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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. 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           enanthate], 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.

27 ///

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., 31<sup>st</sup> 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

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

21  
22  
23 By: Patrick Mooney  
24 Patrick Mooney  
25 President  
26  
27  
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10 **IT IS SO STIPULATED.**

11 Date: June \_\_, 2007

KATHERINE LEE BUCKLAND, an individual

12  
13 By: \_\_\_\_\_  
Katherine Lee Buckland

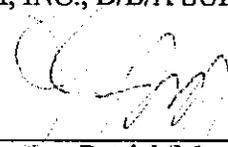
14  
15 Date: June \_\_, 2007

CALIFORNIA WOMEN'S LAW CENTER

16  
17 By: \_\_\_\_\_  
Katherine Lee Buckland  
Executive Director

18  
19 *July 12*  
20 Date: June \_\_, 2007

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

21  
22   
23 By: \_\_\_\_\_  
Patrick Mooney  
President

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