Michael Freund SBN 99687
Law Office of Michael Freund
1919 Addison Street, Suite 105
Berkeley, CA 94704
Telephone: (510) 540-1992
Facsimile: (510) 540-5543

Attorney for Plaintiff David Steinman

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

DAVID STEINMAN

Plaintiff

v.

ALBERTO-CULVER USA, INC. and DOES 1-100,

Defendants.

_____/

Case No. RG10526999

NOTICE OF ENTRY OF JUDGMENT AND STATUTORY FINDINGS AND ORDER APPROVING SETTLEMENT

Date: March 23, 2012
Time: 10:00 a.m.
Dept.: 20

PLEASE TAKE NOTICE that the Court has entered Judgment and approved the Settlement in this case. A true and correct copy of the Stipulated Consent Judgment and Statutory Findings and Order Approving Settlement is attached hereto as Exhibit A.

Dated: April 2, 2012

By _____
Michael Freund
Attorney for Plaintiff Environmental Research Center

Michael Freund SBN 99687
Law Office of Michael Freund
1915 Addison Street
Berkeley, CA 94704
Telephone: (510) 540-1992
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Attorney for Plaintiff David Steinman

James M. Mattesich SBN 54069
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1201 K Street, Suite 1100
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Telephone: (916) 442-1111
Facsimile: (916) 448-1709

Attorneys for Defendant Alberto-Culver USA, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

DAVID STEINMAN

Plaintiff,

v.

ALBERTO-CULVER USA, INC. and DOES 1-100

Defendants.

_____/

Case No. RG10526999

~~[PROPOSED]~~ STIPULATED CONSENT JUDGMENT; ~~[PROPOSED]~~ ORDER

Health & Safety Code Section 25249.5 et seq.

ACTION FILED: July 22, 2010
TRIAL DATE: February 20, 2011

I. INTRODUCTION

1.1 On July 22, 2010, Plaintiff David Steinman as a private enforcer and in the public interest filed a Complaint for Injunctive and Declaratory Relief and Civil Penalties against

EXHIBIT A

Defendant Alberto-Culver USA ("Alberto-Culver"). The Complaint alleges that Alberto-Culver violated Health and Safety Code section 25249.6 of the Safe Drinking Water and Toxic Enforcement Act of 1986 (also known as "Proposition 65,") through the sale of St. Ives Citrus Energizing Body Wash ("the Covered Product") by failing to provide a clear and reasonable warning.

1.2 The Complaint is based on allegations contained in a Notice of Violation dated May 11, 2010 served on the California Attorney General, other public enforcers and Alberto-Culver. A true and correct copy of the Notice of Violation is attached hereto as Exhibit A.

1.3 Plaintiff David Steinman is an individual interested in the enforcement of Proposition 65.

1.4 Defendant Alberto-Culver is a business entity that distributes the Covered Product. Alberto-Culver is a company that employs ten or more persons.

1.5 The Parties enter into this Consent Judgment in order to achieve a full settlement of disputed claims between the Parties as alleged in the Complaint for the purpose of avoiding prolonged litigation. Plaintiff David Steinman has diligently prosecuted this matter and is settling this case in the public interest.

1.6 Nothing in the Consent Judgment shall be construed as an admission by Alberto-Culver of any fact, issue of law or violation of law, nor shall compliance with the Consent Judgment constitute or be construed as an admission by Alberto-Culver of any fact, issue of law or violation of law, at any time, for any purpose. Nothing in the Consent Judgment shall prejudice, waive or impair any right, remedy or defense that Alberto-Culver may have in any other or further legal proceedings. Nothing in the Consent Judgment or any document referred to herein, shall be construed as giving rise to any presumption or inference of admission or concession by Alberto-Culver as to any fault, wrongdoing or liability whatsoever.

II. JURISDICTION AND VENUE

For purposes of this Consent Judgment only, the Parties stipulate that this Court has jurisdiction over the subject matter of this action and personal jurisdiction over the Parties, that venue is proper in this Court, and that this Court has jurisdiction to enter a Consent Judgment pursuant to the terms set forth herein.

III. INJUNCTIVE RELIEF

3.1 No Shipping, Distributing, Marketing or Selling of Covered Product Containing More Than 10 ppm of 1,4-Dioxane

Alberto-Culver shall institute a quality control program to ensure that Alberto-Culver does not ship, distribute, market or sell (or cause to be shipped, distributed, marketed or sold) anywhere any Covered Product containing more than 10 parts per million ("ppm") of 1,4-dioxane as measured using the quality control methodology set forth in Exhibit B. Furthermore, Alberto-Culver shall not ship, distribute, market or sell (or cause to be shipped, distributed, marketed or sold) to California any Covered Product containing more than 10 parts per million ("ppm") of 1,4-dioxane as measured using the quality control methodology set forth in Exhibit B. unless Alberto-Culver has provided a clear and reasonable warning consistent with Proposition 65 and as set forth in Section 3.2.

3.2 Clear and Reasonable Warning:

In the event Alberto-Culver ships, distributes, markets or sells (or causes to be shipped, distributed, marketed or sold) the Covered Product in California after the Effective Date of the Agreement that contains more than 10 ppm of 1,4-dioxane, Alberto-Culver shall provide the following clear and reasonable warning to consumers:

"**WARNING:** This product contains a chemical known to the State of California to cause

cancer."

In the event that this warning is required, any warning placed on a label shall be prominently affixed to or printed on the container of the Covered Product so as to be clearly conspicuous, as compared with other statements or designs on the label as to render it likely to be read and understood by an ordinary purchaser or user of the Covered Product.

3.3 **Certification Requirements and Testing**

3.3.1 In the event that Alberto-Culver obtains information through a source other than the testing set forth in Section 3.3.2 of this Consent Judgment, that one or more lots of the Covered Product manufactured after the Effective Date of the Agreement, for sale in California or for distribution to a third party for retail sale in California contains more than 10 ppm of 1,4-dioxane, Alberto-Culver shall have thirty (30) days after receipt of the data, product specifications including product lot code information, and analysis substantiating such levels in which to verify such information. Hereinafter, this date shall be referred to as the "verification date." If the information is demonstrated to be accurate, through testing following the protocol specified in Exhibit B, Alberto-Culver shall take action to ensure that further production lots of the Covered Product contains no more than 10 ppm of 1,4-dioxane, as defined by the quality control methodology set forth in Exhibit B. If Alberto-Culver cannot, within sixty (60) days of the verification date ensure the Covered Product contains no more than 10 ppm of 1,4-dioxane, as defined by the quality control methodology set forth in Exhibit B, then within 60 days of the verification date, Alberto-Culver shall elect either to discontinue the distribution for sale in California of the Covered Product or provide a clear and reasonable warning pursuant to Section 3.2.

3.3.2 Commencing no later than thirty (30) days after the Notice of Entry of Judgment, Alberto-Culver shall, on a quarterly basis, randomly select five (5) samples of each Covered

Product for testing to confirm that the Covered Product conforms to the reformulation standard set forth in section 3.1.

All testing pursuant to this Consent Judgment shall be performed by a laboratory certified by the California Environmental Laboratory Accreditation Program for the analysis of volatile organics in water or a laboratory that is approved by, accredited by, or registered with the United State Food & Drug Administration for the analysis of volatile organics in water. The laboratory shall conduct the testing according to the protocol attached as Exhibit B hereto.

Alberto-Culver shall not be required to conduct further testing of the Covered Product as long as the Covered Product meets the reformulation standard set forth in section 3.1 for four consecutive quarters.

3.3.3 If any Covered Product is found during the first four (4) consecutive quarters to not meet the reformulation standard set forth in section 3.1, Alberto-Culver shall continue to test that specific Covered Product for an additional four (4) consecutive quarters or until the specific Covered Product meets the reformulation standard set out in Section 3.1 for four (4) consecutive quarters, whichever occurs first.

If after eight (8) quarters of testing, any Covered Product fails to comply with the reformulation standard set forth in Section 3.1 for four (4) consecutive quarters, then Alberto-Culver shall, within sixty (60) days of the last test, provide the warning set forth in Section 3.2 or discontinue distribution for sale in California of that Covered Product.

Alberto-Culver shall retain copies of its test data obtained pursuant to Section 3.3 for a period of three years from the date testing commenced and shall provide all test data to David Steinman and the Attorney General upon written request.

IV. PAYMENT

In full and final satisfaction of all claims arising under the Notice of Violation and Complaint, Alberto-Culver shall make a total payment of $50,000.00, payable within ten (10) business days of receiving the Notice of Entry of Consent Judgment. Said payments shall be for the following:

$5,000.00 payable pursuant to Health & Safety Code Section 25249.7 (b) (1). Of this amount, $3,750.00 shall be payable to the Office of Environmental Health Hazard Assessment ("OEHHA") and $1,250.00 shall be payable to Freedom Press. Health & Safety Code Section 25249.12 (c) (1) & (d). Alberto-Culver shall send both payments to David Steinman's counsel who shall be responsible to forward the payment under Health & Safety Code Section 25249.7 (b) (1) to OEHHA along with a copy of the transmittal to Alberto-Culver.

$28,238.00 payable to Freedom Press which includes: A) activities directly related to the investigation and research of consumer products in the marketplace that may contain Proposition 65 listed chemicals, the purchasing, organizing and storage of these products, the testing of those products for lead, arsenic and other toxic chemicals, research into alternatives to the use of toxic chemicals, post settlement monitoring of these products and the continued enforcement of Proposition 65; and B) $5,363.00 as reimbursement to David Steinman for reasonable investigation costs associated with the enforcement of Proposition 65 and other costs incurred as a result of investigating, bringing this matter to Defendant's attention, litigating and negotiating this settlement.

$16,762.00 payable to Michael Freund as reimbursement of David Steinman's attorney's fees. Alberto-Culver's payments shall be wired to Michael Freund's Trust Fund Account.

V. RELEASE AND CLAIMS COVERED

This Consent Judgment is a full, final and binding resolution and release between David Steinman and Alberto-Culver, its parents, shareholders, divisions, subdivisions, subsidiaries, sister companies, affiliates, cooperative members, licensors, licensees, retailers, distributors, wholesalers, agents and representatives, and the officers, directors, employees, attorneys, agents, representatives, predecessors, successors, and assigns of any of them, ("Released Parties") of any violation of Proposition 65 or its implementing regulations or any other statutory or common law claims that have been or could have been asserted in the Complaint for failure to provide clear and reasonable warnings of exposure to 1,4-dioxane from the use of the Covered Product, or any other claim based on the facts or conduct alleged in the Complaint as to such Covered Product.

Furthermore, this Consent Judgment is a full, final and binding resolution and release between David Steinman, acting in the public interest pursuant to Health & Safety Code Section 25249.7 (d) and Alberto-Culver, its parents, shareholders, divisions, subdivisions, subsidiaries, sister companies, affiliates, cooperative members, licensors, licensees, retailers, distributors, wholesalers, agents and representatives, and the officers, directors, employees, attorneys, agents, representatives, predecessors, successors, and assigns of any of them, ("Released Parties") of any violation of Proposition 65 or its implementing regulations for failure to provide clear and reasonable warnings of exposure to 1,4-dioxane from the use of the Covered Product.

Alberto-Culver waives all rights to institute any form of legal action against David Steinman and Freedom Press, Inc., its employees, attorneys, agents, and representatives ("the Releasees") for all actions or statements made or undertaken by the Releasees in the course of seeking enforcement of Proposition 65 in this Action. Alberto-Culver also agrees to indemnify and hold harmless Plaintiff from any such legal action by any of the Released Parties.

VI. CONTINUING OBLIGATIONS

Nothing herein shall be construed as diminishing Alberto-Culver's continuing obligations to comply with Proposition 65.

VII. SEVERABILITY OF UNENFORCEABLE PROVISIONS

In the event that, after entry of this Consent Judgment in its entirety, any of the provisions hereof are subsequently held by a court to be unenforceable, the validity of the enforceable provisions shall not be adversely affected.

VIII. ENFORCEMENT OF CONSENT JUDGMENT

David Steinman may, by motion or as otherwise provided for enforcement of Judgments, seek relief from this Superior Court of the State of California to enforce the terms and conditions contained in this Consent Judgment after its entry by the Court.

IX. APPLICATION OF CONSENT JUDGMENT

This Consent Judgment entered by the Court shall apply to, be binding upon and inure to the benefit of Alberto-Culver, its parents, subsidiaries, affiliates, divisions, subdivisions, officers, directors, shareholders, employees, agents, attorneys, suppliers, manufacturers, successors and assigns, and upon David Steinman on his own behalf and the public interest, as set forth in Paragraph V, as well as to Mr. Steinman's, employees, agents, successors, attorneys and assigns.

X. MODIFICATION OF CONSENT JUDGMENT

This Consent Judgment entered by the Court may be modified only upon written agreement of the Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon a regularly-noticed motion of any Party to the Consent Judgment as provided by law and upon entry of a modified Consent Judgment by the Court.

XI. RETENTION OF JURISDICTION

This Court shall retain jurisdiction of this matter to enforce, modify or terminate the Consent Judgment.

XII. AUTHORITY TO STIPULATE TO THIS CONSENT JUDGMENT

Each signatory to this Consent Judgment certifies that he or she is fully authorized by the Party he or she represents to enter into this Consent Judgment and to execute it on behalf of the party represented and legally to bind that party.

XIII. COURT APPROVAL

This Consent Judgment shall be effective only after it has been executed by the Court ("the Effective Date."). Otherwise, it shall be of no force or effect and cannot be used in any proceeding for any purpose.

XIV. EXECUTION IN COUNTERPARTS

This Consent Judgment may be executed in counterparts and/or by facsimile, which taken together shall be deemed to constitute one document.

XV. NOTICE

All Notice required to be given to either Party to this Consent Judgment by the other shall be sent to the following agents:

FOR DAVID STEINMAN:

David Steinman
Freedom Press, Inc.
1801 Chart Trail
Topanga, CA 90290

Michael Bruce Freund
Law Offices of Michael Freund
1915 Addison Street

Berkeley, CA 94704
Telephone: (510) 540-1992
Facsimile: (510) 540-5543

FOR THE ALBERTO-CULVER CO.:

James M. Mattesich
Nancy Doig
Greenberg Traurig, LLP
1201 K Street, Suite 1100
Sacramento, CA 95814-3938
Telephone: (916) 442-1111
Facsimile: (916) 448-1709

General Counsel
Unilver United States, Inc.
800 Sylvan Ave.
Englewood Cliffs, New Jersey 07632

XVI. GOVERNING LAW

The validity, construction and performance of this Consent Judgment shall be governed by by the laws of the State of California.

XVII. DRAFTING

The terms of this Consent Judgment have been reviewed by the respective counsel for the Parties to this Settlement prior to its signing, and each Party has had an opportunity to fully discuss the terms with counsel. The Parties agree that, in any subsequent interpretation and construction of this Consent Judgment entered thereon, the terms and provisions shall not be construed against either Party.

XVIII. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES

In the event a dispute arises with respect to either party's compliance with the terms of this Consent Judgment entered by the Court, the Parties shall meet either in person or by telephone and endeavor to resolve the dispute in an amicable manner. No action or motion may be filed in the absence of such a good faith attempt to resolve the dispute beforehand. In the event an action

or motion is filed, however, the prevailing party may seek to recover costs and reasonable attorney's fees. As used in the preceding sentence, the term "prevailing party" means a party who is successful in obtaining relief more favorable to it than the relief that the other party was amenable to providing during the parties' good faith attempt to resolve the dispute that is the subject of such enforcement action.

XIX. ENTIRE AGREEMENT

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

XX. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF CONSENT JUDGMENT

This settlement has come before the Court upon the request of the Parties. The Parties request the Court to fully review this settlement and, being fully informed regarding the matters which are the subject of this action, to:

(1) Find that the terms and provisions of this Consent Judgment represent a fair and equitable settlement of all matters raised by the allegations of the Complaint, that the matter has been diligently prosecuted, and that the public interest is served by the Settlement; and

(2) make the findings pursuant to Health & Safety Code § 25249.7 (f), approve the

Settlement and this Consent Judgment.

IT IS SO STIPULATED:

THE ALBERTO-CULVER CO.

Dated: Jan. 23, 2012

On behalf of Alberto-Culver Co.
Deputy General Counsel-Litigation/Antitrust

Dated: _____, 2012

David Steinman

APPROVED AS TO FORM:

Dated: January 23, 2012

GREENBERG TRAURIG

James M. Mattesich
Attorney for Defendant
Alberto-Culver Co.

Dated: _____, 2012

LAW OFFICE OF MICHAEL FREUND

Michael Freund
Attorney for Plaintiff
David Steinman

IT IS SO ORDERED:

Dated: _____

JUDGE, SUPERIOR COURT

Dated: 1-9, 2012

David Steinman

APPROVED AS TO FORM:

Dated: _____, 2012

GREENBERG TRAURIG

James M. Mattesich
Attorney for Defendant
Alberto-Culver Co.

Dated: _____, 2012

LAW OFFICE OF MICHAEL FREUND

Michael Freund
Attorney for Plaintiff
David Steinman

IT IS SO ORDERED:

Dated: _____

JUDGE, SUPERIOR COURT

Settlement and this Consent Judgment.

IT IS SO STIPULATED:

THE ALBERTO-CULVER CO.

Dated: _____, 2012

_____
On behalf of Alberto-Culver Co.

Dated: _____, 2012

_____
David Steinman

APPROVED AS TO FORM:

Dated: _____, 2012

GREENBERG TRAURIG

_____
James M. Mattesich
Attorney for Defendant
Alberto-Culver Co.

Dated: 1/23, 2012

LAW OFFICE OF MICHAEL FREUND

_____
Michael Freund
Attorney for Plaintiff
David Steinman

IT IS SO ORDERED:

Dated: JAN 23, 2012

_____
JUDGE, SUPERIOR COURT
Robert B. Freedman

MICHAEL FREUND
ATTORNEY AT LAW
1915 ADDISON STREET
BERKELEY, CALIFORNIA 94704-1101

TEL 510/540-1992
FAX 510/540-5543
EMAIL FREUND1@AOL.COM

May 11, 2010

Re: Notice of Violation Against Alberto Culver Company for Violation of California Health & Safety Code Section 25249.6

Dear Prosecutors:

I represent David Steinman, a committed environmentalist, journalist, consumer health advocate, publisher and author. His major books include Diet for a Poisoned Planet (1990, 2007); The Safe Shopper's Bible (1995); Living Healthy in a Toxic World (1996); and Safe Trip to Eden: Ten Steps to Save the Planet Earth from Global Warming Meltdown (2007). Through this Notice of Violation, Mr. Steinman seeks to reduce exposure to 1,4 -dioxane.

This letter constitutes notification that Alberto Culver Company has violated the warning requirement of Proposition 65, the Safe Drinking Water and Toxic Enforcement Act (commencing with section 25249.5 of the Health and Safety Code).

In particular, this company has manufactured and distributed products which have exposed and continue to expose numerous individuals within California to 1,4-dioxane. This chemical was listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer on January 1, 1988. The time period of these violations commenced one year after the listed dates above. The primary route of exposure has been through dermal contact with the products. Additional exposures may occur through oral and inhalation exposure.

Alberto Culver Company is exposing people to 1,4-dioxane from the following product: St. Ives Energizing Citrus Body Wash.

Proposition 65 requires that a clear and reasonable warning be provided prior to exposure to certain listed chemicals. Alberto Culver Company is in violation of Proposition 65 because the company failed to provide a warning to persons using their products that they are being exposed to 1,4-dioxane. (22 C.C.R. section 12601.) While in the course of doing business, Alberto Culver Company is knowingly and intentionally exposing people to these chemicals without first providing clear and reasonable warning. (Health and Safety Code section 25249.6.) The method of warning should be a warning that appears on the product's label. 22 C.C.R. section 12601 (b)(1) (A).

Proposition 65 requires that notice and intent to sue be given to a violator 60-days before the suit is filed. With this letter, David Steinman gives notice of the alleged violation to the noticed party and the appropriate governmental authorities. This notice covers all violations of Proposition 65 that are currently known to Mr. Steinman from information now available to us. Mr. Steinman is continuing his investigation that may reveal further violations. A summary of

EXHIBIT A

CERTIFICATE OF MERIT

Health and Safety Code Section 25249.7 (d)

I, Michael Freund hereby declare:

1. This Certificate of Merit accompanies the attached Amended Notice of Violation in which it is alleged that the party identified in the Notice has violated Health and Safety Code Section 25249.6 by failing to provide clear and reasonable warnings.

2. I am the attorney for the noticing party David Steinman. Mr. Steinman is a committed environmentalist, journalist, consumer health advocate, publisher and author. The Notice of Violation alleges that the party identified has exposed persons in California to 1,4-dioxane from the specified consumer product. Please refer to the Notice of Violation for additional details regarding the alleged violations.

3. I have consulted with one or more persons with relevant and appropriate experience or expertise who has reviewed facts, studies, or other data regarding the alleged exposure to the listed chemical that is the subject of the action. In particular, I have consulted with the primary chemist who conducted the laboratory testing for 1,4-dioxane of this product and I have relied on the testing results. The testing was conducted by a reputable testing laboratory by experienced scientists. These facts, studies or other data derived through this investigation overwhelmingly demonstrate that the party identified in the Notice of Violation exposes persons to 1,4-dioxane through dermal contact. There may be additional exposures through inhalation and oral exposure.

4. Based on my consultation with an experienced scientist in this field, the results of laboratory testing, as well as the published studies on 1,4-dioxane, it is clear that there is sufficient evidence that human exposures exist from exposure to the product from the noticed party. Furthermore, as

a result of the above, I have concluded that there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a credible basis that all elements of the plaintiff's case can be established and the information did not prove that the alleged violator will be able to establish any of the affirmative defenses set forth in the statute.

5. The copy of this Certificate of Merit served on the California Attorney General attaches to it factual information sufficient to establish the basis for this certificate, including the information identified in Health & Safety Code Section 25249.7 (h) (2), i.e., (1) the identity of the persons consulted with and relied on by the certifier, and (2) the facts, studies or other data reviewed by those persons.

Dated: May 11, 2010

Michael Freund
Attorney for David Steinman

CERTIFICATE OF SERVICE

I am a citizen of the United States and a resident of the County of Alameda. I am over the age of eighteen years and not a party to the within entitled action; my business address is 1915 Addison Street, Berkeley, California 94704. On May 11, 2010 I served the within:

Notice of Violation and Certificate of Merit (Supporting documentation pursuant to 11 CCR section 3102 sent to Attorney General only)

on the parties in said action, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States Post Office mail box in Oakland, California to said parties addressed as follows:

See Attached Service List

I, Michael Freund, declare under penalty of perjury that the foregoing is true and correct.

Executed on May 11, 2010 at Berkeley, California.

MF

Michael Freund

Michael Freund SBN 99687
Law Office of Michael Freund
1915 Addison Street
Berkeley, CA 94704
Telephone: (510) 540-1992
Facsimile: (510) 540-5543

Attorney for Plaintiff David Steinman

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

DAVID STEINMAN

Plaintiff,

v.

ALBERTO-CULVER USA, INC. and DOES 1-100

Defendants.

_____/

Case No. ~~RG10526999~~ RG10526999

~~[PROPOSED]~~ STATUTORY FINDINGS AND ORDER APPROVING SETTLEMENT

Date: March 23, 2012
Time: 10:00 a.m.
Dept.: 20

This matter having come on calendar pursuant to a regularly noticed motion and the Court having reviewed all the evidence submitted in support of Plaintiff David Steinman's motion in this case, hereby makes the following findings pursuant to Health & Safety Code Section 25249.7 (f) (4):

1) Any warnings that may be required by the settlement fully comply with Proposition 65.

2) The attorney's fees provision in the settlement is reasonable under California law; and

3) The civil penalty is reasonable based on the criteria set forth in Health & Safety Code Section

25249.7 (b) (2) and 11 CCR Section 3203.

IT IS HEREBY ORDERED that the Settlement is approved.

Dated: March 23, 2012

Judge of the Superior Court

Robert B. Freedman