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SEP 17 2007

LOS ANGELES
SUPERIOR COURT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

KATHERINE LEE BUCKLAND, *et al.*,

Plaintiffs,

v.

THRESHOLD ENTERPRISES, LTD., *et al.*

Defendants.

Case No. BC344046
[Hon. Robert L. Hess]

**SETTLEMENT AGREEMENT
BETWEEN DEFENDANT
SUPERNUTRITION LIFE-
EXTENSION RESEARCH, INC., D/B/A
SUPERNUTRITION AND
PLAINTIFFS**

Complaint Filed: December 7, 2005
Location: Dept. 24, Room 314

This settlement agreement is entered into by and between Katherine Lee Buckland ("Ms. Buckland"), the California Women's Law Center ("CWLC" – collectively with Ms. Buckland, "Plaintiffs"), and defendant Supernutrition Life-Extension Research, Inc. d/b/a Supernutrition (hereinafter "Defendant"). Plaintiffs and Defendant may be collectively referred to herein as "Parties."

1. **Definitions.** As used in this Settlement agreement, the following definitions shall apply:

1.1 "Regulated Chemicals" are: Progesterone, Medroxyprogesterone acetate, Testosterone and its esters, Methyltestosterone, Testosterone cypionate, and/or Testosterone enanthate as an ingredient. Each Regulated Chemical is a chemical listed pursuant to California Health & Safety Code § 25249.5 et seq.

1 **1.2** “Products” are consumer creams, gels and/or lotion products containing as an
2 ingredient one or more of the Regulated Chemicals. “Products” shall also include any future
3 Products that are manufactured by or on behalf of Defendant for sale to consumers in California
4 under any product name or brand, whether a current or new name and/or brand.

5 **1.3** Plaintiff and Defendant will be referred to collectively as the “Parties” or
6 individually as a “Party.”

7 **2. Background.**

8 **2.1** Ms. Buckland is the Executive Director of the California Women’s Law Center
9 (“CWLC”), a non-profit California corporation. California Women’s Law Center is a California
10 public benefit corporation. CWLC is based in Los Angeles, and was incorporated under the
11 laws of the State of California in 1989.

12 **2.2** For purposes of this Settlement agreement only, Ms. Buckland is a “consumer”
13 within the meaning of the California Consumer Legal Remedies Act (“CLRA”), California Civil
14 Code (“Civil Code”) § 1761(d). Ms. Buckland is also a “person” within the meaning of
15 California Business and Professions (“B&P”) Code §§ 17201, 17204 and 17506. She brought
16 and settles this lawsuit on her own behalf and, to the fullest extent permitted by law, on behalf of
17 the general public. CWLC is a “person” within the meaning of Health & Safety Code
18 §§ 25249.7(d) and 25249.11(a). CWLC brings its Proposition 65 cause of action in the public
19 interest.

20 **2.3** Defendant is a California corporation with its principal place of business and/or
21 headquarters located at 100 Santa Rosa Avenue, Pacifica, Ca 94044. In the past, defendant
22 directly or indirectly sold to California consumers Products, some of which Plaintiffs allege
23 contain a chemical or chemicals listed by the State of California as known to cause cancer and/or
24 reproductive toxicity pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986,
25 California Health and Safety Code § 25249.5 et seq. (“Proposition 65”); Title 22, California
26 Code of Regulations § 12000 et seq.

27 **2.4** On or about July 28, 2005, CWLC served Defendant and each of the appropriate
28 public enforcement agencies with a “60-Day Notice” that provided Defendant and the public

1 enforcement agencies with a notice alleging that Defendant was in violation of Proposition 65
2 for failing to warn the purchasers of, and individuals using, the Products that the use of the
3 Products exposes them to Regulated Chemicals. Defendant stipulates for the purpose of this
4 settlement agreement that the 60-Day Notice sent to it is adequate to comply with Title 22,
5 California Code of Regulations § 12903. None of the public enforcement agencies has
6 commenced and begun diligently prosecuting an action against Defendant for such alleged
7 violations.

8 2.5 On or about October 5, 2005, Ms. Buckland, pursuant to Civil Code § 1782 served
9 Defendant with a notice letter (the "CLRA Notice" – collectively with the 60-Day Notice,
10 "Notices") via certified mail, return receipt requested.

11 2.6 On December 7, 2005, Ms. Buckland and CWLC filed their initial complaint
12 entitled *Buckland, et al. v. Threshold Enterprises, Ltd., et al.*, No. BC344046, in the Los Angeles
13 County Superior Court. On January 24, 2006, Plaintiffs filed their First Amended First
14 Amended. Ms. Buckland alleged violations of the CLRA, Business & Professions Code
15 §§ 17200 *et seq.* and 17500 *et seq.*, and Civil Code §§ 1709 and 1710, against Defendant.
16 Ms. Buckland alleged no claim, directly or indirectly, pursuant to Proposition 65 (Health &
17 Safety Code § 25249.5 *et seq.*) in the First Amended Complaint. CWLC alleged violations of
18 Proposition 65 (Health & Safety Code § 25249.5 *et seq.*) in the First Amended Complaint
19 against Defendant. On August 21, 2006, Ms. Buckland filed a Supplemental Complaint. On
20 November 6, 2006, CWLC filed a Second Amended Complaint and Ms. Buckland filed a First
21 Amended Supplemental Complaint (collectively "Complaints").

22 2.7 For purposes of this settlement agreement only, the Parties stipulate that this Court
23 has jurisdiction over the allegations of the operative complaint, and personal jurisdiction over
24 Defendant, that venue is proper in the County of Los Angeles; and that this Court has
25 jurisdiction to approve this settlement agreement.

26 2.8 Defendant denies that the Products have been or are in violation of any law, and
27 further contends that all Products have been and are safe for use as directed. However, the
28

1 Parties desire to resolve this matter (including the Notices, Complaints and all related matters)
2 without further litigation or cost.

3 **2.9** The Parties enter into this settlement agreement to settle certain disputed claims as
4 alleged in the Notice and the Complaints, to avoid prolonged and costly litigation, and to
5 promote the public interest. By executing and complying with this settlement agreement, no
6 Party admits any facts or conclusions of law including, but not limited to, any facts or
7 conclusions of law regarding any violations of the California Legal Remedies Act (Civil Code
8 § 1750 *et seq.*), the Unlawful Competition Law (B&P Code § 17200 *et seq.*), the False
9 Advertising Law (B&P Code § 17500 *et seq.*), Civil Code §§ 1709 and 1710, Proposition 65
10 (Health & Safety Code § 25249.5 *et seq.*) or any other statutory, common law or equitable claim
11 or requirement relating to or arising from Defendant's Products. This settlement agreement shall
12 not be construed as an admission by Defendant as to any of the allegations in the 60-Day Notice,
13 the CLRA Notice or the Complaints.

14 **3. Agreement to Label**

15 **3.1 Future Product Sales Require a Warning.**

16 Pursuant to Civil Code § 1782(d), and B&P Code §§ 17203 and 17535, and Health &
17 Safety Code § 25249.7(a), the sale of a Product containing a Regulated Chemical by Defendant
18 to consumers in California shall be accompanied by a warning. This warning shall be provided
19 both by (a) product labeling pursuant to Paragraph 3.1.1; and (b) warnings for any mail order
20 and Internet sales pursuant to Paragraph 3.1.2.

21 **3.1.1 Product Label Warnings**

22 At the earliest such time when, in the ordinary course of business, new labels for the
23 Products are printed on or after June 30, 2007, Defendant shall include, for each Product which
24 contains a Regulated Chemical: on the label of each of its Products containing a Regulated
25 Chemical that it manufactures and ships for sale into California, (in the same type size as the
26 surrounding, non-heading text), the following warning, including the specific name or names of
27 the Regulated Chemicals where shown:

28 ///

1 **“WARNING:** This product contains [Progesterone,
2 Medroxyprogesterone acetate, Testosterone and its esters,
3 Methyltestosterone, Testosterone cypionate, and/or Testosterone
4 enantate], a chemical(s) known to the State of California to cause
5 cancer. Consult with your physician before using this product.”

6 **3.1.2 Additional Warnings for Mail Order or Internet Sales**

7 If Defendant sells a Product containing a Regulated Chemical by mail order or over the
8 Internet to a purchaser in the State of California on or after the date that is 90 days after the entry
9 of this settlement agreement by the court, the following additional requirements shall apply:

10 (1) For such mail order sales, the warning language required under this settlement
11 agreement at paragraph 3.1.1 shall be included in the mail order catalogue, either on the same
12 page as any order form, or on the same page(s) upon which the Product’s price is listed, in the
13 same type size as the surrounding, non-heading text.

14 (2) For such Internet sales, the warning language required under this settlement
15 agreement at paragraph 3.1.1 shall be displayed (in the same type size as the surrounding, non-
16 heading text) in one or more of the following ways: (a) on the same page upon which the
17 Product is displayed or referenced; (b) on the same page as any order form for any Product;
18 (c) on the same page as the price for the Product is displayed; (d) on one or more pages
19 displayed to a purchaser over the Internet or via electronic mail during the checkout and order
20 confirmation process for sale of a Product; or (e) in any manner such that it is likely to be read
21 and understood by an ordinary individual under customary business conditions prior to the
22 purchase of the Product.

23 3.2 Pursuant to Civil Code § 1782(d) and B&P Code §§ 17203 and 17535, and Health
24 & Safety Code § 25249.7(a), and effective when, in the ordinary course of business, new labels
25 and advertising, marketing, mail order catalog or Internet-based descriptions of each of its
26 respective Products containing a Regulated Chemical are printed or posted electronically on or
27 after June 30, 2007, Defendant agrees to remove any “therapeutic” claims (as that term is used
28 by the U.S. Food and Drug Administration under Title 21 United States Code § 321(g) and Title

1 21 Code of Federal Regulation, Part 310.530, Over-The-Counter Topically Applied Hormone
2 Drug Products) made by Defendant for any of its respective Products.

3 **4. Financial Settlement and Attorneys' Fee Payments.**

4 4.1 In lieu of damages or penalties, Defendant shall pay to the CWLC the sum of
5 \$25,000.00 ("Settlement Amount"), and shall make that payment to the Client Trust Account of
6 the Carrick Law Group P.C., by wire transfer, certified or bank check in immediately available
7 funds. This Settlement Amount shall be due and payable within five (5) calendar days after the
8 date of Court approval of this settlement agreement. This Settlement Amount shall be disbursed
9 promptly thereafter by the Carrick Law Group P.C. to the CWLC.

10 **5. Claims Covered and Released.**

11 This settlement agreement includes the resolution of all actual and potential claims that
12 were considered or could have been brought by Plaintiffs regarding the Regulated Chemical(s)
13 in Defendant's Products. This settlement agreement is a final and binding resolution between
14 Plaintiffs and all persons and entities whom they claim to represent in this litigation, and
15 Defendant, of any and all alleged violations of the CLRA, the Unfair Competition Law, the False
16 Advertising Law, Civil Code §§ 1709 and 1710, Proposition 65, or any other law that was or
17 could have been asserted by Plaintiffs arising from or related to Defendant's Products up through
18 the date of approval of this settlement agreement, including, but not limited to any claims for
19 attorneys' fees and costs (collectively "Claims"). Plaintiffs hereby release the Defendant
20 Releasees (as defined below) and waive all rights to institute or participate in, directly or
21 indirectly, any form of legal action seeking any form of relief (whether injunctive,
22 compensatory, punitive, or otherwise) arising from the Claims against Defendant, its officers,
23 directors, employees, agents, attorneys, consultants, representatives, shareholders, parents,
24 subsidiaries, affiliates, divisions, predecessors, successors, subdivisions, downstream
25 distributors, downstream retailers, downstream customers, and upstream suppliers of the raw
26 materials used in the Products (the "Defendant Releasees"); however, Plaintiffs cannot and
27 expressly do not release any other claims, including specifically and without limitation any
28 personal injury or directly related claims, that could be brought by any other individual or

1 organization. Defendant hereby releases each Plaintiff from and against any claims arising out
2 of each Plaintiff's notices and their filing or prosecution of this action. Each Party respectively
3 waives any right to appeal or other review of this settlement agreement, except as expressly
4 provided in this settlement agreement, and Plaintiff Buckland expressly agrees that she will
5 dismiss the pending appeal as to the Defendant, to the extent necessary, which was initiated by
6 notice of appeal filed on August 17, 2006.

7 **6. Covenant Not To Sue.** The Parties covenant and agree that with regard to those matters
8 that the Parties have herein released and that are described above, neither Plaintiffs nor
9 Defendant will ever institute a lawsuit or administrative proceedings against the other, nor shall
10 Plaintiffs or Defendant assert any claim of any nature against any person or entity hereby
11 released with regard to any such matters which have been released. However, nothing in this
12 paragraph shall be interpreted to preclude enforcement of this settlement agreement pursuant to
13 paragraph 7 below.

14 **7. Enforcement of Settlement Agreement.** Any Party may initiate litigation to enforce
15 this settlement agreement and may seek any and all remedies available under the law, including
16 but not limited to preliminary and permanent injunctive relief and damages. To enforce this
17 settlement agreement, any Party must first give written notice of any violation of this settlement
18 agreement alleged to have occurred to the Party alleged to be in violation. The Parties shall meet
19 and confer in good faith and attempt to resolve the alleged violation. If a resolution is not
20 reached within thirty (30) days of the date of the notice, the aggrieved Party may proceed to
21 enforce the terms of this settlement agreement. The prevailing Party in any proceeding brought
22 to enforce this Settlement agreement shall be entitled to recover from the other Party the
23 prevailing Party's reasonable attorneys' fees and costs incurred in the investigation and
24 prosecution of such an enforcement proceeding.

25 **8. Application of Settlement Agreement.** The terms of this agreement shall apply to, be
26 binding upon and inure to the benefit of the Parties, Ms. Buckland and the CWLC, their
27 divisions, subdivisions, subsidiaries, affiliates, successors, predecessors and assigns, and the
28 directors, officers, employees, legal counsel, and agents of each of them, as applicable, and will

1 inure to the benefit of the Parties' parent companies, all suppliers, distributors, wholesalers,
2 retailers and contract manufacturers, and all of their respective directors, officers, employees,
3 legal counsel, and agents.

4 **9. Modification/Termination of Settlement Agreement.** This settlement agreement may
5 be modified or terminated upon written agreement of Defendant and Plaintiffs, with approval of
6 the Court, or upon noticed motion for good cause shown. However, the Parties shall meet and
7 confer in good faith and attempt to mutually agree upon any modification prior to the filing of
8 any motion. The Parties acknowledge that new toxicological information or exposure
9 assessments concerning hazardous substances and testing methodologies are continuously
10 becoming available, and that statutory and regulatory standards applicable to the Products may
11 evolve in the future, either of which may establish good cause for modification of this settlement
12 agreement. The burden of proof in any such motion shall be on the moving party to establish
13 such good cause. The prevailing Party in any such motion shall be entitled to recover from the
14 other Party the prevailing Party's reasonable attorneys' fees and costs incurred in the preparation
15 and prosecution of such a motion.

16 **10. Governing Law.** This settlement agreement shall be governed by, and construed in
17 accordance with, the laws of the State of California.

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

1 into the financial terms of this settlement agreement, which declaration may be used solely as
2 evidence in any future enforcement proceeding brought pursuant to Paragraph 7 above.

3 **12. Challenges.** Subject to their rights to apply for a modification of this settlement
4 agreement for good cause shown under Paragraph 9 hereof, the Parties agree that they,
5 individually or collectively, will not seek to challenge or to have determined invalid, void or
6 unenforceable any provision of this settlement agreement or this settlement agreement itself.

7 The Parties understand that this settlement agreement contains the relinquishment of legal rights
8 and each Party has, as each has deemed appropriate, sought the advice of legal counsel, which
9 each of the Parties has encouraged the other to seek. Further, no Party has reposed trust or
10 confidence in any other Party so as to create a fiduciary, agency or confidential relationship.

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

14 **14. Authority to Stipulate to Settlement Agreement.** Each signatory to this settlement
15 agreement represents and warrants that each signatory has all requisite power, authority and
16 legal right necessary to execute and deliver this settlement agreement and to perform and carry
17 out the transactions contemplated by this settlement agreement. Each signatory to this
18 settlement agreement represents that each has been duly authorized to execute this settlement
19 agreement. No other or further authorization or approval from any person will be required for
20 the validity and enforceability of the provisions of this settlement agreement, except entry by the
21 Court.

22 **15. Cooperation and Further Assurances.** The Parties will execute such other documents
23 and take such other actions as may be necessary to further the purposes and fulfill the terms of
24 this settlement agreement.

25 **16. Counterparts.** This settlement agreement may be executed in counterparts and has the
26 same force and effect as if all the signatures were obtained in one document.

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28 **17. Notices.**

1 17.1 All correspondence and notices required by this settlement agreement to
2 Ms. Buckland shall be sent to:

3 Katherine Lee Buckland, Esq.
4 California Women's Law Center
5 6300 Wilshire Boulevard, Suite 980
6 Los Angeles, CA 90048
7 Tel: (323) 951-1041
8 Fax: (323) 951-9870
9 E-mail: katie.buckland@cwlc.org

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

9 17.2 All correspondence and notices required by this settlement agreement to CWLC
10 shall be sent to:

11 Katherine Lee Buckland
12 Executive Director
13 California Women's Law Center
14 6300 Wilshire Boulevard, Suite 980
15 Los Angeles, CA 90048
16 Tel: (323) 951-1041
17 Fax: (323) 951-9870
18 E-mail: katie.buckland@cwlc.org

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

17 17.3 All correspondence and notices required by this settlement agreement to
18 Defendant shall be sent to Defendant as follows:

19 Patrick Mooney
20 SuperNutrition Life-Extension
21 Research, Inc.
22 100 Santa Rosa Avenue
23 Pacifica, CA. 94044

With a copy to:
James I. Ham, Esq.
James Ham Legal
555 W. Fifth St., 31st Fl.
Los Angeles, CA. 90013-1018

23 18. **Settlement Conditional on Court Approval.** This settlement agreement shall be null
24 and void, and without any force or effect, unless fully approved as required by law. If the Court
25 does not approve this settlement agreement, the execution thereof by Defendant or Plaintiffs
26 shall not be construed as an admission by Defendant or Plaintiffs of any fact, issue of law or
27 violation of law.

28

1 19. Jurisdiction. This Court shall retain jurisdiction of this matter to implement this
2 settlement agreement.

3 20. Compliance with Reporting Requirements. CWLC shall comply with the reporting
4 form requirements referred to in Health and Safety Code section 25249.7(f) and established in
5 Title 11 of the California Code of Regulations sections 3000-3008. Copies of all such reports
6 shall be supplied as provided in Paragraph 18.2.

7 21. Non-Interference in Settlement Approval Process. The Parties will cooperate, as well
8 as use their respective best efforts, to secure the Attorney General's approval of this settlement
9 agreement, and not to seek his disapproval of any portion of this settlement agreement.

10 IT IS SO STIPULATED.

11 Date: ~~June 18~~, 2007
12 July

KATHERINE LEE BUCKLAND, an individual

13 By: Katherine L Buckland
14 Katherine Lee Buckland

15 Date: ~~June 18~~, 2007
16 July

CALIFORNIA WOMEN'S LAW CENTER

17 By: Katherine L Buckland
18 Katherine Lee Buckland
19 Executive Director

20 Date: ~~June 12~~, 2007
21 July 12

SUPERNUTRITION LIFE-EXTENSION
RESEARCH, INC., D/B/A SUPERNUTRITION

22 By: [Signature]
23 Patrick Mooney
24 President

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8 as use their respective best efforts, to secure the Attorney General's approval of this settlement
9 agreement, and not to seek his disapproval of any portion of this settlement agreement.

10 **IT IS SO STIPULATED.**

11 Date: June __, 2007

KATHERINE LEE BUCKLAND, an individual

12
13 By: _____
Katherine Lee Buckland

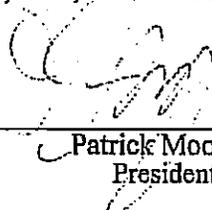
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15 Date: June __, 2007

CALIFORNIA WOMEN'S LAW CENTER

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17 By: _____
Katherine Lee Buckland
Executive Director

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19
20 Date: *July 12* June __, 2007

SUPERNUTRITION LIFE-EXTENSION
RESEARCH, INC., D/B/A SUPERNUTRITION

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22
23 By: _____

Patrick Mooney
President

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FINDINGS AND ORDER

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2 1. In light of the findings below, and based upon the Court’s review of the proposed
3 settlement agreement executed by the Plaintiffs Katherine Lee Buckland California Women’s
4 Law Center (“CWLC” – together “Plaintiffs”) and Defendant Supernutrition Life Extension
5 Research, Inc., dba Supernutrition (“Defendant), and the papers filed in support of this Motion to
6 Enter the settlement agreement, in a manner consistent with Code of Civil Procedure § 664.6, the
7 Court finds that this settlement agreement is just, and serves and will serve the public interest.

8 2. The Court finds that the warnings required in Section 3 of the stipulated
9 settlement agreement in this matter regarding the sale of certain products by Defendant comply
10 with the provisions of Health & Safety Code §§ 25249.6 and 25249.7(f)(4)(A).

11 3. In the settlement agreement in this matter, the Parties’ agreement in Section 4 of
12 the settlement agreement that no civil penalties are warranted is in accord with the criteria set
13 forth in Health & Safety Code § 25249.7(b) (2) and (f)(4)(C), in that payments totaling
14 \$25,000.00 in the form of “in lieu of damages or penalties” are to be made by the Defendant to
15 Plaintiff California Women’s Law Center (“CWLC”). The Court finds that CWLC has
16 committed to use this financial relief in conformity with Proposition 65’s overall goals as well as
17 its own non-profit articles of incorporation to address the litigation’s public health issue of
18 protecting women’s health through CWLC’s programs, which include but are not limited to
19 projects addressing public health, domestic violence, reproductive rights, and physical fitness
20 issues.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

KATHERINE LEE BUCKLAND, *et al.*,

Plaintiffs,

v.

THRESHOLD ENTERPRISES, LTD., *et al.*

Defendants.

Case No. BC 344046

[Hon. Robert L. Hess]

**[PROPOSED] FURTHER
FINDINGS AND ORDER RE:
SETTLEMENT AGREEMENT
ONLY AS TO DEFENDANT
SUPERNUTRITION LIFE-
EXTENSION RESEARCH, INC.,
D/B/A SUPERNUTRITION**

Complaint Filed: December 7, 2005

Hearing Date: September 17, 2007
(Reserved)

Time: 8:30 a.m.

Location: Dept. 24, Room 314

Discovery Cut-Off: None Set

Motion Cut-Off: None Set

Trial Date: None Set

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FURTHER FINDINGS AND ORDER

The Court finds that the Plaintiff CALIFORNIA WOMEN'S LAW CENTER will compensate its attorney of record, Carrick Law Group, P.C., pursuant to those entities' written contingent fee agreement, in the amount of \$10,000.00 from the total of the financial settlement made in the Settlement Agreement entered by this Court regarding defendant SUPERNUTRITION LIFE-EXTENSION RESEARCH, INC., D/B/A SUPERNUTRITION ("Settling Defendant"). The Court finds, pursuant to Health & Safety Code §25249.7(f)(4)(B), that these attorneys' fees and manner of payment are reasonable under California law.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: SEP 17 2007



ROBERT L. HESS
JUDGE OF THE SUPERIOR COURT