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Attorneys for Defendant
San Francisco Herb & Natural Food Co. dba
Nature's Herb Company

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA**

ENVIRONMENTAL RESEARCH CENTER,
INC.,

Plaintiff,

v.

SAN FRANCISCO HERB & NATURAL
FOOD CO. dba NATURE'S HERB
COMPANY; and DOES 1-50, inclusive,

Defendants.

CASE NO. RG12653042

ASSIGNED FOR ALL PURPOSES TO
JUDGE George C. Hernandez, Jr.
DEPARTMENT 17

STIPULATED CONSENT JUDGMENT

1
2
3 **1. INTRODUCTION**

4 1.1 On October 22, 2012, Plaintiff Environmental Research Center (“ERC”), a non-profit
5 corporation, as a private enforcer and in the public interest, initiated this action by filing a Complaint for
6 Injunctive Relief and Civil Penalties (“Complaint”) pursuant to the provisions of California’s Safe
7 Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code § 25249.5, *et*
8 *seq.* (also known as and hereinafter referred to as “Proposition 65”), against Defendant SAN
9 FRANCISCO HERB & NATURAL FOOD CO. dba NATURE’S HERB COMPANY (“SAN
10 FRANCISCO HERB” or “Defendant”). ERC and SAN FRANCISCO HERB are hereinafter sometimes
11 referred to individually as a “Party” or collectively as the “Parties”.

12
13 1.2 ERC is a California non-profit corporation dedicated to, among other causes, helping
14 safeguard the public from health hazards by reducing the use and misuse of hazardous and toxic
15 chemicals, facilitating a safe environment for consumers and employees, and encouraging corporate
16 responsibility.

17
18 1.3 SAN FRANCISCO HERB is a California company. The Parties agree there is no dispute
19 that SAN FRANCISCO HERB employs ten or more persons and is a “person in the course of doing
20 business” within the meaning of Proposition 65 for the purposes of this Consent Judgment.

21 1.4 On October 21, 2011 and March 8, 2012, pursuant to California Health and Safety Code
22 § 25249.7(d)(1), ERC served Notices of Violations of Proposition 65 (“Notices of Violations”) on the
23 California Attorney General, other public enforcers, and SAN FRANCISCO HERB. True and correct
24 copies of the Notices of Violations are attached hereto as **Exhibit A**. The Notices of Violations contain
25 allegations that SAN FRANCISCO HERB, without giving a required clear and reasonable warning, have
26 exposed and continue to expose individuals in California to lead, a chemical listed under Proposition 65
27
28

1 as a carcinogen and reproductive toxin, by manufacturing, marketing, distributing and/or selling the
2 products identified in the Notices of Violations. More than 60 days have passed since the service of each
3 of the Notices of Violations, and neither the California Attorney General nor any other public enforcer
4 has filed suit against Defendant with regard to the products identified in the Notices of Violations.

5
6 1.5 The Complaint is based on the October 21, 2011 and March 8, 2012 Notices of Violations
7 and contains allegations that SAN FRANCISCO HERB has exposed and continues to expose persons in
8 California who use and/or handle the products identified in the Notices of Violations to the chemical lead
9 in excess of the exposure levels allowed under Proposition 65 without first providing clear and
10 reasonable warnings, in violation of California Health and Safety Code § 25249.6. SAN FRANCISCO
11 HERB filed an Answer to the Complaint and denies all material allegations, asserts affirmative defenses
12 to the alleged Proposition 65 violations, and specifically denies that those products require Proposition 65
13 warnings or otherwise harm any person.
14

15 1.6 The following forty-one (41) products, which are identified in the Notices of Violations,
16 are the only products covered by this Consent Judgment:

- 17 1. Nature's Herb Co. Fo-ti Root
- 18 2. Nature's Herb Co. Astragalus
- 19 3. Nature's Herb Co. FatLess
- 20 4. Nature's Herb Co. Bob's Blend
- 21 5. Nature's Herb Co. Laxative Blend
- 22 6. Nature's Herb Co. Male Power Formula
- 23 7. Nature's Herb Co. Bee Pollen
- 24 8. Nature's Herb Co. Ginger
- 25 9. Nature's Herb Co. Green Energy
- 26 10. Nature's Herb Co. Gotu Kola
- 27 11. Nature's Herb Co. Eyebright
- 28 12. Nature's Herb Co. Milk Thistle Seed
13. Nature's Herb Co. Burdock Root
14. Nature's Herb Co. Dong Quai
15. Nature's Herb Co. Dandelion Root

- 1 16. Nature's Herb Co. Ginkgo Biloba
- 2 17. Nature's Herb Co. My Helping Heart
- 3 18. Nature's Herb Co. Female Hormone Balance
- 4 19. Nature's Herb Co. Detox
- 5 20. Nature's Herb Co. Healthy Kidney & Bladder
- 6 21. Nature's Herb Co. Fasting Blend
- 7 22. ■ Nature's Herb Co. Ginseng, Chinese
- 8 23. Nature's Herb Co. Licorice
- 9 24. Nature's Herb Co. Eleuthro Root
- 10 25. Nature's Herb Co. Colon Cleansing
- 11 26. Nature's Herb Co. Healthy Hair, Skin, And Nail
- 12 27. Nature's Herb Co. Kudzu Root
- 13 28. Nature's Herb Co. Standardized Green Tea
- 14 29. Nature's Herb Co. Relaxing
- 15 30. ■ Nature's Herb Co. Stress Relief Formula
- 16 31. Nature's Herb Co. Support for Aging Men
- 17 32. Nature's Herb Co. Suma Root
- 18 33. ■ Nature's Herb Co. Passion Flower
- 19 34. Nature's Herb Co. Uva Ursi
- 20 35. ■ Nature's Herb Co. Support for Aging Women
- 21 36. Nature's Herb Co. Valerian Root
- 22 37. Nature's Herb Co. Red Clover
- 23 38. Nature's Herb Co. Neem Leaf
- 24 39. Nature's Herb Co. Psyllium Husk
- 25 40. Nature's Herb Co. Psyllium Seed
- 26 41. Nature's Herb Co. Watercress

27 These forty-one (41) products are hereinafter referred to collectively as "Covered Products."

28 1.7 SAN FRANCISCO HERB denies and disputes the claims asserted in the Notices of Violations and the Complaint. Furthermore, SAN FRANCISCO HERB contends that any lead present in the Covered Products is the result of naturally occurring levels, as provided for in California Code of Regulations, Title 27, Section 25501(a). Furthermore, SAN FRANCISCO HERB maintains that all of its products satisfy applicable federal standards and requirements.

1 1.8 The Parties enter into this Consent Judgment in order to settle disputed claims between
2 them and to avoid prolonged and costly litigation.

3 1.9 Nothing in this Consent Judgment, nor compliance with this Consent Judgment, shall
4 constitute or be construed as an admission by the Parties of any fact, issue of law, or violation of law, at
5 any time, for any purpose. Nothing in this Consent Judgment shall be construed as giving rise to any
6 presumption or inference of admission or concession or waiver of a defense by SAN FRANCISCO
7 HERB as to any fault, wrongdoing or liability whatsoever, including, but not limited to, any alleged
8 violation of Proposition 65.

9 1.10 Except as expressly provided herein, nothing in this Consent Judgment shall prejudice,
10 waive or impair any right, remedy or defense that the Parties may have in any other or further legal
11 proceedings. This paragraph shall not diminish or otherwise affect the obligations, responsibilities, and
12 duties of any Party to this Consent Judgment.

13 1.11 The "Effective Date" of this Consent Judgment shall be June 30, 2014.

14 1.12 The only products covered by this Consent Judgment are the Covered Products, and the
15 only chemical covered by this Consent Judgment is the chemical lead as related to the Covered Products
16 only. No provision of this Consent Judgment shall apply to SAN FRANCISCO HERB's operations
17 outside of the State of California unless, and only to the extent that, such operations result in shipment or
18 sale of Covered Products into California.

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22 **2. JURISDICTION AND VENUE**

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

27 **3. INJUNCTIVE RELIEF**

1 **3.1 Compliance Date**

2
3 The “Compliance Date” of this Consent Judgment shall be five (5) days after this Consent
4 Judgment is entered by the Court.

5
6 **3.2 Warnings**

7 On and after the Compliance Date, Defendant shall be permanently enjoined from manufacturing
8 for sale in California, Distributing into California, in any way arranging for or participating in the sale to
9 any consumer located in California, or directly selling to any consumer located in California any of the
10 Covered Products without complying with one or more of the warning methods set forth in Sections 3.2
11 to 3.4.(d) below. The term “Distributing into California” means to ship any of the Covered Products into
12 California for sale in California or to sell or provide any of the Covered Products to any person or entity
13 SAN FRANCISCO HERB knows intends to or will ship any of the Covered Products into or sell the
14 Covered Products in California.
15

16 **3.3 On-Product Warning**

17 The following warning shall be permanently affixed to or printed on each product label:
18

19 **WARNING: This product contains a chemical known to the State of**
20 **California to cause [cancer and] birth defects or other reproductive harm.**
21

22 The words “cancer and” shall only be used if the maximum daily dose recommended on the label
23 contains more than 15 micrograms of lead. The warning shall be prominently affixed to or printed on the
24 product label with such conspicuousness, as to render it likely to be read and understood by an ordinary
25 individual under customary conditions of purchase or use. The warning shall be at least the same size as
26 the largest of any other health or safety warnings on the product label, and the word “WARNING” shall
27 be in capital letters and in bold print. The warning shall be contained in the same section of the product
28

1 label that states other safety warnings concerning the use of the product if such other safety warnings are
2 on the product label. If the warning is affixed to the product with a sticker, SAN FRANCISCO HERB
3 must use a permanent adhesive. No other statements relating to Proposition 65 or lead may accompany
4 the warning. Nothing in this Settlement Agreement shall be construed to require SAN FRANCISCO
5 HERB to continue to provide a warning for Covered Products hereunder if SAN FRANCISCO HERB
6 modifies or reformulates the Covered Products so the amount of lead contained in the Covered Products
7 is below the threshold required for a warning under Proposition 65. SAN FRANCISCO HERB shall
8 provide ERC with a minimum of thirty (30) days notice prior to discontinuation of a warning for Covered
9 Products pursuant to this Section.
10

11 12 **3.3 Warning for Internet and Telephone Orders**

13 For sales of Covered Products made directly to consumers, such as through telephone orders,
14 Internet sales, or other methods by which Covered Products are shipped directly to California consumers,
15 the warning language above shall be provided in a clear and reasonable manner on the paper invoice or a
16 shipping package insert when a SAN FRANCISCO HERB product is shipped to a California address.
17 The warning will be displayed in a conspicuous manner, as compared to other words, statements, designs
18 or devices on an invoice, or shipping package insert. For shipping package inserts, the insert would be a
19 minimum size of 5" by 7". The warning language on an invoice or shipping package insert would be at
20 least the same size as the largest of any other health or safety warnings that appear on the invoice or
21 shipping package insert. If no other health or safety warnings appear on the invoice or shipping package
22 insert, the warning language type size will be at least as tall as the largest letter or numeral used in the
23 name or price of the product printed on the shipping invoice. In the alternative, SAN FRANCISCO
24 HERB can provide the warning on the outside packaging or container of each unit in compliance with
25 Section 3.2 or, for Internet orders, by displaying the warning in a clear and reasonable manner at the time
26 the customer enters a California shipping address when placing an order for SAN FRANCISCO HERB
27
28

1 products. Where the Proposition 65 warning is provided by means whereby the consumer is unable to
2 view the warning prior to purchase, such as through an invoice or shipping package or insert, SAN
3 FRANCISCO HERB will allow a consumer to return the product subject to the warning for a full refund
4 with no extra charge or shipping or handling fee for any Covered Product(s) purchased from SAN
5 FRANCISCO HERB.
6

7 **3.7 Products in the Stream of Commerce**

8 The injunctive relief set forth in Section 3 shall not apply to any of the Covered Products that are
9 put into the stream of commerce prior to the Compliance Date.

10 **3.8 Calculation of Lead Levels**

11 (a) In complying with Sections 3.2 to 3.3, SAN FRANCISCO HERB shall not be required to
12 provide any of the warnings specified therein for any Covered Product if the maximum daily dose or
13 serving recommended on the Covered Product's label contains no more than 0.5 mcg of lead per day as
14 defined herein. For purposes of determining whether the maximum daily dose of a Covered Product
15 contains no more than 0.5 mcg of lead, three (3) randomly selected samples of that Covered Product (in
16 the form intended for distribution or sale to an end-user in California) shall be tested. As used in this
17 Consent Judgment, "no more than 0.5 mcg of lead per day" means that the samples of Covered Products
18 tested by SAN FRANCISCO HERB pursuant to this Consent Judgment each result in a daily exposure of
19 no more than 0.5 mcg per day using the following formula: micrograms of lead per gram of Covered
20 Product, multiplied by grams of product per serving of the Covered Product (using the largest serving
21 size appearing on the product label), multiplied by servings of product per day (using the largest
22 recommended number of servings per day appearing on the product label), which equals micrograms of
23 lead per day. Before SAN FRANCISCO HERB' first distribution or sale of a Covered Product without a
24 warning after the Effective Date, and continuing for at least three (3) years thereafter, at least once every
25 year, SAN FRANCISCO HERB shall test the Covered Products sold without a warning for lead content
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1 in the manner provided for in this Consent Judgment.

2 **3.9 Reformulation and Testing Methodology**

3 (a) On and after the Compliance Date, if the formula of any Covered Product is altered by
4 either the inclusion of a new ingredient or an increase in the percentage of an existing ingredient, or if
5 any ingredient in a Covered Product is sourced from a different supplier, and such change materially
6 impacts or is reasonably likely to materially impact SAN FRANCISCO HERB' warning requirement set
7 forth in Sections 3.2 to 3.4 above, SAN FRANCISCO HERB shall have three (3) randomly selected
8 samples of that Covered Product (in the form intended for distribution or sale to an end-user in
9 California) tested according to the requirements of this Section to determine whether a warning is
10 required. For purposes of determining which warning, if any, is required under Sections 3.2 to 3.3, the
11 highest lead detection result of the randomly selected samples of the Covered Products will be
12 controlling.
13

14 (b) All testing is to be performed by a laboratory certified by the California Environmental
15 Laboratory Accreditation Program or a laboratory registered with the United States Food and Drug
16 Administration. Testing under this section shall be performed using Inductively Coupled Plasma-Mass
17 Spectrometry (ICP-MS), or any other testing method agreed upon in writing by the Parties.
18

19 (c) If testing is required pursuant to Section 3.9(a) and the result requires a change in the
20 warning presently in use and approved by both Parties at the time of this writing for a product, SAN
21 FRANCISCO HERB shall forward to ERC the copies of all test results and laboratory report
22 documentation relating to the testing for lead content of each of the lots of Covered Products within
23 twenty (20) working days after receipt by SAN FRANCISCO HERB of the test results.
24

25 (d) For purposes of this Section 3.9, daily lead exposure levels shall be measured in
26 micrograms and shall be calculated as set forth in Section 3.8 above.
27

28 (e) Nothing in this Consent Judgment shall limit SAN FRANCISCO HERB's ability to

1 conduct, or require that others conduct, additional testing of the Covered Products including the raw
2 materials used in their manufacture.

3 (f) The testing and sampling methodology set forth above is a result of negotiation and
4 compromise, and is accepted by the Parties for the purposes of settling, compromising, and resolving the
5 issues in this matter, including future compliance with this Consent Judgment, and shall not be used for
6 any purpose or in any other matter, except for the purposes of determining future compliance with this
7 Consent Judgment.
8

9 **4. SETTLEMENT PAYMENT**

10 **4.1 Total Payment**

11 In full and final satisfaction of ERC's expenses and ERC's attorney fees, SAN FRANCISCO
12 HERB shall, within twenty (20) business days after the Effective Date, make a total payment in the
13 amount of \$25,000. SAN FRANCISCO HERB shall make this payment by wire transfer to ERC's
14 escrow account, for which ERC will give SAN FRANCISCO HERB the necessary account information.
15

16 This payment will be held in trust by ERC pending entry of this Consent Judgment by the Court.

17 Sections 4.2 – 4.3 below describe the agreed partition of the total Settlement amount.

18 **4.2 Reimbursement of Expenses and Costs**

19 As a portion of the Total Settlement Amount, \$8,750 shall be considered a reimbursement to ERC
20 for its reasonable costs associated with the enforcement of Proposition 65 and other expenses and costs
21 incurred as a result of bringing this matter to the attention of SAN FRANCISCO HERB, and litigating
22 and negotiating a settlement in the public interest.
23

24 **4.3 Attorney Fees**

25 As a portion of the Total Settlement Amount, \$16,250 shall be considered a reimbursement to
26 ERC for its attorney fees (\$8,500 for attorney fees of Karen A. Evans, and \$7,750 for attorney fees of
27 Philip T. Emmons).
28

1 **5. COSTS AND FEES**

2 Except as expressly set forth herein in Section 4, each Party shall bear its own attorneys' fees,
3 costs and expenses in this action.

4 **6. RELEASE**

5
6 6.1 ERC and its agents (including its attorneys), acting on its own behalf and in the public
7 interest, releases SAN FRANCISCO HERB, and its respective officers, directors, shareholders,
8 employees, agents, representatives, parents, subsidiaries, divisions, subdivisions, affiliates, franchisees,
9 licensees, predecessors, successors, assigns, attorneys, suppliers, manufacturers, distributors, wholesalers,
10 retailers and all other entities (excluding private label customers of SAN FRANCISCO HERB) in the
11 distribution chain of the Covered Products ("Released Parties"), from any and all claims, including
12 without limitation, all actions and causes of action in law or in equity, suits, liabilities, demands,
13 obligations, damages, costs, fines, penalties, losses, or expenses (including, but not limited to,
14 investigation fees, expert fees, and attorneys' fees) for violations of Proposition 65 up through the
15 Compliance Date for alleged exposures to lead from the Covered Products as set forth in the Notices of
16 Violations and the Complaint.
17

18 6.2 Compliance with the terms of this Consent Judgment constitutes compliance with
19 Proposition 65 with respect to any and all alleged exposures to lead from the Covered Products as set
20 forth in the Notices of Violations and the Complaint.
21

22 6.3 ERC, on behalf of itself, its past and current agents, representatives, attorneys, successors
23 and/or assignees and not in its representative capacity, provides a general release herein which shall be
24 effective as a full and final accord and satisfaction, as a bar to all actions, causes of action, obligations,
25 costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of any nature, character
26 or kind, known or unknown, suspected or unsuspected against the Released Parties relating to Covered
27 Products manufactured, distributed, and/or sold by SAN FRANCISCO HERB prior to the Compliance
28

1 Date. ERC acknowledges that it is familiar with section 1542 of the California Civil Code, which
2 provides as follows:

3
4 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH
5 THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS
6 OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,
7 WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY
8 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.
9

10 ERC, in its individual capacity and *not* in its representative capacity, and on behalf of itself, its past and
11 current agents, representatives, attorneys, successors and/or assignees expressly and knowingly waives
12 and relinquishes any and all rights and benefits which it may have under, or which may be conferred on it
13 by the provisions of section 1542 of the California Civil Code, as well as under any other state or federal
14 statute or common law principle of similar effect, to the fullest extent that it may lawfully waive such
15 rights or benefits pertaining to the released matters.
16

17 6.4 ERC on behalf of itself only, on the one hand, and SAN FRANCISCO HERB, on the
18 other hand, release and waive all claims they may have against each other and their respective officers,
19 directors, employees, agents, representatives and attorneys for any statements or actions made or
20 undertaken by them or their respective officers, directors, employees, agents, representatives and
21 attorneys in connection with the Notice of Violations or this action.
22

23 6.5 Nothing in this release is intended to apply to any occupational or environmental
24 exposures arising under Proposition 65, nor shall it apply to any products other than the Covered
25 Products.

26 **7. MOTION FOR COURT APPROVAL**

27 7.1 Upon execution of this Consent Judgment by the Parties, ERC shall notice, prepare, and
28

1 file a Motion for Approval & Entry of Consent Judgment pursuant to 11 California Code of Regulations
2 § 3000, *et seq.* This motion shall be served upon SAN FRANCISCO HERB and upon the California
3 Attorney General's Office. SAN FRANCISCO HERB and ERC shall use their best efforts to support
4 entry of this Consent Judgment in the form submitted to the Court for approval.

5
6 7.2 If, after service of the Motion for Approval & Entry of Consent Judgment, the California
7 Attorney General objects in writing to any term in this Consent Judgment or files an opposition to the
8 motion, the Parties shall use their best efforts to resolve the concern in a timely manner prior to the
9 hearing on the motion. If the concern of the California Attorney General is not resolved prior to the
10 hearing on the motion, any Party may withdraw from this Consent Judgment prior to the date of the
11 hearing, with notice to all Parties in accordance with Paragraph 17 below and notice to the California
12 Attorney General's Office, and upon such notice this Consent Judgment shall be null and void and ERC
13 shall, within ten (10) business days, return the total settlement amount held in escrow to SAN
14 FRANCISCO HERB.
15

16 7.3 Except as to Section 4.1, this Consent Judgment shall be effective only after it has been entered
17 by the Court. If the Court declines to enter this Consent Judgment, this Consent Judgment shall be null
18 and void and ERC shall, within ten (10) business days, return the total settlement amount held in escrow
19 to SAN FRANCISCO HERB.
20

21 8. RETENTION OF JURISDICTION

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

24 9. MODIFICATION OF CONSENT JUDGMENT

25 This Consent Judgment after its entry by the Court may be modified only upon written agreement
26 of the Parties and upon entry of a modified Consent Judgment by the Court thereon.
27

28 10. ENFORCEMENT OF CONSENT JUDGMENT; GOOD FAITH ATTEMPT TO

1 **RESOLVE DISPUTES**

2 In the event a dispute arises with respect to any Party's compliance with the terms and/or
3 conditions of this Consent Judgment after its entry by the Court, the Party seeking compliance by another
4 Party shall make a good faith attempt to resolve the dispute by conferring with the other Party in person,
5 by telephone, or by written communication before seeking relief from the Court. If the dispute is not
6 resolved after such an attempt, this Consent Judgment may be enforced in this Court pursuant to Code of
7 Civil Procedure § 664.4 or any other valid provision of the law. The prevailing party in any such dispute
8 brought to this Court for resolution shall be awarded all reasonable costs and attorney's fees. As used in
9 the preceding sentence, the term "prevailing party" means a party who is successful in obtaining relief
10 more favorable to it than the relief the other party was agreeable to providing during the Parties' good
11 faith attempt to resolve the dispute that is the subject of such an enforcement proceeding.
12

13
14 **11. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

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

18 **12. GOVERNING LAW**

19 The terms of this Consent Judgment shall be governed by and construed in accordance with the
20 laws of the State of California.

21
22 **13. RELATION TO OTHER ACTIONS**

23 This Consent Judgment shall have no application or effect outside the State of California or on
24 SAN FRANCISCO HERB for the Covered Products or other products distributed or sold by SAN
25 FRANCISCO HERB to consumers outside the State of California.

26 **14. DRAFTING**

27 The terms of this Consent Judgment have been reviewed by the respective legal counsel for the
28

1 Parties prior to its signing, and each Party has had an opportunity to fully discuss the terms and
2 conditions with its legal counsel. The Parties agree that, in any subsequent interpretation or construction
3 of this Consent Judgment, no inference, assumption or presumption shall be drawn, and no provision of
4 this Consent Judgment shall be construed against any Party, based on the fact that one of the Parties
5 and/or one of the Parties' legal counsel prepared and/or drafted all or any portion of this Consent
6 Judgment. It is conclusively presumed that all of the Parties participated equally in the preparation and
7 drafting of this Consent Judgment.
8

9 **15. ENTIRE AGREEMENT**

10 This Consent Judgment contains the sole and entire agreement and understanding of the Parties
11 with respect to the entire subject matter hereof, and supersedes and replaces any and all prior agreements
12 or understandings, written or oral, with regard to the matters set forth herein. No other agreements or
13 understandings not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind
14 any of the Parties.
15

16 **16. EXECUTION IN COUNTERPARTS**

17 This Consent Judgment may be executed in counterparts, which taken together shall be deemed to
18 constitute one document. A facsimile or pdf signature shall be construed as valid as the original
19 signature.
20

21 **17. NOTICES**

22 All notices required by this Consent Judgment to be given to any Party shall be sent by first-class
23 registered or certified mail, or overnight delivery, to the following:

24 **FOR ERC:**

25 Chris Heptinstall, Executive Director
26 Environmental Research Center
27 3111 Camino Del Rio North, Suite 400
28 San Diego, CA 92108

1
2 Philip T. Emmons (SBN 124902)
3 Law Office of Philip T. Emmons
4 1990 N. California Blvd., 8th Floor
5 Walnut Creek, CA 94596

6 **FOR SAN FRANCISCO HERB**

7 Current CEO or President
8 San Francisco Herb & Natural Food Co. dba Nature's Herb Company
9 47444 Kato Road
10 Fremont, CA 94538

11
12 Anthony J. Cortez (SBN 251743)
13 Greenberg Traurig, LLP
14 1201 K Street, Suite 1100
15 Sacramento, CA 95814-3938

16
17 **18. AUTHORITY TO STIPULATE TO THIS CONSENT JUDGMENT**

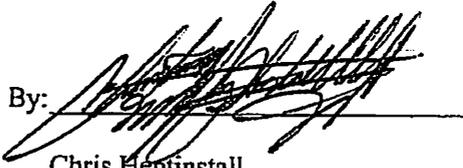
18 Each person signing this Consent Judgment on behalf of a Party certifies that he or she is fully
19 authorized by that Party to stipulate to the terms and conditions of this Consent Judgment on behalf of
20 that Party, to enter into and execute this Consent Judgment on behalf of that Party, and to legally bind
21 that Party to this Consent Judgment. Each person signing this Consent Judgment on behalf of a Party
22 represents and warrants that he or she has read and understands this Consent Judgment, and agrees to all
23 of the terms and conditions of this Consent Judgment on behalf of that Party.
24

25 **IT IS SO STIPULATED:**

26
27 Dated: 8/28/2014

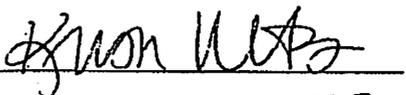
ENVIRONMENTAL RESEARCH CENTER

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By: 
Chris Heptinstall
Executive Director

Dated: 7-18-14

SAN FRANCISCO HERB & NATURAL FOOD CO. dba
NATURE'S HERB COMPANY

By: 
Name: KRISTI MELTZER
Title: CEO for SFHC

APPROVED AS TO FORM:

Dated: _____

LAW OFFICE OF KAREN A. EVANS

By: _____
Karen A. Evans
Attorney for Plaintiff
ENVIRONMENTAL RESEARCH CENTER

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By: _____

Chris Heptinstall
Executive Director

Dated: _____

SAN FRANCISCO HERB & NATURAL FOOD CO. dba
NATURE'S HERB COMPANY

By: _____

Name:
Title:

APPROVED AS TO FORM:

Dated: 7-18-14

LAW OFFICE OF KAREN A. EVANS

By: Karen A. Evans

Karen A. Evans
Attorney for Plaintiff
ENVIRONMENTAL RESEARCH CENTER

1 Dated: July 18, 2014

GREENBERG TRAURIG, LLP

2 

3 By: _____

4 Anthony J. Cortez

5 Attorneys for Defendant

6 SAN FRANCISCO HERB & NATURAL FOOD CO. dba

7 NATURE'S HERB COMPANY

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13 **JUDGMENT**

14
15 Based on the Parties' stipulation, and good cause appearing therefor, this Consent Judgment is
16 approved and judgment is hereby entered according to its terms.

17 IT IS SO ORDERED, ADJUDGED AND DECREED.

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21 Dated: _____

Judge of the Superior Court

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27 EXHIBIT A – [Notices of Violations]