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LOS ANGELES  
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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.*  
Defendant.

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

**[PROPOSED] CONSENT JUDGMENT  
ONLY AS TO DEFENDANT WORD  
OF GOD FELLOWSHIP  
INCORPORATED D/B/A DAYSTAR  
NETWORK TELEVISION**

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

This Consent Judgment is entered into by and between Katherine Lee Ms. Buckland ("Ms. Buckland"), the California Women's Law Center ("CWLC" – collectively with Ms. Buckland, "Plaintiffs"), and Defendant Word of God Fellowship Incorporated d/b/a Daystar Network Television (hereinafter "Defendant").

1. **Definitions.** As used in this Consent Judgment, 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 known to the State of California to cause cancer and/or reproductive toxicity.

1.2 "Products" include the following:

1           **1.2.1** Consumer creams, gels and/or lotion products manufactured, marketed and  
2 sold by or on behalf of Better Health Naturally, Inc., a California corporation;

3           **1.2.2** "Products" shall also include any future products that Defendant may sell,  
4 market, or advertise for sale in California under any product name or brand, whether a current or  
5 new name and/or brand.

6           **1.3** Plaintiffs and Defendant will be referred to collectively as the "Parties" or  
7 individually as a "Party."

8 **2. Background.**

9           **2.1** Plaintiff Katherine Lee Buckland is the Executive Director of the CWLC, a non-  
10 profit California corporation. Since its founding in 1989, CWLC has served as a unique  
11 advocate in California, working in collaboration with others to protect, secure and advance the  
12 comprehensive civil rights of women and girls. The CWLC works to ensure, through systemic  
13 change, that life opportunities for women and girls are free from unjust social, economic, and  
14 political constraints. CWLC is based in Los Angeles, and was incorporated under the laws of  
15 the State of California in 1989.

16           **2.2** Ms. Buckland is a "consumer" within the meaning of California Civil Code  
17 ("Civil Code") § 1761(d). Ms. Buckland is also a "person" within the meaning of California  
18 Business and Professions ("B&P") Code §§17201, 17204 and 17506. She brought and settles  
19 this lawsuit on her own behalf and, to the fullest extent permitted by law, on behalf of the  
20 general public. CWLC brings its Proposition 65 cause of action in the public interest.

21           **2.3** Defendant is a Georgia corporation that, for a limited period of time in 2005, was  
22 involved in the advertisement and sale of Products for sale directly or indirectly to California  
23 residents. Defendant does not manufacture any Products.

24           **2.4** Beginning on or about February 9, 2006, CWLC served Defendant and each of the  
25 appropriate public enforcement agencies with a "60-Day Notice" that provided Defendant and  
26 the public enforcement agencies with a notice alleging that Defendant was in violation of  
27 Proposition 65 for failing to warn the purchasers of, and individuals using, the Products that the  
28 use of the Products exposes them to Regulated Chemicals. Defendant stipulates for the purpose

1 of this Consent Judgment that the 60-Day Notice sent to it is adequate to comply with Title 22,  
2 California Code of Regulations §12903. None of the public enforcement agencies has  
3 commenced and begun diligently prosecuting an action against Defendant for such alleged  
4 violations.

5       2.5 On or about February 9, 2006, Ms. Buckland, pursuant to Civil Code § 1782  
6 served Defendant with a notice letter (the "CRLA Notice") via certified mail, return receipt  
7 requested, stating *inter alia* as follows:

8               These Products have been sold to literally millions of California  
9 consumers without any of the noticed companies providing a clear  
10 and reasonable warning prior to their purchase by a consumer that  
11 the Progesterone, Medroxyprogesterone acetate, Testosterone and  
12 its esters, Methyltestosterone, Testosterone cypionate, and/or  
13 Testosterone enanthate in these Products are chemicals known to be  
14 carcinogens and/or reproductive toxins by the State of California.  
15 Nor has any of the noticed companies disclosed the potential  
16 adverse health effect risks posed by exposure to these chemicals in  
17 these Products because Progesterone, Medroxyprogesterone acetate,  
18 Testosterone and its esters, Methyltestosterone, Testosterone  
19 cypionate, and/or Testosterone enanthate in these Products are  
20 chemicals regulated as drugs by the U.S. Food and Drug  
21 Administration under the federal Food, Drug and Cosmetic Act.  
22 These omissions of material facts constitute deceptive  
23 representations and misrepresentations, failure to disclose that the  
24 product is a regulated drug, and misbranding in violation of § 1770  
25 of the CLRA.

18       2.6 On December 7, 2005, Plaintiffs filed their initial complaint entitled  
19 *Buckland, et al. v. Threshold Enterprises, Ltd., et al.*, No. BC 344046, in the Los Angeles  
20 County Superior Court. On January 24, 2006, Plaintiffs filed their First Amended Complaint,  
21 which is the now-operative complaint in this matter (the "First Amended Complaint").  
22 Ms. Buckland alleged violations of the CLRA, Business & Professions Code §§ 17200 *et seq.*  
23 and 17500 *et seq.*, and Civil Code §§ 1709 and 1710, against Defendant. Ms. Buckland alleged  
24 no claim, directly or indirectly, pursuant to Proposition 65 (H&S Code § 25249.5 *et seq.*) in the  
25 Complaints. CWLC alleged violations of Proposition 65 (H&S Code § 25249.5 *et seq.*) in the  
26 First Amended Complaint. On August 21, 2006, Ms. Buckland filed a Supplemental Complaint  
27 (together with the First Amended Complaint, "Complaints").  
28

1           2.7 For purposes of this Consent Judgment only, the Parties stipulate that this Court  
2 has jurisdiction over the allegations of the violations contained in the Notice and the Complaints,  
3 and personal jurisdiction over Defendant as to the acts or omissions alleged in the Complaints;  
4 that venue is proper in the County of Los Angeles; and that this Court has jurisdiction to enter  
5 this Consent Judgment.

6           2.8 Defendant denies that the Products have been or are in violation of any law, and  
7 further contends that all Products have been and are safe for use as directed. Prior to receiving  
8 any notice from Plaintiffs, Defendant alleges that it acted in compliance with applicable state  
9 and federal law for the Products it knew or had reason to believe were being offered for sale in  
10 California. That fact notwithstanding, in October 2005, Defendant ceased advertising the  
11 Products for sale to customers in California. However, the Parties desire to resolve this matter  
12 (including the Notices, Complaints and all related matters) without further litigation or cost.

13           2.9 The Parties enter into this Consent Judgment to settle certain disputed claims as  
14 alleged in the Notice and the Complaints, to avoid prolonged and costly litigation, and to  
15 promote the public interest. By executing and complying with this Consent Judgment, no Party  
16 admits any facts or conclusions of law including, but not limited to, any facts or conclusions of  
17 law regarding any violations of the California Legal Remedies Act (Civil Code § 1750 *et seq.*),  
18 the Unlawful Competition Law (B&P Code § 17200 *et seq.*), the False Advertising Law  
19 (B&P Code § 17500 *et seq.*), Civil Code §§1709 and 1710, Proposition 65 (H&S Code  
20 § 25249.5 *et seq.*) or any other statutory, common law or equitable claim or requirement relating  
21 to or arising from Defendant's Products. This Consent Judgment shall not be construed as an  
22 admission by Defendant as to any of the allegations in the Notices or the Complaints.

23 **3. Injunctive Relief.**

24 **3.1 Sale of Products Requires a Warning.**

25 Immediately upon receipt of the Notices, Defendant voluntarily ceased advertising the  
26 Products for sale to California residents. If Defendant chooses to advertise or sell the Products  
27 directly or indirectly to California residents in the future, Defendant shall comply with the terms  
28 set forth in the following paragraphs 3.2 and 3.3.

1           3.2 Pursuant to Civil Code § 1782(d), B&P Code §§ 17203 and 17535, and  
2 H&S Code §25249.7(a), the sale of a Product by Defendant shall be accompanied by a warning.  
3 This warning shall be provided both by (a) product labeling pursuant to Paragraph 3.1.1; and (b)  
4 warnings for any mail order and Internet sales pursuant to Paragraph 3.1.2.

5                   **3.2.1 Product Label Warnings**

6           At the earliest such time when, in the ordinary course of business, new labels for the  
7 Products are printed on or after September 1, 2006, Defendant shall include (in the same type  
8 size as the surrounding, non-heading text) the following warning on the label of each of its  
9 Products that it manufactures and ships for sale into California, including the specific name or  
10 names of the Regulated Chemicals where shown:

11                   **“WARNING:** This product contains [Progesterone,  
12                   Medroxyprogesterone acetate, Testosterone and its esters,  
13                   Methyltestosterone, Testosterone cypionate, and/or Testosterone  
14                   enanthate], a chemical(s) known to the State of California to cause  
15                   cancer. Consult with your physician before using this product.”

16                   **3.2.2 Additional Warnings for Mail Order or Internet Sales**

17           If Defendant sells a Product by mail order or over the Internet to a purchaser in the State  
18 of California on or after the date that is 90 days after the entry of this consent judgment by the  
19 court, the following additional requirements shall apply:

20           (1) For such mail order sales, the warning language required under this Consent  
21 Judgment at paragraph 3.1.1 shall be included in the mail order catalogue, either on the same  
22 page as any order form, or on the same page(s) upon which the Product’s price is listed, in the  
23 same type size as the surrounding, non-heading text.

24           (2) For such Internet sales, the warning language required under this Consent  
25 Judgment at paragraph 3.1.1 shall be displayed (in the same type size as the surrounding, non-  
26 heading text) in one or more of the following ways: (a) on the same page upon which the  
27 Product is displayed or referenced; (b) on the same page as any order form for any Product;  
28 (c) on the same page as the price for the Product is displayed; (d) on one or more pages



1 could have been asserted by Plaintiffs arising from or related to Products manufactured,  
2 distributed, or sold by Defendant through the date of entry of this Consent Judgment, including,  
3 but not limited to any claims for attorneys' fees and costs. Plaintiffs hereby release Defendant  
4 and Defendant's predecessors, successors, affiliates and assigns, the officers, directors,  
5 employees, shareholders, and counsel of each of them, from and against the claims described in  
6 this paragraph to the extent such claims do, did, or could arise from or relate to Defendant's  
7 Products; however, Plaintiffs cannot and expressly do not release any other claims, including  
8 specifically and without limitation any personal injury or directly related claims, that could be  
9 brought by any other individual or organization. Defendant hereby releases Ms. Buckland and  
10 CWLC from and against any claims arising out of Plaintiffs' filing or prosecution of this action.  
11 Each Party respectively waives any right to appeal or other review of this Consent Judgment,  
12 except as expressly provided in this Consent Judgment.

13 **6. Covenant Not To Sue.** Plaintiffs and Defendant covenant and agree that with regard to  
14 those matters that Plaintiffs have herein released and that are described above, neither  
15 Ms. Buckland, CWLC nor Defendant will ever institute a lawsuit or administrative proceedings  
16 against the other, nor shall Ms. Buckland, Defendant or CWLC assert any claim of any nature  
17 against any person or entity hereby released with regard to any such matters which have been  
18 released. However, nothing in this paragraph shall be interpreted to preclude enforcement of this  
19 Consent Judgment pursuant to Section 7 below.

20 **7. Enforcement of Consent Judgment.** Any Party may, by noticed motion or order to  
21 show cause before the Superior Court of Los Angeles, enforce this Consent Judgment. To  
22 enforce this Consent Judgment, any Party must first give written notice of any violation of this  
23 Consent Judgment alleged to have occurred to the Party alleged to be in violation. The Parties  
24 shall meet and confer in good faith and attempt to resolve the alleged violation. If a resolution is  
25 not reached within thirty (30) days of the date of the notice, the aggrieved Party may move the  
26 Court to hear and resolve the dispute. The prevailing Party in any proceeding brought to enforce  
27 this Consent Judgment shall be entitled to recover from the other Party the prevailing Party's  
28

1 reasonable attorneys' fees and costs incurred in the investigation and prosecution of such an  
2 enforcement proceeding.

3 **8. Application of Consent Judgment.** Sections 3, 5 and 6 of this Consent Judgment shall  
4 apply to, be binding upon and inure to the benefit of the Parties and the CWLC, their divisions,  
5 subdivisions, subsidiaries, affiliates, successors, predecessors and assigns, and the directors,  
6 officers, employees, legal counsel, and agents of each of them, as applicable, and will inure to  
7 the benefit of the Parties' parent companies, all suppliers, distributors, wholesalers, retailers and  
8 contract manufacturers, and all of their respective directors, officers, employees, legal counsel,  
9 and agents. This Consent Judgment shall have no effect on Products sold by Defendant and  
10 shipped to customers for use outside the State of California; provided that the Products are not  
11 sold directly or indirectly to consumers in California.

12 **9. Modification/Termination of Consent Judgment.**

13 **9.1** This Consent Judgment may be modified or terminated upon written agreement of  
14 the Parties, with approval of the Court, or upon noticed motion for good cause shown. However,  
15 the Parties shall meet and confer in good faith and attempt to mutually agree upon any  
16 modification prior to the filing of any motion.

17 **9.2** The Parties acknowledge that new toxicological information or exposure  
18 assessments concerning hazardous substances and testing methodologies are continuously  
19 becoming available, and that statutory and regulatory standards applicable to the Products may  
20 evolve in the future, either of which may establish good cause for modification of this Consent  
21 Judgment. The Parties also acknowledge that the State of California, whether by legislative  
22 enactment, judicial determination, or executive order, may determine that one or more of the  
23 Products and/or the Regulated Chemicals herein do not cause cancer or may otherwise remove  
24 the Regulated Chemicals herein from the list of chemicals and substances promulgated by the  
25 state of California as required by §25249.8 of the California Health and Safety Code.  
26 Accordingly, the Parties further agree that any Party may file a motion pursuant to § 664.6 of the  
27 California Code of Civil Procedure, and under the conditions set forth below, move the Court for  
28 modification of the warning requirement or any other term set forth in Section 3 herein on any

1 one of the following grounds: (a) the warning requirement or any other term set forth in Section  
2 3 herein conflict with the applicable legal standards concerning the Products or any ingredient  
3 therein; (b) the warning requirement or any other term set forth in Section 3 herein are more  
4 stringent than the warning requirements either Plaintiff, in an order, judgment or settlement  
5 under Proposition 65, agrees to with respect to any Products that are substantially similar to the  
6 Products herein; or (c) the State of California, whether by legislative enactment, judicial  
7 determination, or executive order, has determined that one or more of the Products and/or the  
8 Regulated Chemicals herein do not cause cancer or has otherwise removed the Regulated  
9 Chemicals herein from the list of chemicals and substances promulgated by the state of  
10 California as required by §25249.8 of the California Health and Safety Code.

11 **9.3** The prevailing Party in any such motion shall be entitled to recover from the other  
12 Party the prevailing Party's reasonable attorney's fees and costs incurred in the preparation and  
13 prosecution of such a motion.

14 **10. Governing Law.** This Consent Judgment shall be governed by, and construed in  
15 accordance with, the laws of the State of California.

16 **11. Entire Agreement.** The Parties declare and represent that no promise, inducement or  
17 other agreement has been made conferring any benefit upon any party except those contained  
18 herein and that this Consent Judgment contains the entire agreement pertaining to the subject  
19 matter hereof. This Consent Judgment supersedes any prior or contemporaneous negotiations,  
20 representations, agreements and understandings of the Parties with respect to such matters,  
21 whether written or oral. Parol evidence shall be inadmissible to show agreement by, between or  
22 among the Parties to any term or condition contrary to or in addition to the terms and conditions  
23 contained in this Consent Judgment. The Parties acknowledge that each has not relied on any  
24 promise, representation or warranty, expressed or implied, not contained in this Consent  
25 Judgment except with regard to that certain declaration executed under penalty of perjury by the  
26 Defendant providing information that induced Ms. Buckland to enter into the financial terms of  
27 this Consent Judgment, which declaration may be used solely as evidence in any future  
28 enforcement proceeding brought pursuant to Section 7 above.

1 **12. Challenges.** Subject to Section 9 hereof, the Parties agree that they, individually or  
2 collectively, will not seek to challenge or to have determined invalid, void or unenforceable any  
3 provision of this Consent Judgment or this Consent Judgment itself. The Parties understand that  
4 this Consent Judgment contains the relinquishment of legal rights and each Party has, as each  
5 has deemed appropriate, sought the advice of legal counsel, which each of the Parties has  
6 encouraged the other to seek. Further, no Party has reposed trust or confidence in any other  
7 Party so as to create a fiduciary, agency or confidential relationship.

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

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

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

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

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1 **17. Notices.**

2 **17.1** All correspondence and notices required by this Consent Judgment to Plaintiffs  
3 shall be sent to Ms. Buckland as follows:

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

With a copy to:  
12 Roger Lane Carrick, Esq.  
13 The Carrick Law Group, P.C.  
14 350 S. Grand Avenue, Suite 2930  
15 Los Angeles, CA 90071-3406  
16 Tel: (213) 346-7930  
17 Fax: (213) 346-7931  
18 E-mail: roger@carricklawgroup.com

9 **17.2** All correspondence and notices required by this Consent Judgment to Defendant  
10 shall be sent to Defendant as follows:

11 Word of God Fellowship, Incorporated  
12 d/b/a Daystar Television Network  
13 ATTN: Marcus Lamb  
14 P.O. Box 612066  
15 Dallas, Texas  
16 Tel: (817) 571-1229  
17 Fax: (817) 571-0239

With a copy to:  
18 John T. Lynch, IV, Esq.  
19 Adams, Lynch & Loftin, P.C.  
20 1903 Central Drive, Suite 400  
21 Bedford, Texas 76201  
22 Tel: (817) 283-7742  
23 Fax: (817) 571-2947  
24 Email: jtl@all-lawfirm.com

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

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

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

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1 **21. Non-Interference in Settlement Approval Process.** The Parties will cooperate, as well  
2 as use their respective best efforts, to secure the Attorney General's approval of this Consent  
3 Judgment, and not to seek his disapproval of any portion of this Consent Judgment.  
4

5 **IT IS SO STIPULATED.**

6 Date: ~~October~~ <sup>NOV</sup> 6, 2006

KATHERINE LEE BUCKLAND

7  
8 By: Katherine L Buckland  
Katherine Lee Buckland

9  
10 Date: ~~October~~ <sup>NOV</sup> 6, 2006

CALIFORNIA WOMEN'S LAW CENTER

11  
12 By: Katherine L Buckland  
Katherine Lee Buckland  
Executive Director

13  
14 Date: October \_\_, 2006

WORD OF GOD FELLOWSHIP  
INCORPORATED d/b/a DAYSTAR TELEVISION  
NETWORK

15  
16  
17  
18 By: Marcus Lamb  
Marcus Lamb  
President

1 **21. Non-Interference in Settlement Approval Process.** The Parties will cooperate, as well  
2 as use their respective best efforts, to secure the Attorney General's approval of this Consent  
3 Judgment, and not to seek his disapproval of any portion of this Consent Judgment.  
4

5 **IT IS SO STIPULATED.**

6 Date: October \_\_, 2006

KATHERINE LEE BUCKLAND

7  
8 By: \_\_\_\_\_  
Katherine Lee Buckland

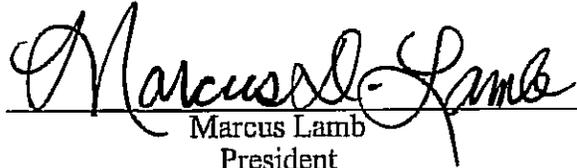
9  
10 Date: October \_\_, 2006

CALIFORNIA WOMEN'S LAW CENTER

11  
12 By: \_\_\_\_\_  
Katherine Lee Buckland  
Executive Director

13  
14 Date: October \_\_, 2006

WORD OF GOD FELLOWSHIP  
INCORPORATED d/b/a DAYSTAR TELEVISION  
NETWORK

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17 By:   
18 \_\_\_\_\_  
19 Marcus Lamb  
20 President  
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**FINDINGS AND ORDER**

1  
2 1. The Court finds that the warnings that may be required in Section 3 of the  
3 stipulated Consent Judgment in this matter regarding the sale of certain products by defendant  
4 **WORD OF GOD FELLOWSHIP INCORPORATED dba DAYSTAR NETWORK**  
5 **TELEVISION** comply with the provisions of Health & Safety Code §§ 25249.5-25249.13.

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

16 3. Because each Party to the Consent Judgment is bearing its own attorneys' fees and  
17 costs, no finding by the Court is required as to whether those fees and costs are reasonable.

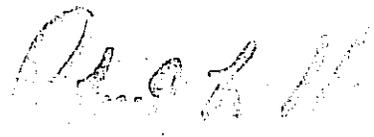
18 4. In light of the findings made above, and based upon the Court's review of the  
19 proposed stipulated Consent Judgment executed among the Parties, the Court finds that this  
20 Consent Judgment is just, and serves and will serve the public interest

21 5. The Consent Judgment is hereby adopted as the ORDER and JUDGMENT of this  
22 Court.

23  
24 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

**DEC 18 2006**

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

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28 \_\_\_\_\_  
**ROBERT L. HESS**  
**JUDGE OF THE SUPERIOR COURT**