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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]
**[PROPOSED] CONSENT
JUDGMENT ONLY AS TO
DEFENDANT ARTERIO, INC. D/B/A
CARDIOVASCULAR RESEARCH &
ECOLOGICAL FORMULAS**
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 Arterio, Inc. d/b/a Cardiovascular Research & Ecological Formulas (hereinafter “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. Each Regulated Chemical is a chemical known to the State of California to cause cancer and/or reproductive toxicity pursuant to Cal. 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** Plaintiffs 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. Since its founding in 1989, CWLC has served
10 as a unique advocate in California, working in collaboration with others to protect, secure and
11 advance the comprehensive civil rights of women and girls. The CWLC works to ensure,
12 through systemic change, that life opportunities for women and girls are free from unjust social,
13 economic, and political constraints. CWLC is based in Los Angeles, and was incorporated
14 under the laws of the State of California in 1989.

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

23 **2.3** Defendant is a corporation that directly or indirectly sells Products to California
24 consumers, which Products Plaintiffs allege contain a chemical or chemicals listed by the State
25 of California as known to cause cancer and/or reproductive toxicity pursuant to the Safe
26 Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code
27 §25249.5 *et seq.* (“Proposition 65”); Title 22, California Code of Regulations §12000 *et seq.*

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1 **2.4** On February 9, 2006, CWLC served Defendant and each of the appropriate public
2 enforcement agencies with a “60-Day Notice” that provided Defendant and the public
3 enforcement agencies with a notice alleging that Defendant was in violation of Proposition 65
4 for failing to warn the purchasers of, and individuals using, the Products that the use of the
5 Products exposes them to Regulated Chemicals. Defendant stipulates for the purpose of this
6 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 February 9, 2006, Ms. Buckland, pursuant to Civil Code §1782 served
11 Defendant with a notice letter (the “CLRA Notice” -- collectively with the 60-Day Notice,
12 “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 Ms. Buckland alleged violations of the CLRA, Business & Professions Code §§17200 *et seq.*
27 and 17500 *et seq.*, and Civil Code §§1709 and 1710, against Defendant. Ms. Buckland alleged
28 no claim, directly or indirectly, pursuant to Proposition 65 (H&S Code §25249.5 *et seq.*) in the

1 First Amended Complaint. CWLC alleged violations of Proposition 65 (H&S Code §25249.5 *et*
2 *seq.*) in the First Amended Complaint against Defendant. On August 21, 2006, Ms. Buckland
3 filed a Supplemental Complaint. On November 6, 2006, CWLC filed a Second Amended
4 Complaint and Ms. Buckland filed a First Amended Supplemental Complaint (collectively
5 “Complaints”).

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

11 **2.8** Defendant denies that the Products have been or are in violation of any law, and
12 further contend that all Products have been and are safe for use as directed. However, the Parties
13 desire to resolve this matter (including the Notices, Complaints and all related matters) without
14 further litigation or cost.

15 **2.9** The Parties enter into this Consent Judgment to settle certain disputed claims as
16 alleged in the Notice and the Complaints, to avoid prolonged and costly litigation, and to
17 promote the public interest. By executing and complying with this Consent Judgment, no Party
18 admits any allegations, facts or conclusions of law including, but not limited to, any facts or
19 conclusions of law regarding any violations of the California Legal Remedies Act (Civil Code
20 §1750 *et seq.*), the Unlawful Competition Law (B&P Code §17200 *et seq.*), the False
21 Advertising Law (B&P Code §17500 *et seq.*), Civil Code §§1709 and 1710, Proposition 65
22 (Health & Safety Code §25249.5 *et seq.*) the United States Food, Drug and Cosmetic Act, or any
23 other statutory, common law or equitable claim or requirement relating to or arising from
24 Defendant’s Products. This Consent Judgment shall not be construed as an admission by
25 Defendant as to any of the allegations in the 60-Day Notice, the CLRA Notice, or the
26 Complaints.

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1 **3. Injunctive Relief.**

2 **3.1 Future Product Sales Require a Warning.**

3 Pursuant to Civil Code §1782(d), and B&P Code §§17203 and 17535, and Health &
4 Safety Code §25249.7(a), the sale of a Product by Defendant directly or indirectly to consumers
5 in California shall be accompanied by a warning. This warning shall be provided both by
6 (a) product labeling pursuant to Paragraph 3.1.1; and (b) warnings for any mail order and
7 Internet sales pursuant to Paragraph 3.1.2.

8 **3.1.1 Product Label Warnings**

9 At the earliest such time when, in the ordinary course of business, new labels for the
10 Products are printed on or after December 1, 2007, Defendant shall include: on the label of each
11 of its Products that it manufactures and ships for sale into California, (in the same type size as
12 the surrounding, non-heading text), the following warning, including the specific name or names
13 of the Regulated Chemicals where shown:

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

19 **3.1.2 Additional Warnings for Mail Order or Internet Sales**

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

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

27 (2) For such Internet sales, the warning language required under this Consent
28 Judgment at paragraph 3.1.1 shall be displayed (in the same type size as the surrounding, non-

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

8 **3.2** Pursuant to Civil Code §1782(d) and B&P Code §§17203 and 17535, and Health
9 & Safety Code §25249.7(a), and effective when, in the ordinary course of business, new labels
10 and advertising, marketing, mail order catalog or Internet-based descriptions of each of its
11 respective Products are printed or posted electronically on or after December 1, 2007, Defendant
12 agrees to remove any claims prohibited by the U.S. Food and Drug Administration under Title
13 21 United States Code §321(g) and Title 21 Code of Federal Regulation, Part 310.530, Over-
14 The-Counter Topically Applied Hormone Drug Products made by Defendant for any of its
15 respective Products.

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

17 **4.1** In lieu of damages or penalties, Defendant shall pay to the CWLC the sum of
18 \$2,000.00 ("Settlement Amount"), and shall make that payment to the Client Trust Account of
19 the Carrick Law Group P.C., by wire transfer, certified or bank check in immediately available
20 funds. This Settlement Amount shall be due and payable within five (5) calendar days after the
21 date of notice of entry of this Consent Judgment. This Settlement Amount shall be disbursed
22 promptly thereafter by the Carrick Law Group P.C. to the CWLC.

23 **5. Claims Covered and Released.**

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

1 Advertising Law, Civil Code §§1709 and 1710, Proposition 65, or any other law that was or
2 could have been asserted by Plaintiffs arising from or related to Defendant's Products up through
3 the date of entry of this Consent Judgment, including, but not limited to any claims for
4 attorneys' fees and costs (collectively "Claims"). Plaintiffs hereby release Defendant and
5 Defendant's Releasees (as defined below) and waive all rights to institute or participate in,
6 directly or 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's 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, and Plaintiff Buckland expressly agrees that she will dismiss
18 the pending appeal as to the Defendant, which was initiated by notice of appeal filed on
19 August 17, 2006.

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

27 **7. Enforcement of Consent Judgment.** Any Party may, by noticed motion or order to
28 show cause before the Superior Court of Los Angeles, enforce this Consent Judgment. To

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

9 **8. Application of Consent Judgment.** Paragraphs 3, 5 and 6 of this Consent Judgment
10 shall apply to, be binding upon and inure to the benefit of the Parties, Ms. Buckland and the
11 CWLC, their divisions, subdivisions, subsidiaries, affiliates, successors, predecessors and
12 assigns, and the directors, officers, employees, legal counsel, consultants and agents of each of
13 them, as applicable, and will inure to the benefit of the Parties' parent companies, subsidiaries
14 and affiliates, all suppliers, distributors, wholesalers, retailers and contract manufacturers, and all
15 of their respective directors, officers, employees, legal counsel, consultants and agents.

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

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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.

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

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

24 **14. Authority to Stipulate to Consent Judgment.** Each signatory to this Consent Judgment
25 represents and warrants that each signatory has all requisite power, authority and legal right
26 necessary to execute and deliver this Consent Judgment and to perform and carry out the
27 transactions contemplated by this Consent Judgment. Each signatory to this Consent Judgment
28 represents that each has been duly authorized to execute this Consent Judgment. No other or

1 further authorization or approval from any person will be required for the validity and
2 enforceability of the provisions of this Consent Judgment, except entry by the Court.

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

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

8 **17. Notices.**

9 **17.1** All correspondence and notices required by this Consent Judgment to Ms.
10 Buckland 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:

19 Roger Lane Carrick, Esq.
20 The Carrick Law Group, P.C.
21 350 S. Grand Avenue, Suite 2930
22 Los Angeles, CA 90071-3406
23 Tel: (213) 346-7930
24 Fax: (213) 346-7931
25 E-mail: roger@carricklawgroup.com

16 **17.2** All correspondence and notices required by this Consent Judgment to CWLC shall
17 be sent to:

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

With a copy to:

26 Roger Lane Carrick, Esq.
27 The Carrick Law Group, P.C.
28 350 S. Grand Avenue, Suite 2930
Los Angeles, CA 90071-3406
Tel: (213) 346-7930
Fax: (213) 346-7931
E-mail: roger@carricklawgroup.com

23 **17.3** All correspondence and notices required by this Consent Judgment to Defendant
24 shall be sent as follows:

25 Jonathan Rothschild
26 President
27 Arterio, Inc d/b/a Ecological
28 Formulas
1061-B Shary Circle
Concord, CA 94518

With a copy to:

Trenton H. Norris, Esq.
Bingham McCutchen LLP
Three Embarcadero Center, Suite 2500
San Francisco, CA 94111-4067
Tel: (415) 393-2602
Fax: (213) 393-2286
E-mail: trent.norris@bingham.com

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

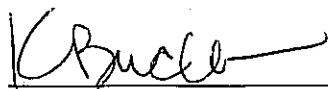
6 **19. Jurisdiction.** This Court shall retain jurisdiction of this matter to implement this Consent
 7 Judgment.

8 **20. Compliance with Reporting Requirements.** CWLC shall comply with the reporting
 9 form requirements referred to in Health and Safety Code section 25249.7(f) and established in
 10 Title 11 of the California Code of Regulations sections 3000-3008. Copies of all such reports
 11 shall be supplied as provided in Paragraph 17.

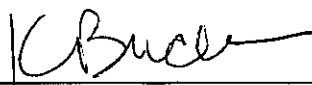
12 **21. Non-Interference in Settlement Approval Process.** The Parties will cooperate, as well
 13 as use their respective best efforts, to secure the Attorney General's approval of this Consent
 14 Judgment, and not to seek his disapproval of any portion of this Consent Judgment.

15 **IT IS SO STIPULATED.**

16 Date: October 2, 2007 KATHERINE LEE BUCKLAND, an individual

17
 18 By: 
 19 KATHERINE LEE BUCKLAND

20 Date: October 2, 2007 CALIFORNIA WOMEN'S LAW CENTER

21
 22 By: 
 23 KATHERINE LEE BUCKLAND
 Executive Director

24 Date: October __, 2007 ARTERIO, INC. d/b/a CARDIOVASCULAR
 25 RESEARCH & ECOLOGICAL FORMULAS

26
 27 By: _____
 28 JONATHAN ROTHSCHILD
 President

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

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7 Judgment.

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9 form requirements referred to in Health and Safety Code section 25249.7(f) and established in
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11 shall be supplied as provided in Paragraph 17.

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13 as use their respective best efforts, to secure the Attorney General's approval of this Consent
14 Judgment, and not to seek his disapproval of any portion of this Consent Judgment.

15 **IT IS SO STIPULATED.**

16 Date: October __, 2007 KATHERINE LEE BUCKLAND, an individual

17
18 By: _____
KATHERINE LEE BUCKLAND

19
20 Date: October __, 2007 CALIFORNIA WOMEN'S LAW CENTER

21
22 By: _____
KATHERINE LEE BUCKLAND
Executive Director

23
24 Date: October 16, 2007 ARTERIO, INC. d/b/a CARDIOVASCULAR
25 RESEARCH & ECOLOGICAL FORMULAS

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27 By: Jonathan Rothschild
JONATHAN ROTHSCILD
28 President

1 **FINDINGS AND ORDER**

2 1. In light of the findings below, and based upon the Court’s review of the proposed
3 stipulated Consent Judgment executed by the Plaintiffs and Defendant, and the papers filed in
4 support of this Motion to Enter the stipulated Consent Judgment, in a manner consistent with
5 Code of Civil Procedure §664.6, the Court finds that this Consent Judgment is just, and serves
6 and will serve the public interest.

7 2. The Court finds that the warnings that are or may be required in Paragraph 3 of
8 the stipulated Consent Judgment in this matter regarding the sale of certain products by
9 Defendant complies with the provisions of Health & Safety Code §§25249.6 and
10 25249.7(f)(4)(A).

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

21 4. The Court finds that the plaintiff California Women’s Law Center will
22 compensate its attorney of record, Carrick Law Group., P.C., in the aggregate amount of \$800.00
23 in attorneys’ fees, based upon a written contingent fee contract between those entities. The
24 Court finds, pursuant to Health & Safety Code §25249.7(f)(4)(B), that these attorneys’ fees are
25 reasonable under California law.

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

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: _____

ROBERT L. HESS
JUDGE OF THE SUPERIOR COURT