

**State of California - Department of Justice - Attorney General's Office - Proposition 65 Enforcement Reporting**

**Attention: Prop 65 Coordinator, 1515 Clay Street, Suite 2000, Oakland, CA 94612**

FORM JUS 1501  
(03-01)

**PRIVATE ENFORCEMENT FILING - Health and Safety Code section 25249.7(e) and (f)**

**REPORT OF SETTLEMENT**

Please print or type required information

☒ Original Filing    ☐ Supplemental Filing    ☐ Corrected Filing

<b>PARTIES TO THE ACTION</b>	PLAINTIFF(S) <b>Chris Manthey, Benson Chiles</b>				
	DEFENDANT(S) INVOLVED IN SETTLEMENT <b>Omega Protein, Inc.</b>				
<b>CASE INFO</b>	COURT DOCKET NUMBER <b>CGC-10-497334</b>			COURT NAME <b>San Francisco Superior Court</b>	
	SHORT CASE NAME <b>Manthey, et al v. CVS Pharmacy, et al.</b>				
<b>REPORT INFO</b>	INJUNCTIVE RELIEF				
	PAYMENT: CIVIL PENALTY		PAYMENT: ATTORNEYS FEES		For Internal Use Only
			PAYMENT: OTHER <b>\$30,000</b>		
	WILL SETTLEMENT BE SUBMITTED TO COURT? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		IF YES, AFTER ENTRY OF JUDGMENT BY COURT, REPORT OF ENTRY OF JUDGMENT MUST BE SUBMITTED TO ATTORNEY GENERAL		
			DATE SETTLEMENT SIGNED <b>07 / 11 / 2012</b>		
<b>COPY OF SETTLEMENT MUST BE ATTACHED</b>					
<b>FILER INFO</b>	NAME OF CONTACT <b>Laura J. Baughman</b>				
	ORGANIZATION <b>Baron &amp; Budd, P.C.</b>			TELEPHONE NUMBER <b>((214)) 521-3605</b>	
	ADDRESS <b>3102 Oak Lawn Avenue, Suite 1100</b>			FAX NUMBER <b>((214)) 520-1181</b>	
	CITY <b>Dallas</b>		STATE <b>TX</b>	ZIP <b>75219-4281</b>	E-MAIL ADDRESS <b>lbaughman@baronbudd.com</b>

**FILING INSTRUCTIONS:** This form can be completed online and printed. If electronic filing is not available, mail the completed form with a copy of the settlement to the attention of the Prop 65 Coordinator at the address shown above. If you need additional space to complete this form please use an attachment.

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2 Rhonda S. Goldstein (SBN 250387)  
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6 Attorneys for Defendant  
7 OMEGA PROTEIN, INC.

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF SAN FRANCISCO

10 CHRIS MANTHEY; BENSON CHILES and  
11 MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION,

12 Plaintiffs,

13 v.

14 CVS PHARMACY, INC.; GENERAL  
15 NUTRITION CORPORATION; NOW  
HEALTH GROUP, INC.; OMEGA PROTEIN,  
16 INC.; PHARMAVITE LLC; RITE AID  
CORPORATION; SOLGAR, INC.; and  
17 TWINLAB CORPORATION,

18 Defendants.

CASE NO. CGC-10-497334

**DEFENDANT OMEGA PROTEIN,  
INC.'S STATUTORY OFFER OF  
COMPROMISE TO PLAINTIFFS (C.C.P.  
§ 998)**

Dept.: 304  
Judge: Hon. Richard A. Kramer  
Trial Date: None set  
ACTION FILED: MARCH 2, 2010

1 TO PLAINTIFFS AND THEIR ATTORNEYS OF RECORD:

2 Pursuant to Section 998 of the California Code of Civil Procedure, Defendant Omega  
3 Protein, Inc. ("Defendant") hereby offers to allow judgment to be entered against it in the above-  
4 captioned matter for Thirty Thousand Dollars and No Cents (\$30,000.00) in satisfaction of all  
5 claims for damages, restitution, costs, expenses and any other relief, including all prejudgment  
6 interest and attorneys' fees, that Plaintiffs Chris Manthey and Benson Chiles ("Plaintiffs") seek or  
7 could have sought in the above-captioned action.

8 Said offer shall remain open for acceptance by Plaintiffs for thirty (30) days from the date of  
9 service hereof, and if not accepted within that time or by the commencement of trial, whichever  
10 occurs first, it shall be deemed withdrawn and cannot be given in evidence upon the trial.  
11 Plaintiffs may accept this offer by having their counsel sign the attached statement that the offer is  
12 accepted and returning it to Defendant's counsel. *See* Cal. Civ. Proc. Code § 998(b). Because the  
13 stated amount of this offer is inclusive of attorneys' fees and costs incurred up to the date of the  
14 offer, acceptance of this offer and the stated amount constitutes an agreement that each party will  
15 bear its own costs and expenses, including attorneys' fees. Furthermore, to the extent that Mateel  
16 Environmental Justice Foundation, or its attorneys, claims any relief or entitlement to any attorneys'  
17 fees, costs, or other monetary relief in this action, Plaintiffs and their counsel agree to hold  
18 Defendant harmless against any such claims.

19 The parties acknowledge that Proposition 65 requires court approval of this proposed  
20 settlement and therefore Plaintiffs' acceptance of this offer entails an agreement of the parties to  
21 cooperate in seeking Court approval of the proposed judgment.

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1           WARNING: Failure to accept this offer can result in Plaintiffs being unable to recover costs  
2 of suit or attorney's fees in this action incurred after this offer. Failure to accept this offer can also  
3 result in Plaintiffs being ordered to pay Defendant's costs incurred after this offer, which may  
4 include Defendant's reasonable expert witness fees for case preparation and trial testimony, and  
5 may include, if the statutory factors are met, Defendant's attorneys' fees. See Cal. Civ. Proc. Code  
6 § 998 (c)(1).

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8 DATED: July 10, 2012

ARNOLD & PORTER LLP

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10 By: Trenton H. Norris  
11 TRENTON H. NORRIS

12 Attorneys for Defendant  
13 OMEGA PROTEIN, INC.  
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On July 10, 2012, I served the following document(s):

I served the document(s) on the following person(s):

Laura Baughman  
Baron & Budd, PC  
3102 Oak Lawn Ave., Suite 1100  
Dallas, TX 75219-4281  
lbaughman@baronbudd.com

**By Electronic Service (E-mail).** Based on a court order or an agreement of the parties to service by electronic transmission, I transmitted the document(s) and a copy of this notification to the person(s) at the electronic notification address(es) listed above on July 10, 2012 at 5:00 p.m. PST. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Dated: July 10, 2012

Signature: Del E. Soza  
Type or Print Name: Delicia E. Soza