deny that any Toothpaste Products have been or are in violation of  
15 Proposition 65 or any other law, and further contend that all of their Toothpaste Products have been  
16 and are safe for use as directed. Settling Defendants, however, wish to resolve this matter without  
17 further litigation or cost.

18       2.6. The Parties enter into this Consent Judgment to settle claims alleged in the Notice and  
19 AESI's complaint (the "Complaint") in this action against the Settling Defendants, to avoid  
20 prolonged and costly litigation, and to promote the public interest. By executing and complying with  
21 this Consent Judgment, no party admits any facts or conclusions of law including, but not limited to,  
22 any facts or conclusions of law regarding any violations of Proposition 65, or any other statutory,  
23 common law or equitable claim or requirement relating to or arising from the Toothpaste Products.  
24 This Consent Judgment shall not be construed as an admission by Settling Defendants as to any of the  
25 allegations in the Notice and/or the Complaint.

26 **3. Injunctive Relief.**

27       **3.1. Actions as to Hydrated Silica.**

28

1 (a) Within 60 days of the Effective Date , Settling Defendants shall establish and  
2 thereafter maintain a Lead (Pb) specification of 4.5 parts per million ("ppm") for any Hydrated Silica  
3 to be used in Settling Defendants' Toothpaste Products that is obtained by a Settling Defendant 60  
4 days after its Lead specification is established.

5 (b) The 4.5 ppm Lead standard shall be demonstrated by each Settling Defendant's  
6 Hydrated Silica supplier using the following testing protocol:

7 (i) once every six months, if the supplier manufactured Hydrated Silica  
8 during such period, the Hydrated Silica supplier shall select five (5) randomly chosen  
9 grab samples from a lot of Hydrated Silica that is ready for shipment to the Settling  
10 Defendant, and the supplier shall test a composite of the 5 grab samples;

11 (ii) using a sample preparation method that permits recovery of at least that  
12 amount of Lead in the sample that is bioavailable to humans, test the prepared sample  
13 using Inductively Coupled Plasma/Mass Spectrometry ("ICP/MS") or Inductively  
14 Coupled Plasma/Optical Emission Spectrometry ("ICP/OES") laboratory equipment  
15 and protocols for Lead detection to demonstrate compliance with the 4.5 ppm  
16 specification for Lead in Hydrated Silica for use in toothpaste;

17 (iii) failure of this testing protocol shall require rejection by the supplier of  
18 the test lot, with written notice of that rejection provided to the Settling Defendant  
19 customer, and a re-review by the supplier of its methods then in use to meet the 4.5  
20 ppm Lead specification; and

21 (iv) In the event of the failure described in subsection 3.1(b)(iii), the test  
22 protocol set forth above must then be conducted on the next three lots of Hydrated  
23 Silica from that supplier in succession; if any of these three additional lots fails this  
24 test protocol, then the next five lots from that supplier must be tested, until all lots in a  
25 test group of five demonstrate compliance with the 4.5 ppm Lead specification.

26 (c) Because Hydrated Silica is derived from a mined substance, Settling  
27 Defendants cannot ensure that Hydrated Silica with a Lead specification of 4.5 ppm will be  
28 commercially feasible at all times. If Hydrated Silica with a Lead specification of 4.5 ppm becomes

1 commercially unfeasible, Settling Defendants will make every reasonable effort to use Hydrated  
2 Silica with the lowest level of Lead feasible from the Hydrated Silica suppliers able to meet Settling  
3 Defendants' quality and volume requirements. Any Party choosing to use Hydrated Silica that does  
4 not meet the Lead specification of 4.5 ppm shall provide prompt notice to AESI of that election.

5       **3.2. Feasibility.** The term "feasible" as used in this Consent Judgment means  
6 "reasonable" considering: (1) the availability and reliability of a supply to Settling Defendants of  
7 Hydrated Silica meeting a Lead specification not to exceed 4.5 ppm; (2) the cost to Settling  
8 Defendants of using such Hydrated Silica; (3) the performance characteristics, including, but not  
9 limited to, formulation compatibility, performance, safety, taste, efficacy and stability, of an  
10 ingredient in any Toothpaste Product or the Toothpaste Products as a whole; (4) the lawfulness of the  
11 alternative (for example, no such alternative can be allowed to render any Settling Defendants'  
12 Toothpaste Products unlawful under state or federal law); and (5) other reasonable considerations.  
13 Notwithstanding any other provision in this Consent Judgment, Settling Defendants shall be required  
14 to fulfill only those obligations respecting Lead in their Toothpaste Products that are feasible as  
15 described in this paragraph.

16       **3.3. Naturally Occurring Lead.** Any Lead remaining in Settling Defendants' Toothpaste  
17 Products after Settling Defendants have undertaken those actions required by Paragraphs 3.1 and 3.2,  
18 above, is deemed "naturally occurring" within the meaning of section 12501 of Title 22 of the  
19 California Code of Regulations.

20       **3.4. Confirmation of Compliance.** AESI, at its sole expense, shall have the right for three  
21 (3) years after the date of the entry of this Consent Judgment to request samples of the Hydrated  
22 Silica manufactured to the specification level of 4.5 ppm and perform independent testing of the  
23 material.

24       **3.5. Injunctive Relief Applies Only in California.** All of the foregoing injunctive relief  
25 shall apply only to Toothpaste Products sold for use within California.

26       **3.6. Full and Complete Compliance.** Compliance by a Settling Defendant with the terms  
27 of this Consent Judgment shall be deemed to constitute its full and complete compliance with  
28

1 Proposition 65 with respect to the provision of warnings for chemicals contained in or otherwise  
2 associated with its Toothpaste Products.

3 **4. Settlement Payments.**

4 4.1 In keeping with the concept of, but in lieu of, statutory penalties and/or restitution,  
5 under the statutes set forth in the Complaint, Settling Defendants shall collectively pay to the Trust  
6 Account of the Carrick Law Group, P.C. in immediately available funds the sum of \$375,000.00  
7 ("Settlement Proceeds") within five (5) days from the Effective Date. Carrick Law Group P.C. shall  
8 disburse these funds to AESI (a) to pay its attorneys' fees of \$180,000.00 pursuant to those parties'  
9 written contingent fee agreement; and (b) to further the remedial purposes established under  
10 Proposition 65 by providing funds for AESI's ongoing costs of monitoring compliance with this  
11 Consent Judgment, as well as for its future investigational and enforcement activities regarding toxic  
12 chemicals and Proposition 65, in a manner that is consistent with the private enforcement mechanism  
13 and funds allocation scheme established by Health & Safety Code §§ 25249.7(d) and 25249.12(d)  
14 and AESI's non-profit mission.

15 4.2 **Trust Account:** Settlement funds will be accepted by Gibson, Dunn & Crutcher  
16 within five (5) days of the entry of this Consent Judgment, to be placed in an interest bearing trust  
17 account, and to be disbursed as described above within five (5) days from the Effective Date.

18 4.3 **Attorney's Fees and Costs.** Each party shall bear its own attorneys' fees and costs.

19 **5. Termination of All Claims; Claims Covered and Released.**

20 5.1. This Consent Judgment includes the resolution of all claims asserted in the Notice and  
21 the Complaint, as well as all potential claims that were considered or could have been brought by  
22 AESI on behalf of the public interest and the general public regarding Lead in any Settling  
23 Defendants' Toothpaste Products. This Consent Judgment is a final and binding resolution between  
24 AESI, on behalf of the public interest and the general public, and Settling Defendants, of any and all  
25 alleged violations of Proposition 65 and any other statutory or common law claims that were or could  
26 have been asserted by AESI against Settling Defendants or purchasers or sellers of Settling  
27 Defendants' Toothpaste Products arising from or related to Lead in Settling Defendants' Toothpaste  
28 Products up through the date of entry of this Consent Judgment, including, but not limited to, any

1 claims for attorneys' fees and costs. AESI hereby releases Settling Defendants, their affiliated  
2 companies, officers, directors and employees and their suppliers, distributors, wholesales, and  
3 retailers from and against the claims described in this paragraph relating to Settling Defendants'  
4 Toothpaste Products; however, AESI expressly does not release any claims which AESI does not  
5 have the authority to release, including specifically and without limitation any personal injury claims  
6 (or claims directly related to personal injuries).

7 **5.2.** AESI hereby dismisses with prejudice AESI's complaint against Pfizer Inc.

8 **6. Covenant Not To Sue.** AESI and Settling Defendants agree that with regard to those matters  
9 that AESI has herein released and that are described above, neither AESI nor Settling Defendants will  
10 ever institute a lawsuit or administrative proceedings against any other Party, nor shall any Party  
11 assert any claim of any nature against any person or entity hereby released, with regard to any such  
12 matters which have been released.

13 **7. Application of Consent Judgment.** Paragraphs 5 and 6 of this Consent Judgment shall  
14 apply to, be binding upon, and inure to the benefit of, the Parties, their divisions, subdivisions,  
15 subsidiaries, affiliates, merged entities, acquired entities, successors, predecessors and assigns, and  
16 the directors, officers, employees, counsel, and agents of each of them, as applicable, and will inure  
17 to the benefit of the Parties' parent companies, and all of their suppliers, distributors, wholesalers,  
18 retailers and contract manufacturers, and all of their respective directors, officers, employees,  
19 counsel, and agents.

20 **8. Modification of Consent Judgment.**

21 **8.1.** This Consent Judgment may be modified or terminated upon written agreement of  
22 Settling Defendants and AESI, with approval of the Court, or upon noticed motion for good cause  
23 shown. The grounds for modification of this Consent Judgment include, but are not limited to, the  
24 infeasibility of obtaining or using Hydrated Silica with a lead specification of 4.5 ppm in Settling  
25 Defendants' Toothpaste Products as outlined in Paragraphs 3.1(b) and 3.2; provided that, in such case  
26 of infeasibility, Settling Defendants are permitted, but not required, to seek modification of this  
27 Consent Judgment. Any party seeking to modify this Consent Judgment must first give notice to  
28 each other Party in writing of any proposed modification of this Consent Judgment with the basis for

1 the proposed modification. The Parties shall meet and confer in good faith and attempt to reach  
2 agreement on proposed modification of the Consent Judgment. If a resolution is not reached within  
3 forty-five (45) days of the notice, the Party seeking modification may move the Court to modify this  
4 Consent Judgment.

5 8.2. The Parties agree that if AESI enters into a settlement agreement with another  
6 toothpaste manufacturer or distributor in the future that imposes injunctive relief that is less  
7 burdensome from the provisions contained in this Consent Judgment and the settlement agreement is  
8 entered as a Consent Judgment, Settling Defendants have the right to seek modification of the  
9 Consent Judgment pursuant to Paragraph 8.1 to allow Settling Defendants to modify this Consent  
10 Judgment to provide for the same injunctive relief imposed on the other toothpaste manufacturer or  
11 distributor.

12 9. **Publicity.** If any Party wants to make any public announcements to the press or otherwise  
13 about this Consent Judgment, that Party shall notify the other Parties reasonably in advance of any  
14 such announcement. Each Party shall have a right to review any proposed written public  
15 announcement by any other Party a reasonable amount of time in advance of such announcement  
16 being made public, but thereafter no Party may veto or stop any such announcement by any other.

17 10. **Governing Law.** This Consent Judgment shall be governed by, and construed in accordance  
18 with, the laws of the State of California, without regard to conflict of laws principles.

19 11. **Entire Agreement.** The Parties declare and represent that no promise, inducement or other  
20 agreement has been made conferring any benefit upon any party except those contained herein and  
21 that this Consent Judgment contains the entire agreement pertaining to the subject matter hereof.  
22 This Consent Judgment supersedes any prior or contemporaneous negotiations, representations,  
23 agreements and understandings of the Parties with respect to such matters, whether written or oral.  
24 Parol evidence shall be inadmissible to show agreement by, between, or among the Parties to any  
25 term or condition contrary to or in addition to the terms and conditions contained in this Consent  
26 Judgment. The Parties acknowledge that each has not relied on any promise, representation or  
27 warranty, expressed or implied, not contained in this Consent Judgment.

28

1 12. **Challenges.** Subject to their rights to apply for a modification of this Consent Judgment for  
2 good cause shown under Paragraph 8 hereof, the Parties agree that they, individually or collectively,  
3 will not seek to challenge or to have determined invalid, void or unenforceable any provision of this  
4 Consent Judgment or this Consent Judgment itself. The Parties understand that this Consent  
5 Judgment contains the relinquishment of legal rights and each Party has, as each has deemed  
6 appropriate, sought the advice of legal counsel, which each of the Parties has encouraged the other to  
7 seek. Further, no Party has reposed trust or confidence in any other Party so as to create a fiduciary,  
8 agency, or confidential relationship.

9 13. **Construction.** This Consent Judgment has been jointly negotiated and drafted. The language  
10 of this Consent Judgment shall be construed as a whole according to its fair meaning and not strictly  
11 for or against any Party.

12 14. **Authority to Stipulate to Consent Judgment.** Each signatory to this Consent Judgment  
13 represents and warrants that the signatory has all requisite authorization, power, and legal right  
14 necessary to execute and deliver this Consent Judgment and to perform and carry out the transactions  
15 contemplated by this Consent Judgment. No other or further authorization or approval from any  
16 person will be required for the validity and enforceability of the provisions of this Consent Judgment.

17 15. **Cooperation and Further Assurances.** The Parties hereby will execute such other  
18 documents and take such other actions as may be necessary to further the purposes and fulfill the  
19 terms of this Consent Judgment.

20 16. **Counterparts.** This Consent Judgment may be executed in counterparts and has the same  
21 force and effect as if all the signatures were obtained in one document.

22 17. **Notices.**

23 17.1 All correspondence and notices required by this Consent Judgment to AESI shall be  
24 sent to:

25 Roger Lane Carrick  
26 The Carrick Law Group, P.C.  
27 350 S. Grand Avenue, Suite 2930  
28 Los Angeles, CA 90071-3406  
Tel: (213) 346-7930  
Fax: (213) 346-7931  
E-mail: roger@carricklawgroup.com

1           17.2 All correspondence and notices required by this Consent Judgment to Settling  
2 Defendants shall be sent to each Settling Defendant as follows:

3  
4           BURT'S BEES, INC.

5           Grady L. Shields  
6           Wyrick Robbins Yates & Ponton LLP  
7           4101 Lake Boone Trail  
8           Suite 300  
9           Raleigh, NC 27607  
10          Phone: 919/781-4000  
11          Fax: 919/781-4865  
12          E-mail: gshields@wyrick.com

13          CHURCH & DWIGHT CO., INC.

14          Ronald Caiazza  
15          469 North Harrison St.  
16          Princeton, NJ 08543  
17          Phone: (609) 279-7301  
18          E-mail: ronaldcaiazza@churchdwright.com

With a copy to:

19          Charles C. Ivie  
20          Gibson, Dunn & Crutcher, LLP  
21          333 South Grand Avenue,  
22          Suite 4962  
23          Los Angeles, CA 90071-3197.  
24          Phone: (213) 229-7412|  
25          Fax: (213) 229-6412  
26          E-mail: civie@gibsondunn.com

27          COLGATE-PALMOLIVE COMPANY

28          Clifford Wilkins  
29          300 Park Avenue,  
30          New York, NY 10022  
31          Phone: (212) 310-3749  
32          E-mail: clifford\_wilkins@colpal.com

With a copy to:

33          Charles C. Ivie  
34          Gibson, Dunn & Crutcher, LLP  
35          333 South Grand Avenue,  
36          Suite 4962  
37          Los Angeles, CA 90071-3197.  
38          Phone: (213) 229-7412|  
39          Fax: (213) 229-6412  
40          E-mail: civie@gibsondunn.com

41          GLAXOSMITHKLINE CONSUMER  
42          HEALTHCARE, LP

43          Linda Schneider, Esq.  
44          Assistant General Counsel  
45          GlaxoSmithKline Consumer Healthcare LP  
46          Consumer Healthcare  
47          P.O. Box 1467  
48          Pittsburgh, PA 15230

With a copy to:

49          John (Jack) Dittoe  
50          Reed Smith LLP  
51          1999 Harrison Street  
52          Suite 2400  
53          Oakland CA 94612-3572  
54          Phone: 510/466-6712  
55          Fax: 510/273-8832  
56          E-mail: JDittoe@ReedSmith.com

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KISS MY FACE CORP.

Robert MacLeod, President  
Kiss My Face Corp.  
P.O. Box 224  
Main Street  
Gardiner, NY 12525

With a copy to:

Jim Silbert  
Silbert & Hiller  
1500 Broadway, Suite 2100  
New York, NY 10036  
Phone: 212/245-0808  
Fax: 212/245-2630  
E-mail: jsilbert@shsilp.com

And

J. Garrett Kendrick  
Kendrick & Nutley  
1055 East Colorado, Blvd. 5th  
Floor  
Pasadena, CA 91106

LACLEDE, INC.

Michael Pellico  
Laclede, Inc.,  
2103 East University Drive  
Rancho Dominguez, CA 90220

With a copy to:

Courtney C. Hill  
Theodora, Oringer, Miller &  
Richman P.C.  
2029 Century Park East  
Sixth Floor  
Los Angeles, CA 90067-2907  
Phone: 310/788-3515  
Fax: 310/551-0283  
E-mail: chill@tocounsel.com

LEVLAD, INC.

L. Geoffrey Greulich  
Levlad, Inc.  
9200 Mason Avenue  
Chatsworth, CA 91311

With a copy to:

Amy J. Laurendeau  
O'Melveny & Myers LLP  
610 Newport Center Drive  
Suite 1700  
Newport Beach, CA 92660  
Phone: 949/823-7926  
Fax: 949/823-6994  
E-mail: alaurendeau@omm.com

MCNEIL-PPC

Harmon Avery Grossman  
Assistant General Counsel  
Johnson & Johnson  
1 Johnson & Johnson Plaza  
New Brunswick, NJ 08933

With a copy to:

David Sadwick  
Tatro Tekosky Sadwick LLP  
333 S. Grand Avenue, Suite 4270  
Los Angeles, California 90071  
Telephone: 213.225.7171  
Facsimile: 213.225.7151  
Email:  
davidsadwick@ttsmlaw.com

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ROWPAR PHARMACEUTICALS

Dr. James L. Ratcliff  
Rowpar Pharmaceuticals, Inc.  
16100 N. Greenway Hayden Loop F-400  
Scottsdale, AZ 85260

With a copy to:

Stuart I. Block  
Cox, Castle & Nicholson LLP  
555 Montgomery Street, Suite  
1500  
San Francisco, CA 94111  
Phone: 415/262-5105  
Fax: 415/392-4250  
Email: sblock@coxcastle.com

TOM'S OF MAINE, INC.

Tom's of Maine, Inc.  
Attention: President  
302 Lafayette Center  
Kennebunk, ME 04043

With a copy to:

Kenneth F. Gray  
Pierce Atwood LLP  
One Monument Square  
Portland, ME 04101  
Phone: (207) 791-1212  
Fax: (207) 791-1350/  
E-mail:kgray@pierceanwood.com

18. **Motion for Approval of Consent Judgment.** Following the execution of this Consent Judgment by the Parties, counsel for AESI shall promptly prepare and submit to the Court a motion seeking the Court's approval of this Consent Judgment.

19. **Entry of Stipulation For Entry of Consent Judgment Required.** This Consent Judgment shall be null and void, and without any force or effect, unless fully approved as required by law and entered by the Court. If the Court does not enter this Consent Judgment, the execution thereof by Settling Defendants or AESI shall not be construed as an admission by Settling Defendants or AESI of any fact, issue of law or violation of law.

20. **Jurisdiction.** This Court shall retain jurisdiction of this matter to implement this Consent Judgment.

21. **Compliance with Reporting Requirements.** AESI shall comply with the reporting form requirements referred to in Health and Safety Code section 25249.7(f) and established in Title 11 of the California Code of Regulations sections 3000-3008. Copies of all such reports shall be supplied to Settling Defendants as provided in Paragraph 17.2.

22. **Non-Interference in Settlement Approval Process.** The Parties will cooperate, as well as use their respective best efforts, to secure the Attorney General's approval of this Consent Judgment, and not to seek his disapproval of any portion of this Consent Judgment.

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**IT IS SO STIPULATED:**

DATED: 10/16/07

AMERICAN ENVIRONMENTAL SAFETY  
INSTITUTE, a non-profit California corporation

By: *Della Sura*

Its: President

DATED: \_\_\_\_\_

BURT'S BEES, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

DATED: \_\_\_\_\_

CHURCH & DWIGHT CO., INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

DATED: \_\_\_\_\_

COLGATE-PALMOLIVE COMPANY

By: \_\_\_\_\_

Its: \_\_\_\_\_

DATED: \_\_\_\_\_

GLAXOSMITHKLINE CONSUMER HEALTHCARE  
LP

By: \_\_\_\_\_

Its: \_\_\_\_\_

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**IT IS SO STIPULATED:**

DATED: \_\_\_\_\_

AMERICAN ENVIRONMENTAL SAFETY  
INSTITUTE, a non-profit California corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

DATED: October 16, 2007

BURT'S BEES, INC.

By: [Signature]

Its: EVP + CFO

DATED: \_\_\_\_\_

CHURCH & DWIGHT CO., INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

DATED: \_\_\_\_\_

COLGATE-PALMOLIVE COMPANY

By: \_\_\_\_\_

Its: \_\_\_\_\_

DATED: \_\_\_\_\_

GLAXOSMITHKLINE CONSUMER HEALTHCARE  
LP

By: \_\_\_\_\_

Its: \_\_\_\_\_

1 21. **Compliance with Reporting Requirements.** AESI shall comply with the reporting form  
2 requirements referred to in Health and Safety Code section 25249.7(f) and established in Title 11 of  
3 the California Code of Regulations sections 3000-3008. Copies of all such reports shall be supplied  
4 to Settling Defendants as provided in Paragraph 17.2.

5 22. **Non-Interference in Settlement Approval Process.** The Parties will cooperate, as well as  
6 use their respective best efforts, to secure the Attorney General's approval of this Consent Judgment,  
7 and not to seek his disapproval of any portion of this Consent Judgment.  
8

9 **IT IS SO STIPULATED:**

10 DATED: \_\_\_\_\_ AMERICAN ENVIRONMENTAL SAFETY  
11 INSTITUTE, a non-profit California corporation

12  
13 By: \_\_\_\_\_

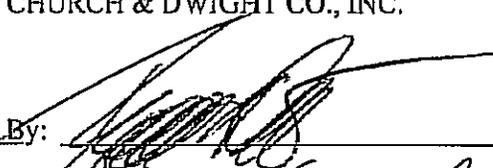
14 Its: \_\_\_\_\_

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16 DATED: \_\_\_\_\_ BURT'S BEES, INC.

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18 By: \_\_\_\_\_

19 Its: \_\_\_\_\_

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21 DATED: October 18, 2007 CHURCH & DWIGHT CO., INC.

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23 By:  \_\_\_\_\_

24 Its: ASSOCIATE GENERAL COUNSEL

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**IT IS SO STIPULATED:**

DATED: \_\_\_\_\_

AMERICAN ENVIRONMENTAL SAFETY  
INSTITUTE, a non-profit California corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

DATED: \_\_\_\_\_

BURT'S BEES, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

DATED: \_\_\_\_\_

CHURCH & DWIGHT CO., INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

DATED: 10/19/2007

COLGATE-PALMOLIVE COMPANY

By: 

Its: VICE PRESIDENT - GLOBAL  
PROCUREMENT

DATED: \_\_\_\_\_

GLAXOSMITHKLINE CONSUMER HEALTHCARE  
LP

By: \_\_\_\_\_

Its: \_\_\_\_\_

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**IT IS SO STIPULATED:**

DATED: \_\_\_\_\_

AMERICAN ENVIRONMENTAL SAFETY  
INSTITUTE, a non-profit California corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

DATED: \_\_\_\_\_

BURT'S BEES, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

DATED: \_\_\_\_\_

CHURCH & DWIGHT CO., INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

DATED: \_\_\_\_\_

COLGATE-PALMOLIVE COMPANY

By: \_\_\_\_\_

Its: \_\_\_\_\_

DATED: October 19, 2007

GLAXOSMITHKLINE CONSUMER HEALTHCARE  
LP

By: John E. Dittus

Its: counsel

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DATED: 10/18/07

KISS MY FACE CORP.

By: *Robert M*

Its: PRESIDENT

DATED: \_\_\_\_\_

LACLEDE, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

DATED: \_\_\_\_\_

LEVLAD, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

DATED: \_\_\_\_\_

MCNEIL-PPC

By: \_\_\_\_\_

Its: \_\_\_\_\_

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DATED: \_\_\_\_\_

KISS MY FACE CORP.

By: \_\_\_\_\_

Its: \_\_\_\_\_

DATED: 10/18/07

LACLEDE, INC.

By: Michael A. Bellin

Its: President

DATED: \_\_\_\_\_

LEVLAD, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

DATED: \_\_\_\_\_

MCNEIL-PPC

By: \_\_\_\_\_

Its: \_\_\_\_\_

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DATED: \_\_\_\_\_

KISS MY FACE CORP

By: \_\_\_\_\_

Its: \_\_\_\_\_

DATED: \_\_\_\_\_

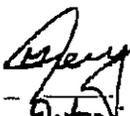
LACLEDE, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

DATED: 10/18/07

LEVLAD, INC.

By:  MARK LEVY.

Its: Interim CEO

DATED: \_\_\_\_\_

MCNEIL-PPC

By: \_\_\_\_\_

Its: \_\_\_\_\_

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DATED: \_\_\_\_\_

KISS MY FACE CORP.

By: \_\_\_\_\_

Its: \_\_\_\_\_

DATED: \_\_\_\_\_

LACLEDE, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

DATED: \_\_\_\_\_

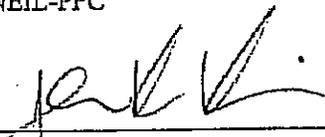
LEVLAD, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

DATED: \_\_\_\_\_

MCNEIL-PPC

By:  \_\_\_\_\_

Its: Assistant Secretary

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DATED: 10/16/2007

ROWPAR PHARMACEUTICALS

By:   
Its: CHAIRMAN and CEO

DATED: \_\_\_\_\_

TOM'S OF MAINE, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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DATED: \_\_\_\_\_

ROWPAR PHARMACEUTICALS

By: \_\_\_\_\_

Its: \_\_\_\_\_

DATED: 13 October 2007

TOM'S OF MAINE, INC.

By: William McGonigle

Its: Chief Financial Officer

**THE COURT HEREBY FINDS:**

1  
2           1.     In light of the findings below, and based upon the Court's review of the proposed  
3 Consent Judgment executed by the Plaintiff and Settling Defendants, and the papers filed in support  
4 of this Motion to Enter the proposed Consent Judgment, and in a manner consistent with Code of  
5 Civil Procedure § 664.6, the Court finds that this settlement agreement is just, and serves and will  
6 serve the public interest, as follows:

7           2.     Because no warnings are required by the foregoing stipulated Consent Judgment, this  
8 Court does not have to make any finding regarding compliance with warnings under the provisions of  
9 Health & Safety Code §§ 25249.5-25249.13.

10          3.     The Parties' agreement that no civil penalties are warranted is in accord with the  
11 criteria set forth in Health & Safety Code §§ 25249.7(b)(2) and 25249.7(f)(4)(C), in that payments as  
12 set forth in section 4 of the Consent Judgment totaling \$375,000.00, in lieu of such penalties, to  
13 Plaintiff (a) to pay its attorneys' fees of \$180,000.00, and (b) to further the remedial purposes  
14 established under Proposition 65 by providing funds for Plaintiff's ongoing costs of monitoring  
15 compliance with this Consent Judgment, as well as for its future investigational and enforcement  
16 activities regarding toxic chemicals and Proposition 65, are consistent with the private enforcement  
17 mechanism and funds allocation scheme established by Health & Safety Code §§ 25249.7(d) and  
18 25249.12(d) and AESI's non-profit mission.

19          4.     Pursuant to Health & Safety Code §25249.7(f)(4)(B) and Code of Civil Procedure  
20 §1033.5, the Court finds that the Consent Judgment's contractual provision at section 4 for the  
21 Plaintiff to pay, pursuant to its written contingent fee agreement, its attorneys' fees of \$180,000.00  
22 from the financial relief set forth in section 4 of the Consent Judgment, as well as the amount of these  
23 fees and costs, are reasonable under California law.

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5. In light of the findings made above, and based upon the Court's review of the proposed stipulated Consent Judgment executed among the Parties, the Court finds that this Consent Judgment is just, and serves and will serve the public interest.

**IT IS SO ORDERED, ADJUDGED, AND DECREED.**

DATED: NOV 09 2007

Mary Thornton House  
HON. MARY THORNTON HOUSE  
JUDGE OF THE SUPERIOR COURT

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10/15/07 4:02 p.m.