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5 Attorney for Plaintiff
ENVIRONMENTAL RESEARCH CENTER, INC.

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10 Attorney for Defendant
HERBAL HEALER ACADEMY, INC.

11
12 SUPERIOR COURT OF CALIFORNIA
13 COUNTY OF ORANGE, CENTRAL JUSTICE CENTER
14

15 ENVIRONMENTAL RESEARCH
CENTER, INC. a California non-profit
corporation,

16 Plaintiff,

17 v.

18 HERBAL HEALER ACADEMY, INC.,
19 and DOES 1-25, Inclusive

20 Defendants.
21

CASE NO. 30-2014-00710231-CU-MC-CJC

STIPULATED CONSENT JUDGMENT;
[PROPOSED] ORDER

Health & Safety Code § 25249.5 *et seq.*

Action Filed: March 12, 2014
Trial Date: None set

22 **1. INTRODUCTION**

23 **1.1** On March 12, 2014, Plaintiff Environmental Research Center (“ERC”), a non-
24 profit corporation, as a private enforcer, and in the public interest, initiated this action by filing
25 a Complaint for Injunctive and Declaratory Relief and Civil Penalties (the “Complaint”)
26 pursuant to the provisions of California Health and Safety Code section 25249.5 *et seq.*
27 (“Proposition 65”), against Herbal Healer Academy, Inc. and Does 1-25 (collectively “Herbal
28 Healer”). Subsequently, on April 25, 2014, an Amended Complaint was filed (the “Amended

1 Complaint"). In this action, ERC alleges that a number of products manufactured, distributed
2 or sold by Herbal Healer contain lead, a chemical listed under Proposition 65 as a carcinogen
3 and reproductive toxin, and expose consumers to this chemical at a level requiring a
4 Proposition 65 warning. These products (referred to hereinafter individually as a "Covered
5 Product" or collectively as "Covered Products") are:

- 6 (1) Douglas Laboratories Dr. Marijah McCain G.F.S. – 2000 Powder
- 7 (2) Herbal Healer Academy Inc. Herbalgesic
- 8 (3) Herbal Healer Academy Inc. Women in Balance
- 9 (4) Herbal Healer Academy Inc. Colon Enhancer Intestinal Cleanser
- 10 (5) Herbal Healer Academy Inc. Super Fem Plex
- 11 (6) Herbal Healer Academy Inc. Muscle Calm
- 12 (7) Herbal healer Academy Inc. Hair, Skin and Nails Silica Complex 500 mg.
- 13 (8) Herbal Healer Academy Inc Shark Cartilage 750 mg
- 14 (9) Herbal Healer Academy Inc Super Male Plex
- 15 (10) Herbal Healer Academy Inc Nature's Rush
- 16 (11) Herbal Healer Academy Inc. Oral Chelation
- 17 (12) Herbal Healer Academy Memory Power
- 18 (13) Herbal Healer Academy Inc. First Responder
- 19 (14) Great Life Laboratories Inc. Metabo Right
- 20 (15) Herbal Healer Academy Natural Detox
- 21 (16) Herbal Healer Academy Inc. Herbal Healer's Formula One
- 22 (17) Chi's Enterprise Inc. Myomin
- 23 (18) Chi's Enterprise Inc. Maitake
- 24 (19) Chi's Enterprise Inc. Slender All
- 25 (20) Chi's Enterprise Inc. SXD
- 26 (21) Chi's Enterprise Inc. Myosteo
- 27 (22) Chi's Enterprise Inc. Snoreless
- 28 (23) Chi's Enterprise Inc. Psoricaid

- 1 (24) Chi's Enterprise Inc. Vein Lite
- 2 (25) Chi's Enterprise Inc. Liver Chi
- 3 (26) Chi's Enterprise Inc. Chi Energy
- 4 (27) Chi's Enterprise Inc. Diabend
- 5 (28) Chi's Enterprise Inc. Revivin
- 6 (29) Chi's Enterprise Inc. Kidney Chi
- 7 (30) Chi's Enterprise Inc. GI Chi
- 8 (31) Chi's Enterprise Inc. Metal Flush
- 9 (32) Chi's Enterprise Inc. Chi-F
- 10 (33) Chi's Enterprise Inc. Sinus Chi
- 11 (34) Chi's Enterprise Inc. Jujuchi
- 12 (35) Chi's Enterprise Inc. Asparagus Extract

13 1.2 ERC and Herbal Healer are hereinafter referred to individually as a "Party" or
14 collectively as the "Parties."

15 1.3 ERC is a California non-profit corporation dedicated to, among other causes,
16 helping safeguard the public from health hazards by reducing the use and misuse of hazardous
17 and toxic chemicals, facilitating a safe environment for consumers and employees, and
18 encouraging corporate responsibility.

19 1.4 For purposes of this Consent Judgment, the Parties agree that Herbal Healer is a
20 business entity that has employed ten or more persons at all times relevant to this action, and
21 qualifies as a "person in the course of business" within the meaning of Proposition 65. Herbal
22 Healer manufactures, distributes and sells the Covered Products.

23 1.5 The Amended Complaint is based on allegations contained in ERC's Notices of
24 Violation dated September 13, 2013 and January 31, 2014, that were served on the California
25 Attorney General, other public enforcers, and Herbal Healer ("Notices"). True and correct
26 copies of the Notices are attached as **Exhibit A** and are hereby incorporated by reference.
27 More than 60 days have passed since the Notices were mailed and uploaded to the Attorney
28 General's website, and no designated governmental entity has filed a complaint against Herbal

1 Healer with regard to the Covered Products or the alleged violations.

2 **1.6** ERC's Notices and Amended Complaint allege that use of the Covered Products
3 exposes persons in California to lead without first providing clear and reasonable warnings in
4 violation of California Health and Safety Code section 25249.6. Herbal Healer denies all
5 material allegations contained in the Notices and Amended Complaint.

6 **1.7** The Parties have entered into this Consent Judgment in order to settle,
7 compromise and resolve disputed claims and thus avoid prolonged and costly litigation.
8 Nothing in this Consent Judgment shall constitute or be construed as an admission by any of
9 the Parties, or by any of their respective officers, directors, shareholders, employees, agents,
10 parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers,
11 distributors, wholesalers, or retailers. Except for the representations made above, nothing in
12 this Consent Judgment shall be construed as an admission by the Parties of any fact, issue of
13 law, or violation of law, nor shall compliance with this Consent Judgment be construed as an
14 admission by the Parties of any fact, issue of law, or violation of law, at any time, for any
15 purpose.

16 **1.8** Except as expressly set forth herein, nothing in this Consent Judgment shall
17 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
18 other or future legal proceeding unrelated to these proceedings.

19 **1.9** The Effective Date of this Consent Judgment is the date on which it is entered as
20 a Judgment by this Court.

21 **2. JURISDICTION AND VENUE**

22 For purposes of this Consent Judgment and any further court action that may become
23 necessary to enforce this Consent Judgment, the Parties stipulate that this Court has subject matter
24 jurisdiction over the allegations of violations contained in the Amended Complaint, personal
25 jurisdiction over Herbal Healer as to the acts alleged in the Amended Complaint, that venue is
26 proper in Orange County, and that this Court has jurisdiction to enter this Consent Judgment as a
27 full and final resolution of all claims up through and including the Effective Date which were or
28 could have been asserted in this action based on the facts alleged in the Notices and Amended

1 Complaint.

2 **3. INJUNCTIVE RELIEF, REFORMULATION, TESTING AND WARNINGS**

3 **3.1** Beginning on the Effective Date, Herbal Healer shall be permanently enjoined
4 from manufacturing for sale in the State of California, "Distributing into the State of
5 California", or directly selling in the State of California, any Covered Product which exposes a
6 person to a "Daily Exposure Level" of more than 0.5 micrograms per day when the maximum
7 suggested dose is taken as directed on the Covered Product's label, unless it meets the warning
8 requirements under Section 3.2.

9 **3.1.1** As used in this Consent Judgment, the term "Distributing into the State
10 of California" shall mean to directly ship a Covered Product into California for sale in
11 California or to sell a Covered Product to a distributor that Herbal Healer knows will sell the
12 Covered Product in California.

13 **3.1.2** For purposes of this Consent Judgment, the "Daily Lead Exposure
14 Level" shall be measured in micrograms, and shall be calculated using the following formula:
15 micrograms of lead per gram of product, multiplied by grams of product per serving of the
16 product (using the largest serving size appearing on the product label), multiplied by servings
17 of the product per day (using the largest number of servings in a recommended dosage
18 appearing on the product label), which equals micrograms of lead exposure per day.

19 **3.2 Clear and Reasonable Warnings**

20 If Herbal Healer is required to provide a warning pursuant to Section 3.1, the following
21 warning must be utilized:

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

24 Herbal Healer shall use the phrase "cancer and" in the warning only if the maximum daily dose
25 recommended on the label contains more than 15 micrograms of lead as determined pursuant to
26 the quality control methodology set forth in Section 3.4.

27 The warning shall be securely affixed to or printed upon the container or label of each
28 Covered Product. In addition, for Covered Products sold over Herbal Healer's website, the

1 warning shall appear on Herbal Healer's checkout page on its website for California consumers
2 identifying any Covered Product, and also appear prior to completing checkout on Herbal
3 Healer's website when a California delivery address is indicated for any purchase of any
4 Covered Product.

5 The warning shall be at least the same size as the largest of any other health or safety
6 warnings also appearing on its website or on the label or container of Herbal Healer's product
7 packaging and the word "WARNING" shall be in all capital letters and in bold print. No other
8 statements about Proposition 65 or lead may accompany the warning.

9 Herbal Healer must display the above warnings with such conspicuousness, as compared
10 with other words, statements, or design of the label or container, as applicable, to render the
11 warning likely to be read and understood by an ordinary individual under customary conditions of
12 purchase or use of the product.

13 3.3 Reformulated Covered Products

14 A Reformulated Covered Product is one for which the Daily Exposure Level when the
15 maximum suggested dose is taken as directed on the Reformulated Covered Product's label,
16 contains no more than 0.5 micrograms of lead per day as determined by the quality control
17 methodology described in Section 3.4.

18 3.4 Testing and Quality Control Methodology

19 3.4.1 Beginning within one year of the Effective Date, Herbal Healer shall
20 arrange for lead testing of the Covered Products at least once a year for a minimum of five
21 consecutive years by arranging for testing of five randomly selected samples of each of the
22 Covered Products, in the form intended for sale to the end-user, which Herbal Healer intends to
23 sell or is manufacturing for sale in California, directly selling to a consumer in California or
24 "Distributing into California." The testing requirement does not apply to any of the Covered
25 Products for which Herbal Healer has provided the warning specified in Section 3.2. If tests
26 conducted pursuant to this Section demonstrate that no warning is required for a Covered
27 Product during each of five consecutive years, then the testing requirements of this Section will
28 no longer be required as to that Covered Product. However, if during or after the five-year

1 testing period, Herbal Healer changes ingredient suppliers for any of the Covered Products
2 and/or reformulates any of the Covered Products, Herbal Healer shall test that Covered Product
3 annually for at least four (4) consecutive years after such change is made.

4 3.4.2 For purposes of measuring the "Daily Lead Exposure Level", the highest
5 lead detection result of the five (5) randomly selected samples of the Covered Products will be
6 controlling.

7 3.4.3 All testing pursuant to this Consent Judgment shall be performed using a
8 laboratory method that complies with the performance and quality control factors appropriate
9 for the method used, including limit of detection, qualification, accuracy, and precision that
10 meets the following criteria: Inductively Coupled Plasma-Mass Spectrometry ("ICP-MS")
11 achieving a limit of quantification of less than or equal to 0.010 mg/kg or any other testing
12 method subsequently agreed to in writing by the Parties.

13 3.4.4 All testing pursuant to this Consent Judgment shall be performed by an
14 independent third party laboratory certified by the California Environmental Laboratory
15 Accreditation Program or an independent third-party laboratory that is registered with the
16 United States Food & Drug Administration.

17 3.4.5 Nothing in this Consent Judgment shall limit Herbal Healer's ability to
18 conduct, or require that others conduct, additional testing of the Covered Products, including
19 the raw materials used in their manufacture.

20 3.4.6 Beginning on the Effective Date and continuing for a period of five
21 years, Herbal Healer shall arrange for copies of all laboratory reports with results of testing for
22 lead content under Section 3.4.1 to be automatically sent by the testing laboratory directly to
23 ERC within ten days after completion of the testing. Herbal Healer shall retain all test results
24 and documentation for a period of five years from the date of each test.

25 **4. SETTLEMENT PAYMENT**

26 4.1 In full satisfaction of all potential civil penalties, payment in lieu of civil
27 penalties, attorney's fees, and costs, Herbal Healer shall make a total payment of \$80,000.00
28 ("Total Settlement Amount") to ERC within 5 days of the Effective Date. Herbal Healer shall

1 make this payment by wire transfer to ERC's escrow account, for which ERC will give Herbal
2 Healer the necessary account information. The Total Settlement Amount shall be apportioned
3 as follows:

4 **4.2** \$21,318.00 shall be considered a civil penalty pursuant to California Health and
5 Safety Code §25249.7(b)(1). ERC shall remit 75% (\$15,988.50) of the civil penalty to the
6 Office of Environmental Health Hazard Assessment ("OEHHA") for deposit in the Safe
7 Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety
8 Code §25249.12(c). ERC will retain the remaining 25% (\$5,329.50) of the civil penalty.

9 **4.3** \$4,745.70 shall be distributed to ERC as reimbursement to ERC for reasonable
10 costs incurred in bringing this action.

11 **4.4** \$16,128.15 shall be distributed to ERC in lieu of further civil penalties, for the
12 day-to-day business activities such as (1) continued enforcement of Proposition 65, which
13 includes work, analyzing, researching and testing consumer products that may contain
14 Proposition 65 chemicals, focusing on the same or similar type of ingestible products that are
15 the subject matter of the current action; (2) the continued monitoring of past consent judgments
16 and settlements to ensure companies are in compliance with Proposition 65; and (3) giving a
17 donation of \$806.00 to the Natural Resources Defense Council to address reducing toxic
18 chemical exposures in California.

19 **4.5** \$14,595.00 shall be distributed to William F. Wraith as reimbursement of ERC's
20 attorney's fees, while \$23,213.15 shall be distributed to ERC for its in-house legal fees.

21 **5. MODIFICATION OF CONSENT JUDGMENT**

22 **5.1** This Consent Judgment may be modified only (i) by written stipulation of the
23 Parties or pursuant to Section 5.4 and (ii) upon entry by the Court of a modified consent
24 judgment.

25 **5.2** If Herbal Healer seeks to modify this Consent Judgment under Section 5.1, then
26 Herbal Healer must provide written notice to ERC of its intent ("Notice of Intent"). If ERC
27 seeks to meet and confer regarding the proposed modification in the Notice of Intent, then ERC
28 must provide written notice to Herbal Healer within thirty days of receiving the Notice of

1 Intent. If ERC notifies Herbal Healer in a timely manner of ERC's intent to meet and confer,
2 then the Parties shall meet and confer in good faith as required in this Section. The Parties
3 shall meet in person or via telephone within thirty (30) days of ERC's notification of its intent
4 to meet and confer. Within thirty days of such meeting, if ERC disputes the proposed
5 modification, ERC shall provide to Herbal Healer a written basis for its position. The Parties
6 shall continue to meet and confer for an additional thirty (30) days in an effort to resolve any
7 remaining disputes. Should it become necessary, the Parties may agree in writing to different
8 deadlines for the meet-and-confer period.

9 5.3 In the event that Herbal Healer initiates or otherwise requests a modification
10 under Section 5.1, and the meet and confer process leads to a joint motion or application of the
11 Consent Judgment, Herbal Healer shall reimburse ERC its costs and reasonable attorney's fees
12 for the time spent in the meet-and-confer process and filing and arguing the motion or
13 application.

14 5.4 Where the meet-and-confer process does not lead to a joint motion or
15 application in support of a modification of the Consent Judgment, then either Party may seek
16 judicial relief on its own. In such a situation, the prevailing Party may seek to recover costs
17 and reasonable attorney's fees. As used in the preceding sentence, the term "prevailing party"
18 means a party who is successful in obtaining relief more favorable to it than the relief that the
19 other party was amenable to providing during the Parties' good faith attempt to resolve the
20 dispute that is the subject of the modification.

21 6. **RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT**
22 **JUDGMENT**

23 6.1 This Court shall retain jurisdiction of this matter to enforce, modify or terminate
24 this Consent Judgment.

25 6.2 If ERC alleges that any Covered Product fails to qualify as a Reformulated
26 Covered Product (for which ERC alleges that no warning has been provided), then ERC shall
27 inform Herbal Healer in a reasonably prompt manner of its test results, including information
28 sufficient to permit Herbal Healer to identify the Covered Products at issue. Herbal Healer

1 shall, within thirty days following such notice, provide ERC with testing information, from an
2 independent third-party laboratory meeting the requirements of Sections 3.4.1 and 3.4.2,
3 demonstrating Herbal Healer's compliance with the Consent Judgment, if warranted. The
4 Parties shall first attempt to resolve the matter prior to ERC taking any further legal action.

5 **7. APPLICATION OF CONSENT JUDGMENT**

6 This Consent Judgment shall apply to, be binding upon, and benefit the Parties and their
7 respective officers, directors, shareholders, employees, successors, and assigns.

8 **8. BINDING EFFECT, CLAIMS COVERED AND RELEASED**

9 **8.1** ERC acting on its own behalf and in the public interest releases Herbal Healer
10 on its own behalf only from all claims for violations of Proposition 65 up through the Effective
11 Date based on exposure to lead from the Covered Products as set forth in the Notice of
12 Violations.

13 **8.2** ERC on its own behalf only, on one hand, and Herbal Healer on its own behalf
14 only, on the other, further waive and release any and all claims they may have against each
15 other for all actions or statements made or undertaken in the course of seeking or opposing
16 enforcement of Proposition 65 in connection with the Notices or Amended Complaint up
17 through and including the Effective Date, provided, however, that nothing in Section 8 shall
18 affect or limit any Party's right to seek to enforce the terms of this Consent Judgment.

19 **8.3** It is possible that other claims not known to the Parties arising out of the facts
20 alleged in the Notices or the Amended Complaint and relating to the Covered Products will
21 develop or be discovered. ERC on behalf of itself only, on one hand, and Herbal Healer, on the
22 other hand, acknowledge that this Consent Judgment is expressly intended to cover and include
23 all such claims up through the Effective Date, including all rights of action therefore. ERC and
24 Herbal Healer acknowledge that the claims released in Sections 8.1 and 8.2 above may include
25 unknown claims, and nevertheless waive California Civil Code section 1542 as to any such
26 unknown claims. California Civil Code section 1542 reads as follows:

27 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
28 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF

1 KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS
2 OR HER SETTLEMENT WITH THE DEBTOR.

3 ERC on behalf of itself only, on the one hand, and Herbal Healer, on the other hand,
4 acknowledge and understand the significance and consequences of this specific waiver of
5 California Civil Code section 1542.

6 **8.4** Compliance with the terms of this Consent Judgment shall be deemed to
7 constitute compliance with Proposition 65 by any releasee regarding alleged exposures to lead
8 in the Covered Products as set forth in the Notices and the Amended Complaint.

9 **8.5** Nothing in this Consent Judgment is intended to apply to any occupational or
10 environmental exposures arising under Proposition 65, nor shall it apply to any of Herbal
11 Healer's products other than the Covered Products.

12 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

13 In the event that any of the provisions of this Consent Judgment are held by a court to be
14 unenforceable, the validity of the remaining enforceable provisions shall not be adversely affected.

15 **10. GOVERNING LAW**

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

18 **11. PROVISION OF NOTICE**

19 All notices required to be given to either Party to this Consent Judgment by the other shall
20 be in writing and sent to the following agents listed below by: (a) first-class, registered, or certified
21 mail; (b) overnight courier; or (c) personal delivery. Courtesy copies via email may also be sent.

22 **FOR ENVIRONMENTAL RESEARCH CENTER:**

23 Chris Heptinstall, Executive Director, Environmental Research Center
24 3111 Camino Del Rio North, Suite 400
25 San Diego, CA 92108
26 Tel: (619) 500-3090
27 Email: chris_erc501c3@yahoo.com

28 With a copy to:
WILLIAM F. WRAITH
WRAITH LAW
24422 Avenida de la Carlota, Suite 400
Laguna Hills, CA 92653

1 Tel: (949) 452-1234
2 Fax: (949) 452-1102

3 **HERBAL HEALER ACADEMY, INC.**

4 Herbal Healer Academy, Inc.
5 Attn. Marijah McCain
6 127 McCain Drive
Mountain View, AR 72560

7 With a copy to:

8 LAWRENCE P. ADAMSKY, ESQ.
9 LAW OFFICES OF LAWRENCE P. ADAMSKY
10 9701 Wilshire Blvd., Tenth Floor
11 Beverly Hills, CA 90212
Tel: (310) 974-6739
Fax: (866) 507-2271

12 **12. COURT APPROVAL**

13 **12.1** Upon execution of this Consent Judgment by the Parties, ERC shall notice a
14 Motion for Court Approval. The Parties shall use their best efforts to support entry of this
15 Consent Judgment.

16 **12.2** If the California Attorney General objects to any term in this Consent Judgment,
17 the Parties shall use their best efforts to resolve the concern in a timely manner, and if possible
18 prior to the hearing on the motion.

19 **12.3** If this Stipulated Consent Judgment is not approved by the Court, it shall be
20 void and have no force or effect.

21 **13. EXECUTION AND COUNTERPARTS**

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

25 **14. DRAFTING**

26 The terms of this Consent Judgment have been reviewed by the respective counsel for each
27 Party prior to its signing, and each Party has had an opportunity to fully discuss the terms and
28 conditions with legal counsel. The Parties agree that, in any subsequent interpretation and

1 construction of this Consent Judgment, no inference, assumption, or presumption shall be drawn,
2 and no provision of this Consent Judgment shall be construed against any Party, based on the fact
3 that one of the Parties and/or one of the Parties' legal counsel prepared and/or drafted all or any
4 portion of the Consent Judgment. It is conclusively presumed that all of the Parties participated
5 equally in the preparation and drafting of this Consent Judgment.

6 **15. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

7 If a dispute arises with respect to either Party's compliance with the terms of this Consent
8 Judgment entered by the Court, the Parties shall meet in person or by telephone and endeavor to
9 resolve the dispute in an amicable manner. No action or motion may be filed in the absence of
10 such a good faith attempt to resolve the dispute beforehand. In the event an action or motion is
11 filed, however, the prevailing party may seek to recover costs and reasonable attorney's fees. As
12 used in the preceding sentence, the term "prevailing party" means a party who is successful in
13 obtaining relief more favorable to it than the relief that the other party was amenable to providing
14 during the Parties' good faith attempt to resolve the dispute that is the subject of such enforcement
15 action.

16 **16. ENTIRE AGREEMENT, AUTHORIZATION**

17 **16.1** This Consent Judgment contains the sole and entire agreement and
18 understanding of the Parties with respect to the entire subject matter herein, and any and all
19 prior discussions, negotiations, commitments and understandings related hereto. No
20 representations, oral or otherwise, express or implied, other than those contained herein have
21 been made by any Party. No other agreements, oral or otherwise, unless specifically referred to
22 herein, shall be deemed to exist or to bind any Party.

23 **16.2** Each signatory to this Consent Judgment certifies that he or she is fully
24 authorized by the Party he or she represents to stipulate to this Consent Judgment. Except as
25 explicitly provided herein, each Party shall bear its own fees and costs.

26 **17. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF**
27 **CONSENT JUDGMENT**

28 This Consent Judgment has come before the Court upon the request of the Parties. The

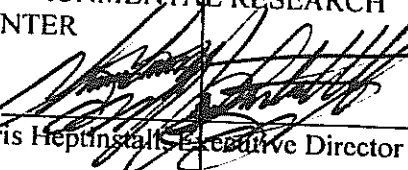
1 Parties request the Court to fully review this Consent Judgment and, being fully informed
2 regarding the matters which are the subject of this action, to:

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

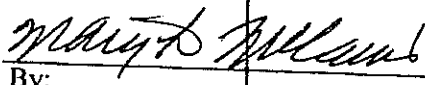
6 (2) Make the findings pursuant to California Health and Safety Code section
7 25249.7(f)(4), approve the Settlement, and approve this Consent Judgment.

8 **IT IS SO STIPULATED:**

9 Dated: 5/21/, 2015

ENVIRONMENTAL RESEARCH
CENTER
By: 
Chris Heptinstall, Executive Director

12 Dated: _____, 2015

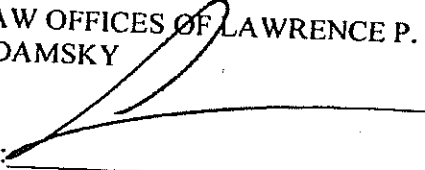
HERBAL HEALER ACADEMY, INC.

By: _____
Its: CEO

16 **APPROVED AS TO FORM:**

17 Dated: _____, 2015

WRAITH LAW
By: _____
William F. Wraith
Attorney for Plaintiff Environmental
Research Center

21 Dated: 5.12, 2015

LAW OFFICES OF LAWRENCE P.
ADAMSKY
By: 
Lawrence P. Adamsky, Esq.
Attorney for Defendant
Herbal Healer Academy, Inc.

1 Parties request the Court to fully review this Consent Judgment and, being fully informed
2 regarding the matters which are the subject of this action, to:

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

6 (2) Make the findings pursuant to California Health and Safety Code section
7 25249.7(f)(4), approve the Settlement, and approve this Consent Judgment.

8 **IT IS SO STIPULATED:**

9 Dated: _____, 2015

ENVIRONMENTAL RESEARCH
CENTER

10 By: _____
11 Chris Heptinstall, Executive Director

12 Dated: _____, 2015

HERBAL HEALER ACADEMY, INC.

13 *Marybelle Allman*
14 By: _____
15 Its: CEO

16 **APPROVED AS TO FORM:**

17 Dated: 5/20, 2015

WRAITH LAW

18 By: *William F. Wraith*
19 William F. Wraith
20 Attorney for Plaintiff Environmental
Research Center

21 Dated: 5.12, 2015

LAW OFFICES OF LAWRENCE P.
ADAMSKY

22 By: _____
23
24 Lawrence P. Adamsky, Esq.
25 Attorney for Defendant
26 Herbal Healer Academy, Inc.
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ORDER AND JUDGMENT

Based upon the Parties' Stipulation, and good cause appearing, this Consent Judgment is approved and Judgment is hereby entered according to its terms.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: _____, 2015

Judge of the Superior Court

EXHIBIT “A”

WRAITH LAW
16485 LAGUNA CANYON ROAD
SUITE 250
IRVINE, CALIFORNIA 92618
Tel (949) 251-9977
Fax (949) 251-9978

September 13, 2013

**NOTICE OF VIOLATIONS OF
CALIFORNIA HEALTH & SAFETY CODE SECTION 25249.5 ET SEQ.
(PROPOSITION 65)**

Dear Alleged Violator and the Appropriate Public Enforcement Agencies:

I represent Environmental Research Center (“ERC”), 3111 Camino Del Rio North, San Diego, CA 92108; Tel. (619) 500-3090. ERC’s Executive Director is Chris Heptinstall. ERC is a California non-profit corporation dedicated to, among other causes, helping safeguard the public from health hazards by bringing about a reduction in the use and misuse of hazardous and toxic chemicals, facilitating a safe environment for consumers and employees, and encouraging corporate responsibility.

ERC has identified violations of California’s Safe Drinking Water and Toxic Enforcement Act of 1986 (“Proposition 65”), which is codified at California Health & Safety Code §25249.5 *et seq.*, with respect to the products identified below. These violations have occurred and continue to occur because the alleged Violator identified below failed to provide required clear and reasonable warnings with these products. This letter serves as a notice of these violations to the alleged Violator and the appropriate public enforcement agencies. Pursuant to Section 25249.7(d) of the statute, ERC intends to file a private enforcement action in the public interest 60 days after effective service of this notice unless the public enforcement agencies have commenced and are diligently prosecuting an action to rectify these violations.

General Information about Proposition 65. A copy of a summary of Proposition 65, prepared by the Office of Environmental Health Hazard Assessment, is attached with the copy of this letter served to the alleged Violator identified below.

Alleged Violator. The name of the company covered by this notice that violated Proposition 65 (hereinafter the “Violator”) is:

Herbal Healer Academy, Inc.

Consumer Products and Listed Chemicals. The products that are the subject of this notice and the chemical in those products identified as exceeding allowable levels are:

Douglas Laboratories Dr. Marijah McCain G.F.S.-2000 Powder - Lead
Herbal Healer Academy Inc. Herbalgesic - Lead
Herbal Healer Academy Inc. Women in Balance - Lead

Herbal Healer Academy Inc. Colon Enhancer Intestinal Cleanser – Lead

On February 27, 1987, the State of California officially listed lead as a chemical known to cause developmental toxicity, and male and female reproductive toxicity. On October 1, 1992, the State of California officially listed lead and lead compounds as chemicals known to cause cancer.

It should be noted that ERC may continue to investigate other products that may reveal further violations and result in subsequent notices of violations.

Route of Exposure. The consumer exposures that are the subject of this notice result from the purchase, acquisition, handling and recommended use of these products. Consequently, the primary route of exposure to these chemicals has been and continues to be through ingestion, but may have also occurred and may continue to occur through inhalation and/or dermal contact.

Approximate Time Period of Violations. Ongoing violations have occurred every day since at least September 13, 2010, as well as every day since the products were introduced into the California marketplace, and will continue every day until clear and reasonable warnings are provided to product purchasers and users or until these known toxic chemicals are either removed from or reduced to allowable levels in the products. Proposition 65 requires that a clear and reasonable warning be provided prior to exposure to the identified chemicals. The method of warning should be a warning that appears on the product label. The Violator violated Proposition 65 because it failed to provide persons handling and/or using these products with appropriate warnings that they are being exposed to these chemicals.

Consistent with the public interest goals of Proposition 65 and a desire to have these ongoing violations of California law quickly rectified, ERC is interested in seeking a constructive resolution of this matter that includes an enforceable written agreement by the Violator to: (1) reformulate the identified products so as to eliminate further exposures to the identified chemicals, or provide appropriate warnings on the labels of these products; and (2) pay an appropriate civil penalty. Such a resolution will prevent further unwarned consumer exposures to the identified chemicals, as well as an expensive and time consuming litigation.

ERC has retained me as legal counsel in connection with this matter. **Please direct all communications regarding this Notice of Violations to my attention at the law office address and telephone number indicated on the letterhead.**

Sincerely,



William F. Wraith

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to Herbal Healer Academy, Inc. and its Registered Agent for Service of Process only)

Additional Supporting Information for Certificate of Merit (to AG only)

CERTIFICATE OF MERIT

Re: Environmental Research Center's Notice of Proposition 65 Violations by Herbal Healer Academy, Inc.

I, William F. Wraith, declare:

1. This Certificate of Merit accompanies the attached 60-day notice in which it is alleged the party identified in the notice violated California Health & Safety Code Section 25249.6 by failing to provide clear and reasonable warnings.

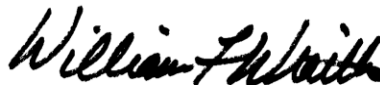
2. I am an attorney for the noticing party.

3. I have consulted with one or more persons with relevant and appropriate experience or expertise who have reviewed facts, studies, or other data regarding the exposure to the listed chemicals that are the subject of the notice.

4. Based on the information obtained through those consultants, and on other information in my possession, I believe 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 that 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. Along with the copy of this Certificate of Merit served on the Attorney General is attached additional factual information sufficient to establish the basis for this certificate, including the information identified in California Health & Safety Code §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: September 13, 2013



William F. Wraith

CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury under the laws of the State of California that the following is true and correct:

I am a citizen of the United States, over the age of 18 years of age, and am not a party to the within entitled action. My business address is 306 Joy Street, Fort Oglethorpe, Georgia 30742. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at Fort Oglethorpe, Georgia.

On September 13, 2013, I served the following documents: **NOTICE OF VIOLATIONS OF CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; “THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986 (PROPOSITION 65): A SUMMARY”** on the following parties by placing a true and correct copy thereof in a sealed envelope, addressed to the party listed below and depositing it at a U.S. Postal Service Office with the postage fully prepaid for delivery by Certified Mail:

President or CEO
Herbal Healer Academy Inc.
127 McCain Drive
Mountain View, AR 72560-7576

Marijah McCain
(Registered Agent for Herbal Healer
Academy, Inc.)
127 McCain Drive
Mountain View, AR 72560

On September 13, 2013, I electronically served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; ADDITIONAL SUPPORTING INFORMATION FOR CERTIFICATE OF MERIT AS REQUIRED BY CALIFORNIA HEALTH & SAFETY CODE §25249.7(d)(1)** on the following party by uploading a true and correct copy thereof on the California Attorney General’s website, which can be accessed at <https://oag.ca.gov/prop65/add-60-day-notice> :

Office of the California Attorney General
Prop 65 Enforcement Reporting
1515 Clay Street, Suite 2000
Oakland, CA 94612-0550

On September 13, 2013, I served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT** on each of the parties on the Service List attached hereto by placing a true and correct copy thereof in a sealed envelope, addressed to each of the parties on the Service List attached hereto, and depositing it at a U.S. Postal Service Office with the postage fully prepaid for delivery by Priority Mail.

Executed on September 13, 2013, in Fort Oglethorpe, Georgia.



Tiffany Capehart

Notice of Violations of California Health & Safety Code §25249.5 *et seq.*

September 13, 2013

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Service List

District Attorney, Alameda County 1225 Fallon Street, Suite 900 Oakland, CA 94612	District Attorney, Los Angeles County 210 West Temple Street, Suite 18000 Los Angeles, CA 90012	District Attorney, San Diego County 330 West Broadway, Suite 1300 San Diego, CA 92101	District Attorney, Tuolumne County 423 N. Washington Street Sonora, CA 95370
District Attorney, Alpine County P.O. Box 248 Markleeville, CA 96120	District Attorney, Madera County 209 West Yosemite Avenue Madera, CA 93637	District Attorney, San Francisco County 850 Bryant Street, Suite 322 San Francisco, CA 94103	District Attorney, Ventura County 800 South Victoria Ave, Suite 314 Ventura, CA 93009
District Attorney, Amador County 708 Court Street Jackson, CA 95642	District Attorney, Marin County 3501 Civic Center Drive, Room 130 San Rafael, CA 94903	District Attorney, San Joaquin County 222 E. Weber Ave. Rm. 202 Stockton, CA 95202	District Attorney, Yolo County 301 2 nd Street Woodland, CA 95695
District Attorney, Butte County 25 County Center Drive, Suite 245 Oroville, CA 95965	District Attorney, Mariposa County Post Office Box 730 Mariposa, CA 95338	District Attorney, San Luis Obispo County 1035 Palm St, Room 450 San Luis Obispo, CA 93408	District Attorney, Yuba County 215 Fifth Street, Suite 152 Marysville, CA 95901
District Attorney, Calaveras County 891 Mountain Ranch Road San Andreas, CA 95249	District Attorney, Mendocino County Post Office Box 1000 Ukiah, CA 95482	District Attorney, San Mateo County 400 County Ctr., 3 rd Floor Redwood City, CA 94063	Los Angeles City Attorney's Office City Hall East 200 N. Main Street, Suite 800 Los Angeles, CA 90012
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District Attorney, Del Norte County 450 H Street, Room 171 Crescent City, CA 95531	District Attorney, Mono County Post Office Box 617 Bridgeport, CA 93517	District Attorney, Santa Cruz County 701 Ocean Street, Room 200 Santa Cruz, CA 95060	San Jose City Attorney's Office 200 East Santa Clara Street, 16 th Floor San Jose, CA 95113
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District Attorney, Glenn County Post Office Box 430 Willows, CA 95988	District Attorney, Nevada County 110 Union Street Nevada City, CA 95959	District Attorney, Siskiyou County Post Office Box 986 Yreka, CA 96097	
District Attorney, Humboldt County 825 5th Street 4 th Floor Eureka, CA 95501	District Attorney, Orange County 401 West Civic Center Drive Santa Ana, CA 92701	District Attorney, Solano County 675 Texas Street, Ste 4500 Fairfield, CA 94533	
District Attorney, Imperial County 940 West Main Street, Ste 102 El Centro, CA 92243	District Attorney, Placer County 10810 Justice Center Drive, Ste 240 Roseville, CA 95678	District Attorney, Sonoma County 600 Administration Drive, Room 212J Santa Rosa, CA 95403	
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District Attorney, Kern County 1215 Truxtun Avenue Bakersfield, CA 93301	District Attorney, Riverside County 3960 Orange Street Riverside, CA 92501	District Attorney, Sutter County 446 Second Street Yuba City, CA 95991	
District Attorney, Kings County 1400 West Lacey Boulevard Hanford, CA 93230	District Attorney, Sacramento County 901 "G" Street Sacramento, CA 95814	District Attorney, Tehama County Post Office Box 519 Red Bluff, CA 96080	
District Attorney, Lake County 255 N. Forbes Street Lakeport, CA 95453	District Attorney, San Benito County 419 Fourth Street, 2 nd Floor Hollister, CA 95023	District Attorney, Trinity County Post Office Box 310 Weaverville, CA 96093	
District Attorney, Lassen County 220 South Lassen Street, Ste. 8 Susanville, CA 96130	District Attorney, San Bernardino County 316 N. Mountain View Avenue San Bernardino, CA 92415-0004	District Attorney, Tulare County 221 S. Mooney Blvd., Room 224 Visalia, CA 93291	

WRAITH LAW

16485 LAGUNA CANYON ROAD
SUITE 250
IRVINE, CALIFORNIA 92618
Tel (949) 251-9977
Fax (949) 251-9978

January 31, 2014

NOTICE OF VIOLATIONS OF CALIFORNIA HEALTH & SAFETY CODE SECTION 25249.5 ET SEQ. (PROPOSITION 65)

Dear Alleged Violator and the Appropriate Public Enforcement Agencies:

I represent Environmental Research Center (“ERC”), 3111 Camino Del Rio North, Suite 400, San Diego, CA 92108; Tel. (619) 500-3090. ERC’s Executive Director is Chris Heptinstall. ERC is a California non-profit corporation dedicated to, among other causes, helping safeguard the public from health hazards by bringing about a reduction in the use and misuse of hazardous and toxic chemicals, facilitating a safe environment for consumers and employees, and encouraging corporate responsibility.

ERC has identified violations of California’s Safe Drinking Water and Toxic Enforcement Act of 1986 (“Proposition 65”), which is codified at California Health & Safety Code §25249.5 *et seq.*, with respect to the products identified below. These violations have occurred and continue to occur because the alleged Violator identified below failed to provide required clear and reasonable warnings with these products. This letter serves as a notice of these violations to the alleged Violator and the appropriate public enforcement agencies. Pursuant to Section 25249.7(d) of the statute, ERC intends to file a private enforcement action in the public interest 60 days after effective service of this notice unless the public enforcement agencies have commenced and are diligently prosecuting an action to rectify these violations.

General Information about Proposition 65. A copy of a summary of Proposition 65, prepared by the Office of Environmental Health Hazard Assessment, is attached with the copy of this letter served to the alleged Violator identified below.

Alleged Violator. The name of the company covered by this notice that violated Proposition 65 (hereinafter the “Violator”) is:

Herbal Healer Academy, Inc.

Consumer Products and Listed Chemicals. The products that are the subject of this notice and the chemical in those products identified as exceeding allowable levels are:

Herbal Healer Academy Inc Super Fem Plex - Lead

Herbal Healer Academy Inc Muscle Calm - Lead

Herbal Healer Academy Inc Hair, Skin and Nails Silica Complex 500 mg - Lead

Herbal Healer Academy Inc Shark Cartilage 750 mg - Lead
Herbal Healer Academy Inc Super Male Plex – Lead
Herbal Healer Academy Inc Nature's Rush - Lead
Herbal Healer Academy Inc. Oral Chelation - Lead
Herbal Healer Academy Memory Power - Lead
Herbal Healer Academy Inc. First Responder - Lead
Great Life Laboratories Inc. Metabo Right - Lead
Herbal Healer Academy Natural Detox - Lead
Herbal Healer Academy Inc. Herbal Healer’s Formula One – Lead
Chi’s Enterprise Inc. Myomin – Lead
Chi’s Enterprise Inc. Maitake – Lead
Chi’s Enterprise Inc. Slender All – Lead
Chi’s Enterprise Inc. SxD – Lead
Chi’s Enterprise Inc. Myosteo – Lead
Chi’s Enterprise Inc. Snoreless – Lead
Chi’s Enterprise Inc. Psoricaid – Lead
Chi’s Enterprise Inc. Vein Lite – Lead
Chi’s Enterprise Inc. Liver Chi – Lead
Chi’s Enterprise Inc. Chi Energy – Lead
Chi’s Enterprise Inc. Diabend – Lead
Chi’s Enterprise Inc. Revivin – Lead
Chi’s Enterprise Inc. Kidney Chi – Lead
Chi’s Enterprise Inc. GI Chi – Lead
Chi’s Enterprise Inc. Metal Flush – Lead
Chi’s Enterprise Inc. Chi-F – Lead
Chi’s Enterprise Inc. Sinus Chi – Lead
Chi’s Enterprise Inc. Jujuchi – Lead
Chi’s Enterprise Inc. Asparagus Extract - Lead

On February 27, 1987, the State of California officially listed lead as a chemical known to cause developmental toxicity, and male and female reproductive toxicity. On October 1, 1992, the State of California officially listed lead and lead compounds as chemicals known to cause cancer.

It should be noted that ERC may continue to investigate other products that may reveal further violations and result in subsequent notices of violations.

Route of Exposure. The consumer exposures that are the subject of this notice result from the purchase, acquisition, handling and recommended use of these products. Consequently, the primary route of exposure to these chemicals has been and continues to be through ingestion, but may have also occurred and may continue to occur through inhalation and/or dermal contact.

Approximate Time Period of Violations. Ongoing violations have occurred every day since at least January 31, 2011, as well as every day since the products were introduced into the California marketplace, and will continue every day until clear and reasonable warnings are

provided to product purchasers and users or until these known toxic chemicals are either removed from or reduced to allowable levels in the products. Proposition 65 requires that a clear and reasonable warning be provided prior to exposure to the identified chemicals. The method of warning should be a warning that appears on the product label. The Violator violated Proposition 65 because it failed to provide persons handling and/or using these products with appropriate warnings that they are being exposed to these chemicals.

Consistent with the public interest goals of Proposition 65 and a desire to have these ongoing violations of California law quickly rectified, ERC is interested in seeking a constructive resolution of this matter that includes an enforceable written agreement by the Violator to: (1) reformulate the identified products so as to eliminate further exposures to the identified chemicals, or provide appropriate warnings on the labels of these products; and (2) pay an appropriate civil penalty. Such a resolution will prevent further unwarned consumer exposures to the identified chemicals, as well as an expensive and time consuming litigation.

ERC has retained me as legal counsel in connection with this matter. **Please direct all communications regarding this Notice of Violations to my attention at the law office address and telephone number indicated on the letterhead.**

Sincerely,



William F. Wraith

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to Herbal Healer Academy, Inc. and its Registered Agent for Service of Process only)

Additional Supporting Information for Certificate of Merit (to AG only)

CERTIFICATE OF MERIT

Re: Environmental Research Center's Notice of Proposition 65 Violations by Herbal Healer Academy, Inc.

I, William F. Wraith, declare:

1. This Certificate of Merit accompanies the attached 60-day notice in which it is alleged the party identified in the notice violated California Health & Safety Code Section 25249.6 by failing to provide clear and reasonable warnings.

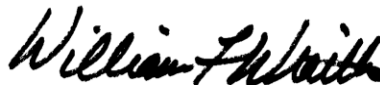
2. I am an attorney for the noticing party.

3. I have consulted with one or more persons with relevant and appropriate experience or expertise who have reviewed facts, studies, or other data regarding the exposure to the listed chemicals that are the subject of the notice.

4. Based on the information obtained through those consultants, and on other information in my possession, I believe 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 that 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. Along with the copy of this Certificate of Merit served on the Attorney General is attached additional factual information sufficient to establish the basis for this certificate, including the information identified in California Health & Safety Code §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: January 31, 2014



William F. Wraith

CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury under the laws of the State of California that the following is true and correct:

I am a citizen of the United States, over the age of 18 years of age, and am not a party to the within entitled action. My business address is 306 Joy Street, Fort Oglethorpe, Georgia 30742. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at Fort Oglethorpe, Georgia.

On January 31, 2014, I served the following documents: **NOTICE OF VIOLATIONS OF CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; “THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986 (PROPOSITION 65): A SUMMARY”** on the following parties by placing a true and correct copy thereof in a sealed envelope, addressed to the party listed below and depositing it at a U.S. Postal Service Office with the postage fully prepaid for delivery by Certified Mail:

President or CEO
Herbal Healer Academy, Inc.
127 McCain Drive
Mountain View, AR 72560-7576

Marijah McCain
(Registered Agent for Herbal Healer
Academy, Inc.)
127 McCain Drive
Mountain View, AR 72560

On January 31, 2014, I electronically served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; ADDITIONAL SUPPORTING INFORMATION FOR CERTIFICATE OF MERIT AS REQUIRED BY CALIFORNIA HEALTH & SAFETY CODE §25249.7(d)(1)** on the following party by uploading a true and correct copy thereof on the California Attorney General’s website, which can be accessed at <https://oag.ca.gov/prop65/add-60-day-notice> :

Office of the California Attorney General
Prop 65 Enforcement Reporting
1515 Clay Street, Suite 2000
Oakland, CA 94612-0550

On January 31, 2014, I served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT** on each of the parties on the Service List attached hereto by placing a true and correct copy thereof in a sealed envelope, addressed to each of the parties on the Service List attached hereto, and depositing it at a U.S. Postal Service Office with the postage fully prepaid for delivery by Priority Mail.

Executed on January 31, 2014, in Fort Oglethorpe, Georgia.



Tiffany Capehart

Notice of Violations of California Health & Safety Code §25249.5 *et seq.*

January 31, 2014

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District Attorney, Contra Costa County 900 Ward Street Martinez, CA 94553	District Attorney, Modoc County 204 S Court Street, Room 202 Alturas, CA 96101-4020	District Attorney, Santa Clara County 70 West Hedding Street San Jose, CA 95110	San Francisco, City Attorney City Hall, Room 234 1 Dr Carlton B Goodlett PL San Francisco, CA 94102
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