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12 Attorney for Defendant
13 YOUNG LIVING ESSENTIAL OILS, LC

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

16 ENVIRONMENTAL RESEARCH
17 CENTER, INC. a non-profit California
18 corporation,
19 Plaintiff,
20 v.
21 YOUNG LIVING ESSENTIAL OILS, LC, a
Utah limited company,
22 Defendant.
23

CASE NO. RG15794996

**STIPULATED CONSENT
JUDGMENT**

Health & Safety Code § 25249.5 *et seq.*

Action Filed: December 1, 2015

Trial Date: None set

24 **1. INTRODUCTION**

25 1.1 On December 1, 2015, Plaintiff Environmental Research Center, Inc. ("ERC"), a
26 non-profit corporation, as a private enforcer, and in the public interest, initiated this action by
27 filing a Complaint for Injunctive Relief and Civil Penalties (the "Complaint") pursuant to the
28 provisions of California Health and Safety Code section 25249.5 *et seq.* ("Proposition 65"),

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

- 7 • **Young Living Essential Oils Young Living Balance Complete Vanilla**
- 8 • **Cream**
- 9 • **Young Living Essential Oils Young Living Power Meal Vanilla Cream**
- 10 • **Young Living Essential Oils LC Young Living JuvaPower**
- 11 • **Young Living Essential Oils Young Living MultiGreens**
- 12 • **Young Living Essential Oils Young Living ComforTone**
- 13 • **Young Living Essential Oils Young Living FemiGen**
- 14 • **Young Living Essential Oils Young Living JuvaTone**
- 15 • **Young Living Essential Oils Young Living ICP**

16 **1.2** ERC and YOUNG LIVING are hereinafter referred to individually as a “Party”
17 or collectively as the “Parties.”

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

22 **1.4** For purposes of this Consent Judgment, the Parties agree that YOUNG LIVING is
23 a business entity that has employed ten or more persons at all times relevant to this action, and
24 qualifies as a “person in the course of business” within the meaning of Proposition 65. YOUNG
25 LIVING manufactures, distributes and sells the Covered Products.

26 **1.5** The Complaint is based on allegations contained in ERC’s Notice of Violation
27 dated June 5, 2015, that was served on the California Attorney General, other public enforcers,
28 and YOUNG LIVING (“Notice”). A true and correct copy of the Notice is attached as **Exhibit**
A and is hereby incorporated by reference. More than 60 days have passed since the Notice
was mailed and uploaded to the Attorney General’s website, and no designated governmental
entity has filed a complaint against YOUNG LIVING with regard to the Covered Products or

1 the alleged violations.

2 **1.6** ERC's Notice and Complaint allege that use of the Covered Products exposes
3 persons in California to lead without first providing clear and reasonable warnings in violation
4 of California Health and Safety Code section 25249.6. YOUNG LIVING denies all material
5 allegations contained in the Notice and 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 Complaint, personal jurisdiction
25 over YOUNG LIVING as to the acts alleged in the Complaint, that venue is proper in Alameda
26 County, and that this Court has jurisdiction to enter this Consent Judgment as a full and final
27 resolution of all claims up through and including the Compliance Date (as that term is defined in
28 Section 3.1 below) which were or could have been asserted in this action based on the facts

1 alleged in the Notice and Complaint.

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

3 **3.1** Any Covered Products that are manufactured six (6) months after the Effective
4 Date (the "Compliance Date") that YOUNG LIVING thereafter distributes into the State of
5 California, offers for sale to a third party for retail sale in California, or directly sells in the
6 State of California, shall either (1) contain no more than 0.5 micrograms of lead per day as
7 calculated pursuant to Section 3.1.2, excluding allowances pursuant to Section 3.3, and as
8 validated by the quality control methodology described in Section 3.4; or (2) meet the warning
9 requirements under Section 3.2.

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

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

20 **3.2 Clear and Reasonable Warnings**

21 If YOUNG LIVING is required to provide a warning pursuant to Section 3.1, the
22 following warning must be utilized:

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

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

1 The warning shall be securely affixed to or printed upon the container or label of each
2 Covered Product Or, for Covered Products sold over YOUNG LIVING's website, the warning
3 may appear on YOUNG LIVING's checkout page on its website for California consumers
4 marketing any Covered Product, or appear prior to completing checkout on YOUNG LIVING's
5 website when a California delivery address is indicated for any purchase of any Covered
6 Product.

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

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

15 3.3 Reformulated Covered Products

16 A Reformulated Covered Product is one for which the Daily Lead Exposure Level when
17 the maximum suggested dose is taken as directed on the Reformulated Covered Product's label,
18 contains no more than 0.5 micrograms of lead per day as determined by the quality control
19 methodology described in Section 3.4, excluding amounts of naturally occurring lead in the
20 ingredients listed in the table below, in accordance with the Attorney General's Stipulation
21 Modifying Consent Judgments in *People v. Warner Lambert, et al.*, San Fran. Sup. Ct. Case No.
22 984503.

INGREDIENT	NATURALLY OCCURING AMOUNT OF LEAD
Calcium	0.8 micrograms/gram
Ferrous Fumarate	0.4 micrograms/gram
Zinc Oxide	8.0 micrograms/gram
Magnesium Oxide	0.4 micrograms/gram

1	Magnesium Carbonate	0.332 micrograms/gram
2	Magnesium Hydroxide	0.4 micrograms/gram
3	Zinc Gluconate	0.8 micrograms/gram
4	Potassium Chloride	1.1 micrograms/gram

6
7 If at any time after the Compliance Date, ERC tests a Covered Product and the test results
8 indicate that the Daily Lead Exposure Level is greater than 0.5 micrograms per day, Young
9 Living agrees to confidentially supply to ERC within 30 days a list of ingredients, including the
10 percentage of each ingredient ("Ingredient List"), of that particular covered product so that
11 ERC may be able to calculate the daily exposure based on the allowances contained in the table
12 below.

13 In the event that a dispute arises with respect to compliance with the terms of this
14 Consent Judgment as to any contribution from naturally occurring lead levels under the Section,
15 the Parties shall employ good faith efforts to seek entry of a protective order that limits public
16 access to and disclosure of the Ingredient List provided. Should a dispute arise, the Parties shall
17 first meet and confer in an effort to fully resolve any dispute.

18 **3.4 Testing and Quality Control Methodology**

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

1 **3.4.2** For purposes of measuring the “Daily Lead Exposure Level”, the highest
2 lead detection result of the five (5) randomly selected samples of the Covered Products will be
3 controlling.

4 **3.4.3** All testing pursuant to this Consent Judgment shall be performed using a
5 laboratory method that complies with the performance and quality control factors appropriate
6 for the method used, including limit of detection, qualification, accuracy, and precision that
7 meets the following criteria: Inductively Coupled Plasma-Mass Spectrometry (“ICP-MS”)
8 achieving a limit of quantification of less than or equal to 0.010 mg/kg or any other testing
9 method subsequently agreed to in writing by the Parties.

10 **3.4.4** All testing pursuant to this Consent Judgment shall be performed by an
11 independent third party laboratory certified by the California Environmental Laboratory
12 Accreditation Program or an independent third-party laboratory that is registered with the
13 United States Food & Drug Administration.

14 **3.4.5** Beginning on the Compliance Date and continuing for a period of three
15 years, upon demonstration by ERC of test results showing a Daily Lead Exposure Level above
16 0.5mcg/day YOUNG LIVING shall arrange for copies of all laboratory reports for the product
17 in question showing lead content results under Section 3.4.1 to be sent to ERC within ten days
18 after receipt of ERC’s written request.

19 **4. SETTLEMENT PAYMENT**

20 **4.1** In full satisfaction of all potential civil penalties, payment in lieu of civil
21 penalties, attorney’s fees, and costs, YOUNG LIVING shall make a total payment of
22 \$150,000.00 (“Total Settlement Amount”), made in two equal payments to ERC. The first
23 payment shall be madewithin 10 days of the Effective Date and the second within 40 days of
24 the Effective Date. YOUNG LIVING shall make this payment by wire transfer to ERC’s
25 escrow account, for which ERC will give YOUNG LIVING the necessary account information.
26 ERC shall provide necessary W-9 forms to YOUNG LIVING prior to payment. The Total
27 Settlement Amount shall be apportioned as follows:
28

1 **4.2** \$68,460.00 shall be considered a civil penalty pursuant to California Health and
2 Safety Code §25249.7(b)(1). ERC shall remit 75% (\$51,345.00) of the civil penalty to the
3 Office of Environmental Health Hazard Assessment (“OEHHA”) for deposit in the Safe
4 Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety
5 Code §25249.12(c). ERC will retain the remaining 25% (\$17,115.00) of the civil penalty.

6 **4.3** \$3,822.82 shall be distributed to ERC as reimbursement to ERC for reasonable
7 costs incurred in bringing this action.

8 **4.4** \$51,651.42 shall be distributed to ERC in lieu of further civil penalties, for the
9 day-to-day business activities such as (1) continued enforcement of Proposition 65, which
10 includes work, analyzing, researching and testing consumer products that may contain
11 Proposition 65 chemicals, focusing on the same or similar type of ingestible products that are
12 the subject matter of the current action; (2) the continued monitoring of past consent judgments
13 and settlements to ensure companies are in compliance with Proposition 65; and (3) giving a
14 donation of \$2,580.00 to the As You Sow to address reducing toxic chemical exposures in
15 California.

16 **4.5** \$16,482.92 shall be distributed to Lozeau Drury LLP as reimbursement of
17 ERC’s attorney’s fees, while \$9,582.84 shall be distributed to ERC for its in-house legal fees.

18 **5. MODIFICATION OF CONSENT JUDGMENT**

19 **5.1** This Consent Judgment may be modified only (i) by written stipulation of the
20 Parties or pursuant to Section 5.4 and (ii) upon entry by the Court of a modified consent
21 judgment.

22 **5.2** If YOUNG LIVING seeks to modify this Consent Judgment under Section 5.1,
23 then YOUNG LIVING must provide written notice to ERC of its intent (“Notice of Intent”). If
24 ERC seeks to meet and confer regarding the proposed modification in the Notice of Intent, then
25 ERC must provide written notice to YOUNG LIVING within thirty days of receiving the Notice
26 of Intent. If ERC notifies YOUNG LIVING in a timely manner of ERC’s intent to meet and
27 confer, then the Parties shall meet and confer in good faith as required in this Section. The
28 Parties shall meet in person or via telephone within thirty (30) days of ERC’s notification of its

1 intent to meet and confer. Within thirty days of such meeting, if ERC disputes the proposed
2 modification, ERC shall provide to YOUNG LIVING a written basis for its position. The
3 Parties shall continue to meet and confer for an additional thirty (30) days in an effort to
4 resolve any remaining disputes. Should it become necessary, the Parties may agree in writing
5 to different deadlines for the meet-and-confer period.

6 **5.3** In the event that YOUNG LIVING initiates or otherwise requests a modification
7 under Section 5.1, and the meet and confer process leads to a joint motion or application of the
8 Consent Judgment, YOUNG LIVING shall reimburse ERC its costs and reasonable attorney's
9 fees for the time spent in the meet-and-confer process and filing and arguing the motion or
10 application.

11 **5.4** Where the meet-and-confer process does not lead to a joint motion or
12 application in support of a modification of the Consent Judgment, then either Party may seek
13 judicial relief on its own. In such a situation, the prevailing Party may seek to recover costs
14 and reasonable attorney's fees. As used in the preceding sentence, the term "prevailing party"
15 means a party who is successful in obtaining relief more favorable to it than the relief that the
16 other party was amenable to providing during the Parties' good faith attempt to resolve the
17 dispute that is the subject of the modification.

18 **6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT**
19 **JUDGMENT**

20 **6.1** This Court shall retain jurisdiction of this matter to enforce, modify or terminate
21 this Consent Judgment.

22 **6.2** If ERC alleges that any Covered Product fails to qualify as a Reformulated
23 Covered Product (for which ERC alleges that no warning has been provided), then ERC shall
24 inform YOUNG LIVING in a reasonably prompt manner of its test results, including
25 information sufficient to permit YOUNG LIVING to identify the Covered Products at issue.
26 YOUNG LIVING shall, within thirty days following such notice, provide ERC with testing
27 information, from an independent third-party laboratory meeting the requirements of Sections
28 3.4.1 and 3.4.2, demonstrating YOUNG LIVING's compliance with the Consent Judgment, if

1 warranted. The Parties shall first attempt to resolve the matter prior to ERC taking any further
2 legal action.

3 **7. APPLICATION OF CONSENT JUDGMENT**

4 This Consent Judgment may apply to, be binding upon, and benefit the Parties and their
5 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,
6 divisions, affiliates, franchisees, licensees, customers (excluding private labelers), distributors,
7 wholesalers, retailers, predecessors, successors, and assigns. This Consent Judgment shall have no
8 application to Covered Products which are distributed or sold exclusively outside the State of
9 California and which are not used by California consumers.

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

11 **8.1** This Consent Judgment is a full, final, and binding resolution between ERC, on
12 behalf of itself and in the public interest, and YOUNG LIVING and its respective officers,
13 directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates,
14 suppliers, franchisees, licensees, customers (not including private label customers of YOUNG
15 LIVING), distributors, wholesalers, retailers, and all other upstream and downstream entities in
16 the distribution chain of any Covered Product, and the predecessors, successors and assigns of
17 any of them (collectively, "Released Parties"). ERC hereby fully releases and discharges the
18 Released Parties from any and all claims, actions, causes of action, suits, demands, liabilities,
19 damages, penalties, fees, costs and expenses asserted, or that could have been asserted from the
20 handling, use, or consumption of the Covered Products. as to any alleged violation of
21 Proposition 65 or its implementing regulations arising from the failure to provide Proposition
22 65 warnings on the Covered Products regarding lead up to and including the Compliance Date.

23 **8.2** ERC on its own behalf only, on one hand, and YOUNG LIVING on its own
24 behalf only, on the other, further waive and release any and all claims they may have against
25 each other for all actions or statements made or undertaken in the course of seeking or opposing
26 enforcement of Proposition 65 in connection with the Notice or Complaint up through and
27 including the Compliance Date, provided, however, that nothing in Section 8 shall affect or
28 limit any Party's right to seek to enforce the terms of this Consent Judgment.

1 **8.3** It is possible that other claims not known to the Parties arising out of the facts
2 alleged in the Notice or the Complaint and relating to the Covered Products will develop or be
3 discovered. ERC on behalf of itself only, on one hand, and YOUNG LIVING, on the other
4 hand, acknowledge that this Consent Judgment is expressly intended to cover and include all
5 such claims up through the Compliance Date, including all rights of action therefore. ERC and
6 YOUNG LIVING acknowledge that the claims released in Sections 8.1 and 8.2 above may
7 include unknown claims, and nevertheless waive California Civil Code section 1542 as to any
8 such unknown claims. California Civil Code section 1542 reads as follows:

9 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
10 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
11 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF
12 KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS
13 OR HER SETTLEMENT WITH THE DEBTOR.

14 ERC on behalf of itself only, on the one hand, and YOUNG LIVING, on the other hand,
15 acknowledge and understand the significance and consequences of this specific waiver of
16 California Civil Code section 1542.

17 **8.4** Compliance with the terms of this Consent Judgment shall be deemed to
18 constitute compliance with Proposition 65 by any releasee regarding alleged exposures to lead
19 in the Covered Products as set forth in the Notice and the Complaint.

20 **8.5** Nothing in this Consent Judgment is intended to apply to any occupational or
21 environmental exposures arising under Proposition 65, nor shall it apply to any of YOUNG
22 LIVING's products other than the Covered Products.

23 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

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

26 **10. GOVERNING LAW**

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

1 **11. PROVISION OF NOTICE**

2 All notices required to be given to either Party to this Consent Judgment by the other shall
3 be in writing and sent to the following agents listed below via first-class mail. Courtesy copies via
4 email may also be sent.

5 **FOR ENVIRONMENTAL RESEARCH CENTER, INC.:**

6 Chris Heptinstall, Executive Director, Environmental Research Center
7 3111 Camino Del Rio North, Suite 400
8 San Diego, CA 92108
9 Tel: (619) 500-3090
10 Email: chris_ere501c3@yahoo.com

11 With a copy to:

12 MICHAEL R. LOZEAU
13 RICHARD T. DRURY
14 LOZEAU | DRURY LLP
15 410 12th Street, Suite 250
16 Oakland, CA 94607
17 Ph: 510-836-4200
18 Fax: 510-836-4205
19 Email: michael@lozeaudrury.com
20 richard@lozeaudrury.com

21 **YOUNG LIVING ESSENTIAL OILS, LC**

22 Current President or Chief Executive Officer
23 3125 W. Executive Parkway
24 Lehi, Utah 84045
25 1-800-371-3515

26 With a copy to:

27 GREG SPERLA
28 GREENBERG TRAUIG, LLP
1201 K Street, Suite 1100
Sacramento, CA 95814-3938
T: (916) 442-1111
F: (916) 448-1709
Email: sperlag@gtlaw.com

1 **12. COURT APPROVAL**

2 **12.1** Upon execution of this Consent Judgment by the Parties, ERC shall notice a
3 Motion for Court Approval. The Parties shall use their best efforts to support entry of this
4 Consent Judgment.

1 **12.2** If the California Attorney General objects to any term in this Consent Judgment,
2 the Parties shall use their best efforts to resolve the concern in a timely manner, and if possible
3 prior to the hearing on the motion.

4 **12.3** If this Stipulated Consent Judgment is not approved by the Court, it shall be
5 void and have no force or effect.

6 **13. EXECUTION AND COUNTERPARTS**

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

10 **14. DRAFTING**

11 The terms of this Consent Judgment have been reviewed by the respective counsel for each
12 Party prior to its signing, and each Party has had an opportunity to fully discuss the terms and
13 conditions with legal counsel. The Parties agree that, in any subsequent interpretation and
14 construction of this Consent Judgment, no inference, assumption, or presumption shall be drawn,
15 and no provision of this Consent Judgment shall be construed against any Party, based on the fact
16 that one of the Parties and/or one of the Parties' legal counsel prepared and/or drafted all or any
17 portion of the Consent Judgment. It is conclusively presumed that all of the Parties participated
18 equally in the preparation and drafting of this Consent Judgment.

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

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

1 **16. ENTIRE AGREEMENT, AUTHORIZATION**

2 **16.1** This Consent Judgment contains the sole and entire agreement and
3 understanding of the Parties with respect to the entire subject matter herein, and any and all
4 prior discussions, negotiations, commitments and understandings related hereto. No
5 representations, oral or otherwise, express or implied, other than those contained herein have
6 been made by any Party. No other agreements, oral or otherwise, unless specifically referred to
7 herein, shall be deemed to exist or to bind any Party.

8 **16.2** Each signatory to this Consent Judgment certifies that he or she is fully
9 authorized by the Party he or she represents to stipulate to this Consent Judgment. Except as
10 explicitly provided herein, each Party shall bear its own fees and costs.

11 **17. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF**
12 **CONSENT JUDGMENT**

13 This Consent Judgment has come before the Court upon the request of the Parties. The
14 Parties request the Court to fully review this Consent Judgment and, being fully informed
15 regarding the matters which are the subject of this action, to:

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

19 (2) Make the findings pursuant to California Health and Safety Code section
20 25249.7(f)(4), approve the Settlement, and approve this Consent Judgment.

21 **IT IS SO STIPULATED:**

22 Dated: 2/15/, 2016

23 ENVIRONMENTAL RESEARCH
CENTER, INC.

24 By: 
25 Chris Heptinstall, Executive Director

1 Dated: 02/16, 2016

YOUNG LIVING ESSENTIAL OILS, LC



By: Matt French
Its: General Counsel

5 **APPROVED AS TO FORM:**

6 Dated: _____, 2016

LOZEAU | DRURY LLP

7 By: _____
8 Michael R. Lozeau
9 Richard T. Drury
10 Attorneys for Plaintiff Environmental
11 Research Center, Inc.

12 Dated: _____, 2016

GREENBERG TRAUERIG, LLP

14 By: _____
15 Greg Sperla
16 Attorney for Defendant Young Living
17 Essential Oils, LC

18 **ORDER AND JUDGMENT**

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

21 IT IS SO ORDERED, ADJUDGED AND DECREED.

23 Dated: _____, 2016

24 Judge of the Superior Court

1 Dated: 02/16, 2016

YOUNG LIVING ESSENTIAL OILS, LC

MCF
By: Matt French
Its: General Counsel

5 **APPROVED AS TO FORM:**

6 Dated: 02/16, 2016

LOZEAU | DRURY LLP

By: Michael R. Lozeau
Michael R. Lozeau
Richard T. Drury
Attorneys for Plaintiff Environmental
Research Center, Inc.

12 Dated: _____, 2016

GREENBERG TRAUERIG, LLP

By: _____
Greg Sperla
Attorney for Defendant Young Living
Essential Oils, LC

ORDER AND JUDGMENT

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

21 IT IS SO ORDERED, ADJUDGED AND DECREED.

23 Dated: _____, 2016

Judge of the Superior Court

1 Dated: 02/16, 2016

YOUNG LIVING ESSENTIAL OILS, LC



By: Matt French
Its: General Counsel

5 **APPROVED AS TO FORM:**

6 Dated: _____, 2016

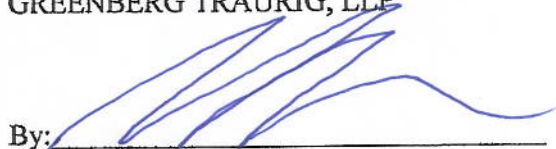
LOZEAU | DRURY LLP

7 By: _____

8 Michael R. Lozeau
9 Richard T. Drury
10 Attorneys for Plaintiff Environmental
11 Research Center, Inc.

12 Dated: _____, 2016

GREENBERG TRAURIG, LLP

13 

14 By: _____
15 Greg Sperla
16 Attorney for Defendant Young Living
17 Essential Oils, LC

18 **ORDER AND JUDGMENT**

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

21 IT IS SO ORDERED, ADJUDGED AND DECREED.

22
23 Dated: _____, 2016

Judge of the Superior Court