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ORIGINAL
DEC 18 2008
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]

**[PROPOSED] CONSENT
JUDGMENT ONLY AS TO
DEFENDANT CONSAC
INDUSTRIES, INC. D/B/A COUNTRY
LIFE, LLC**

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

This Consent Judgment 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 Consac Industries, Inc., a New York corporation d/b/a Country Life, LLC, a New York limited liability company ("Consac" or "Defendant"). Plaintiffs and Defendant may be collectively referred to herein as "Parties."

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" are consumer creams, gels and/or lotion products containing as an ingredient one or more of the Regulated Chemicals. "Products" shall also include any future

1 Products that are manufactured by or on behalf of Defendant for sale to consumers in California
2 under any product name or brand, whether a current or new name and/or brand.

3 1.3 Plaintiff and Defendant will be referred to collectively as the "Parties" or
4 individually as a "Party."

5 **2. Background.**

6 2.1 Ms. Buckland is the Executive Director of the California Women's Law Center
7 ("CWLC"), a non-profit California corporation. Since its founding in 1989, CWLC has served
8 as a unique advocate in California, working in collaboration with others to protect, secure and
9 advance the comprehensive civil rights of women and girls. The CWLC works to ensure,
10 through systemic change, that life opportunities for women and girls are free from unjust social,
11 economic, and political constraints. CWLC is based in Los Angeles, and was incorporated
12 under the laws of the State of California in 1989.

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

20 2.3 Defendant is a New York corporation d/b/a as Country Life, LLC, with its
21 principal place of business and/or headquarters located at 180 Motor Parkway, Hauppauge,
22 New York 11788. Defendant indirectly sold through unrelated customers outside of California,
23 who then resold to California consumers Products, all of which Plaintiffs allege contain a
24 chemical or chemicals listed by the State of California as known to cause cancer and/or
25 reproductive toxicity pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986,
26 California Health and Safety Code § 25249.5 et seq. ("Proposition 65"); Title 22, California
27 Code of Regulations § 12000 et seq.

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1 2.4 Beginning on or about February 9, 2006, CWLC served Defendant and each of the
2 appropriate public enforcement agencies with a "60-Day Notice" that provided Defendant and
3 the public enforcement agencies with a notice alleging that Defendant was in violation of
4 Proposition 65 for failing to warn the purchasers of, and individuals using, the Products that the
5 use of the Products exposes them to Regulated Chemicals. Defendant stipulates for the purpose
6 of this Consent Judgment that the 60-Day Notice sent to it is adequate to comply with Title 22,
7 California Code of Regulations § 12903. None of the public enforcement agencies has
8 commenced and begun diligently prosecuting an action against Defendant for such alleged
9 violations.

10 2.5 On or about February 9, 2006, Ms. Buckland, pursuant to Civil Code § 1782
11 served Defendant with a notice letter (the "CLRA Notice" -- collectively with the 60-Day
12 Notice, "Notices") via certified mail, return receipt requested, stating *inter alia* as follows:

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

23 2.6 On December 7, 2005, Ms. Buckland and CWLC filed their initial complaint
24 entitled *Buckland, et al. v. Threshold Enterprises, Ltd., et al.*, No. BC344046, in the Los Angeles
25 County Superior Court. On January 24, 2006, Plaintiffs filed their First Amended Complaint,
26 which is the now-operative complaint in this matter (the "First Amended Complaint"). On
27 April 21, 2006, Defendant was added to the First Amended Complaint as a DOE Defendant
28 pursuant to Code of Civil Procedure § 474. CWLC alleged violations of Proposition 65 against

1 Defendant, while Ms. Buckland alleged violations of the CLRA, Business & Professions Code
2 §§ 17200 *et seq.* and 17500 *et seq.*, and Civil Code §§ 1709 and 1710, against Defendant,
3 respectively.

4 **2.7** For purposes of this Consent Judgment only, the Parties stipulate that this Court
5 has jurisdiction over the allegations of the violations contained in the Notices and the First
6 Amended Complaint, and personal jurisdiction over Defendant as to the acts or omissions
7 alleged in the First Amended Complaint; that venue is proper in the County of Los Angeles; and
8 that this Court has jurisdiction to enter this Consent Judgment.

9 **2.8** Defendant denies that the Products have been or are in violation of any law, and
10 further contends that all Products have been and are safe for use as directed. However, the
11 Parties desire to resolve this matter (including the Notices, First Amended Complaint and all
12 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 Notices and the First Amended Complaint, to avoid prolonged and costly
15 litigation, and to promote the public interest. By executing and complying with this Consent
16 Judgment, no Party admits any facts or conclusions of law including, but not limited to, any facts
17 or conclusions of law regarding any violations of the California Legal Remedies Act (Civil Code
18 § 1750 *et seq.*), the Unlawful Competition Law (B&P Code § 17200 *et seq.*), the False
19 Advertising Law (B&P Code § 17500 *et seq.*), Civil Code §§ 1709 and 1710, Proposition 65
20 (Health & Safety Code § 25249.5 *et seq.*) or any other statutory, common law or equitable claim
21 or requirement relating to or arising from Defendant's Products. This Consent Judgment shall
22 not be construed as an admission by Defendant as to any of the allegations in the 60-Day Notice,
23 the CLRA Notice or the First Amended Complaint.

24 **3. Injunctive Relief.**

25 **3.1 Defendant Has Exited the Market.**

26 Defendant has previously voluntarily exited the California market for the Products. If
27 Defendant chooses to re-enter the California market for these Products, Defendant shall comply
28 with the terms set forth in the following paragraphs 3.2 and 3.3.

1 **3.2 Future Product Sales Require a Warning.**

2 Pursuant to Civil Code § 1782(d), and B&P Code §§ 17203 and 17535, the sale of a
3 Product by Defendant shall be accompanied by a warning. This warning shall be provided both
4 by (a) product labeling pursuant to Paragraph 3.2.1; and (b) warnings for any mail order and
5 Internet sales pursuant to Paragraph 3.2.2.

6 **3.2.1 Product Label Warnings.**

7 At the earliest such time when, in the ordinary course of business, new labels for the
8 Products are printed on or after January 1, 2007, Defendant shall include (in the same type size
9 as the surrounding, non-heading text) the following warning on the label of each of its Products
10 that it manufactures and ships for sale directly or indirectly to consumers in California, including
11 the specific name or names of the Regulated Chemicals present in the Product:

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

17 **3.2.2 Additional Warnings for Mail Order or Internet Sales.**

18 If Defendant directly sells a Product by mail order or over the Internet to consumers in
19 the state of California on or after the date that is 90 days after the entry of this Consent Judgment
20 by the court, the following additional requirements shall apply:

21 (1) For such mail order sales, the warning language required under this Consent
22 Judgment at paragraph 3.2.1 shall be included in the mail order catalogue, either on the same
23 page as any order form, or on the same page(s) upon which the Product’s price is listed, in the
24 same type size as the surrounding, non-heading text.

25 (2) For such Internet sales, the warning language required under this Consent
26 Judgment at paragraph 3.2.1 shall be displayed (in the same type size as the surrounding, non-
27 heading text) in one or more of the following ways: (a) on the same page upon which the
28 Product is displayed or referenced; (b) on the same page as any order form for any Product;

1 (c) on the same page as the price for the Product is displayed; (d) on one or more pages
2 displayed to a purchaser over the Internet or via electronic mail during the checkout and order
3 confirmation process for sale of a Product; or (e) in any manner such that it is likely to be read
4 and understood by an ordinary individual under customary business conditions prior to the
5 purchase of the Product.

6 **3.3 Compliance with Federal Law.**

7 Pursuant to Civil Code § 1782(d) and B&P Code §§ 17203 and 17535, and effective
8 when, in the ordinary course of business, new labels and advertising, marketing, mail order
9 catalog or Internet-based descriptions of each of its respective Products are printed or posted
10 electronically on or after January 1, 2006, Defendant agrees to remove any "health-related"
11 claims (as that term is used by the U.S. Food and Drug Administration under Title 21 United
12 States Code § 321(g) and Title 21 Code of Federal Regulation, Part 310.530, Over-The-Counter
13 Topically Applied Hormone Drug Products) made by Defendant for any of its respective
14 Products.

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

16 **4.1** In lieu of damages or penalties, Defendant shall pay to the CWLC the sum of
17 \$1,500.00 ("settlement amount"), and shall make that payment to the Client Trust Account of the
18 Carrick Law Group P.C., by wire transfer, certified or bank check in immediately available
19 funds. This settlement amount shall be due and payable within five (5) calendar days after the
20 date of notice of entry of this Consent Judgment. This settlement amount shall be disbursed
21 promptly thereafter by the Carrick Law Group P.C. to the CWLC.

22 **4.2 Attorneys Fees and Costs.** The Parties shall each bear their own attorneys' fees
23 and costs.

24 **5. Claims Covered and Released.**

25 This Consent Judgment includes the resolution of all actual and potential claims that were
26 considered or could have been brought by Plaintiffs regarding the Regulated Chemical(s) in
27 Defendant's Products. This Consent Judgment is a final and binding resolution between
28 Plaintiff and Defendant of any and all alleged violations of Proposition 65, the CLRA, the Unfair

1 Competition Law, the False Advertising Law, Civil Code §§ 1709 and 1710, or any other law
2 that was or could have been asserted by Plaintiff arising from or related to Defendant's Products
3 up through the date of entry of this Consent Judgment, including, but not limited to any claims
4 for attorneys' fees and costs (collectively "Claims"). Plaintiffs hereby release the Defendant
5 Releasees (as defined below) and waive all rights to institute or participate in, directly or
6 indirectly, any form of legal action seeking any form of relief (whether injunctive,
7 compensatory, punitive, or otherwise) arising from the Claims against Defendant, its officers,
8 directors, employees, agents, attorneys, consultants, representatives, shareholders, parents,
9 subsidiaries, affiliates, divisions, predecessors, successors, subdivisions, downstream
10 distributors, downstream retailers, downstream customers, and upstream suppliers of the raw
11 materials used in the Products (the "Defendant Releasees"); however, Plaintiffs cannot and
12 expressly do not release any other claims, including specifically and without limitation any
13 personal injury or directly related claims, that could be brought by any other individual or
14 organization. Defendant hereby releases each Plaintiff from and against any claims arising out
15 of each Plaintiff's notices and their filing or prosecution of this action. Each Party respectively
16 waives any right to appeal or other review of this Consent Judgment, except as expressly
17 provided in this Consent Judgment.

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

25 **7. Enforcement of Consent Judgment.** Any Party may, by noticed motion or order to
26 show cause before the Superior Court of Los Angeles, enforce this Consent Judgment. To
27 enforce this Consent Judgment, any Party must first give written notice of any violation of this
28 Consent Judgment alleged to have occurred to the Party alleged to be in violation. The Parties

1 shall meet and confer in good faith and attempt to resolve the alleged violation. If a resolution is
2 not reached within thirty (30) days of the date of the notice, the aggrieved Party may move the
3 Court to hear and resolve the dispute. The prevailing Party in any proceeding brought to enforce
4 this Consent Judgment shall be entitled to recover from the other Party the prevailing Party's
5 reasonable attorneys' fees and costs incurred in the investigation and prosecution of such an
6 enforcement proceeding.

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

17 **9. Modification/Termination of Consent Judgment.** This Consent Judgment may be
18 modified or terminated upon written agreement of Defendant and Plaintiffs, with approval of the
19 Court, or upon noticed motion for good cause shown. However, the Parties shall meet and confer
20 in good faith and attempt to mutually agree upon any modification prior to the filing of any
21 motion. The Parties acknowledge that new toxicological information or exposure assessments
22 concerning hazardous substances and testing methodologies are continuously becoming
23 available, and that statutory and regulatory standards applicable to the Products may evolve in
24 the future, either of which may establish good cause for modification of this Consent Judgment.
25 The burden of proof in any such motion shall be on the moving party to establish such good
26 cause. The prevailing Party in any such motion shall be entitled to recover from the other Party
27 the prevailing Party's reasonable attorneys' fees and costs incurred in the preparation and
28 prosecution of such a motion.

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

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

16 **12. Challenges.** Subject to their rights to apply for a modification of this Consent Judgment
17 for good cause shown under Paragraph 9 hereof, the Parties agree that they, individually or
18 collectively, will not seek to challenge or to have determined invalid, void or unenforceable any
19 provision of this Consent Judgment or this Consent Judgment itself. The Parties understand that
20 this Consent Judgment contains the relinquishment of legal rights and each Party has, as each
21 has deemed appropriate, sought the advice of legal counsel, which each of the Parties has
22 encouraged the other to seek. Further, no Party has reposed trust or confidence in any other
23 Party so as to create a fiduciary, agency or confidential relationship.

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

27 **14. Authority to Stipulate to Consent Judgment.** Each signatory to this Consent Judgment
28 represents and warrants that each signatory has all requisite power, authority and legal right

1 necessary to execute and deliver this Consent Judgment and to perform and carry out the
2 transactions contemplated by this Consent Judgment. Each signatory to this Consent Judgment
3 represents that each has been duly authorized to execute this Consent Judgment. No other or
4 further authorization or approval from any person will be required for the validity and
5 enforceability of the provisions of this Consent Judgment, except entry by the Court.

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

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

11 **17. Notices.**

12 **17.1** All correspondence and notices required by this Consent Judgment to
13 Ms. Buckland shall be sent to:

14 Katherine Lee Buckland, Esq.
15 California Women's Law Center
16 6300 Wilshire Boulevard, Suite 980
17 Los Angeles, CA 90048
18 Tel: (323) 951-1041
19 Fax: (323) 951-9870
20 E-mail: katie@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

19 **17.2** All correspondence and notices required by this Consent Judgment to CWLC shall
20 be sent to:

21 Katherine Lee Buckland
22 Executive Director
23 California Women's Law Center
24 6300 Wilshire Boulevard, Suite 980
25 Los Angeles, CA 90048
26 Tel: (323) 951-1041
27 Fax: (323) 951-9870
28 E-mail: katie@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

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1 17.3 All correspondence and notices required by this Consent Judgment to Defendant
2 shall be sent to Defendant as follows:

3 Michael E. Cirenza
4 Consac Industries, Inc., d/b/a Country
5 Life, LLC
6 180 Motor Parkway
7 Hauppauge, New York 11788
8 Tel: (631) 232-5482
9 Fax: (631) 434-4791
10 E-mail: michaelc@country-life.com

 With a copy to:
 Thomas J. Killeen, Esq.
 Partner
 Farrell Fritz PC
 1320 Reckson Plaza
 Uniondale, New York 11556
 Tel: (516) 227-0631
 Fax: (516) 336-2203
 E-mail: tkilleen@farrellfritz.com

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

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

18 **20. Compliance with Reporting Requirements.** Plaintiffs shall comply with the reporting
19 form requirements referred to in Health and Safety Code section 25249.7(f) and established in
20 Title 11 of the California Code of Regulations sections 3000-3008. Copies of all such reports
21 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 IT IS SO STIPULATED.

5
6 Date: ^{October} September 26, 2006

KATHERINE LEE BUCKLAND, an individual

7
8 By: Katherine Lee Buckland
KATHERINE LEE BUCKLAND

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11 Date: ^{October} September 27, 2006

CALIFORNIA WOMEN'S LAW CENTER

12
13 By: Katherine Lee Buckland
Executive Director

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15
16 Date: September 25, 2006

CONSAC INDUSTRIES, INC., a New York
corporation d/b/a COUNTRY LIFE, LLC, a New
York limited liability company

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18
19 By: Michael E. Cirenza
20 Michael E. Cirenza
Executive Vice President
and Chief Financial Officer

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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 **IT IS SO STIPULATED.**

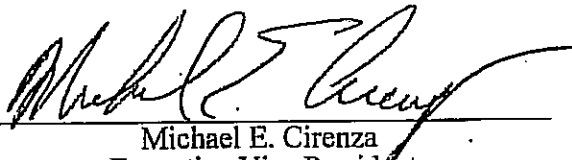
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6 Date: September __, 2006 KATHERINE LEE BUCKLAND, an individual

7
8 By: _____
KATHERINE LEE BUCKLAND

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10
11 Date: September __, 2006 CALIFORNIA WOMEN'S LAW CENTER

12
13 By: _____
Executive Director

14
15
16 Date: September 25, 2006 CONSAC INDUSTRIES, INC., a New York
17 corporation d/b/a COUNTRY LIFE, LLC, a New
18 York limited liability company

19 By: 
20 Michael E. Cirenza
21 Executive Vice President
22 and Chief Financial Officer

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ORIGINAL FILED
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. BC 344046
[Hon. Robert L. Hess]
[PROPOSED] FINDINGS AND ORDER
Complaint Filed: December 7, 2005
Location: Dept. 24, Room 314

FINDINGS AND ORDER

1. The Court finds that the warnings that may be required in Section 3 of the stipulated Consent Judgment in this matter regarding the sale of certain products by defendant Consac Industries, Inc., a New York corporation d/b/a Country Life, LLC, a New York limited liability company ("Defendant"), comply with the provisions of Health & Safety Code §§ 25249.5-25249.13.

2. In the stipulated Consent Judgment in this matter, the Parties' agreement in Section 4 of the Consent Judgment that no civil penalties are warranted is in accord with the criteria set forth in Health & Safety Code § 25249.7(b) (2), in that payments totaling \$1,500.00 in financial relief in the form of "in lieu of damages or penalties" are to be made by the Defendant to Plaintiff California Women's Law Center ("CWLC"). The Court finds that CWLC

1 has committed to use this financial relief in conformity with Proposition 65's overall goals as
2 well as its own non-profit articles of incorporation to address the litigation's public health issue
3 of protecting women's health through CWLC's programs, which include but are not limited to
4 projects addressing public health, domestic violence, reproductive rights, and physical fitness
5 issues.

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

8 4. In light of the findings made above, and based upon the Court's review of the
9 proposed stipulated Consent Judgment executed among the Parties, the Court finds that this
10 Consent Judgment creates a public benefit and is just, and serves and will serve the public
11 interest

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

14
15 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

16 **DEC 18 2008**

17 DATED: _____



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20 _____
21 **ROBERT L. HESS**
22 **JUDGE OF THE SUPERIOR COURT**

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