

ENDORSED
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ALAMEDA COUNTY

2016 SEP 30 P 1:33

CLERK OF THE SUPERIOR COURT
M. CARRERA, DEPUTY

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10 ENVIRONMENTAL RESEARCH CENTER, INC.

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18 Attorneys for Defendant
19 NATURAL FACTORS NUTRITIONAL
20 PRODUCTS INC.

21 SUPERIOR COURT OF THE STATE OF CALIFORNIA
22 COUNTY OF ALAMEDA

23 ENVIRONMENTAL RESEARCH
24 CENTER, INC. a non-profit California
25 corporation,

26 Plaintiff,

27 v.

28 NATURAL FACTORS NUTRITIONAL
PRODUCTS INC., a Washington corporation,

Defendants.

Case No. RG

RG16833396

STIPULATED CONSENT
JUDGMENT

Health & Safety Code § 25249.5 *et seq.*

Action Filed: September 30, 2016

Trial Date: None set

1 c) Natural Factors 7 Day Total Nutritional Cleansing Program Colon Support
2 & Liver Support

3 8) Natural Factors WellBetX PGX Weight Loss Shake Chocolate

4 9) Natural Factors WellBetX PGX Weight Management Shake French Vanilla

5 10) Natural Factors SlimStyles Weight Loss Drink Mix with PGX Rich Mocha

6 11) Natural Factors SlimStyles Weight Loss Drink Mix with PGX Very
7 Strawberry

8 12) Natural Factors Detoxitech

9 13) Natural Factors PGX Satisfast Whey Protein Energy Drink Mix Very Vanilla

10 14) Natural Factors PGX Satisfast Whey Protein Energy Drink Mix Double
11 Chocolate

12 15) InovoBiologic Inc. PGX Satisfast Vegan Protein Very Strawberry

13 16) InovoBiologic Inc. PGX Satisfast Organic Vegan Protein Bar Very Berry
14 Dark Chocolate

15 17) InovoBiologic Inc. PGX Satisfast Organic Vegan Protein Bar Dark Chocolate
16 Coconut

17 18) InovoBiologic Inc. PGX Satisfast Organic Vegan Protein Bar Dark Chocolate
18 Peanut Butter.

19 All sizes, packaging and forms of each Covered Product are subject to this Consent Judgment.

20 **1.2** ERC and NATURAL FACTORS are hereinafter referred to individually as a
21 “Party” or collectively as the “Parties.”

22 **1.3** ERC is a California non-profit corporation dedicated to, among other causes,
23 helping safeguard the public from health hazards by reducing the use and misuse of hazardous
24 and toxic chemicals, facilitating a safe environment for consumers and employees, and
25 encouraging corporate responsibility.

26 **1.4** NATURAL FACTORS is a Washington Corporation which has employed ten or
27 more persons at times relevant to this action, and qualifies as a “person in the course of business”

1 product (using the largest serving size recommended on the product label), multiplied by
2 servings of the product per day (using the largest number of servings in a recommended daily
3 dosage appearing on the product label), which equals micrograms of lead exposure per day, but
4 excluding lead which is deemed “Naturally Occurring.”

5 **3.2 Clear and Reasonable Warnings**

6 If NATURAL FACTORS is required to provide a warning pursuant to Section 3.1, the
7 following warning must be utilized (the “Warning”):

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

10 NATURAL FACTORS shall use the phrase “cancer and” in the Warning only if the “Daily Lead
11 Exposure Level” is greater than 15 micrograms of lead as determined pursuant to the quality
12 control methodology set forth in Section 3.4.

13 The Warning shall be securely affixed to or printed upon the packaging, container or
14 label of each Covered Product, or, for any Covered Product sold over NATURAL FACTORS’
15 website, the Warning shall appear prior to completing checkout on NATURAL FACTORS’
16 website when a California delivery address is indicated for any purchase of any Covered
17 Product. The Warning on the website must identify with an asterisk or other reasonably clear
18 and conspicuous method which of the products is subject to the Warning.

19 The Warning shall be at least the same size as the largest of any other health or safety
20 warnings also appearing on its website or on the packaging, label or container of NATURAL
21 FACTORS’ product packaging and the word “**WARNING**” shall be in all capital letters and in
22 bold print. No statements contradicting or conflicting with the Warning shall accompany the
23 Warning on the packaging, label or container or the location of the website Warning.

24 NATURAL FACTORS must display the above Warning with such conspicuousness, as
25 compared with other words, statements, design of the packaging, label, container, or on its
26 website, as applicable, to render the Warning likely to be read and understood by an ordinary
27 individual under customary conditions of purchase or use of the Covered Product.

1 In the event there is an amendment to Proposition 65 or a modification to its implementing
2 regulations regarding the Maximum Allowable Dose Level (“MADL”) for lead or No Significant
3 Risk Level (“NSRLs”) for lead currently set forth in Health and Safety Code sections 25805 and
4 25705, respectively, this Consent Judgment shall be deemed modified on the date the amendment
5 becomes final or the regulations become effective (whichever is later) to incorporate the new
6 standards into Section 3 of this Consent Judgment. Given the August 30, 2016 issuance of new
7 regulations governing the “Safeharbor Warning Language” currently set forth in 27 Cal Code Reg.
8 sections 25600 *et seq.*, NATURAL FACTORS shall be allowed to utilize the new “Safeharbor
9 Warning Language” for foods set forth at 27 Cal. Code Reg. sections 25607.1 and 25607.2 at any
10 time on or after the Effective Date, in its sole discretion; provided, however, NATURAL
11 FACTORS shall be allowed to distribute or sell inventory on hand and units in production, and
12 then subsequently implement use of the new Safeharbor Warning Language as it prints packaging,
13 labels or containers for the Covered Product labels in the ordinary course of business. At any time
14 NATURAL FACTORS may, in its sole discretion, elect to use the Warning in lieu of the new
15 Safeharbor Warning Language.

16 **3.3 Reformulated Covered Products**

17 A Reformulated Covered Product is a Covered Product for which the “Daily Lead
18 Exposure Level” is no greater than 0.5 micrograms of lead per day, excluding any “Naturally
19 Occurring Lead,” as determined by the quality control methodology described in Section 3.4.

20 **3.3 Testing and Quality Control Methodology**

21 **3.3.1** Beginning within one year of the Compliance Date, NATURAL
22 FACTORS shall arrange for lead testing of the Covered Products at least once a year for a
23 minimum of three (3) consecutive years by arranging for testing of a “Representative Sampling”
24 of each of the Covered Products in the form intended for sale to the end-user of each of the
25 Covered Products, which NATURAL FACTORS intends to sell or is manufacturing for sale in
26 California or “Distributing into the State of California.” “Representative Sampling” as used
27 herein shall mean with respect to testing of finished Covered Products, the testing of two (2) or

1 Covered Product by others) Representative Samples of the finished Covered Products.

2 **3.3.5** Nothing in this Consent Judgment shall limit NATURAL FACTORS'
3 ability to conduct, or require that others conduct, additional testing of the Covered Products,
4 including the raw materials used in their manufacture.

5 **3.3.6** NATURAL FACTORS shall retain all test results and documentation for
6 a period of three (3) years from the date of each test. At any time following the Compliance
7 Date, ERC may request that NATURAL FACTORS provide within thirty (30) days of the date
8 of its request, documentation supporting the sale in California of any Covered Product without
9 the health hazard warnings specified in this Consent Judgment.

10 **3.3.7** NATURAL FACTORS shall be allowed to exclude exposures to the
11 following amounts of lead in a Covered Product, which are deemed "Naturally Occurring
12 Lead" for purposes of this Consent Judgment:
13 0.8 micrograms per gram ("mcg/g") in elemental calcium, up to a maximum exclusion of
14 1.2 mcg if there is 1500 milligrams or more of elemental calcium per recommended serving
15 on the label; 0.4 mcg/g in Ferrous Fumarate; 8.0 mcg/g in zinc oxide; 0.4 mcg/g in
16 magnesium oxide; 0.332 mcg/g in magnesium carbonate; 0.4 mcg/g in magnesium
17 hydroxide; 0.8 mcg/g in zinc gluconate; 1.1 mcg/g in potassium chloride; 1.0 mcg/g in
18 cocoa powder, 1.0 mcg/g in chocolate liquor and 0.1 mcg/g in cocoa butter.

19 If NATURAL FACTORS intends to utilize the amounts of lead deemed "Naturally
20 Occurring" for purposes of this Consent Judgment, it must submit to ERC upon request a list
21 showing all of the ingredients of each Covered Product for which a "Naturally Occurring
22 Allowance" is claimed, and a worksheet documenting the allowances in the Covered
23 Product. NATURAL FACTORS will be entitled to submit this information to ERC
24 confidentially. ERC shall be liable to Natural Factors for damages if ERC releases the
25 confidential information or third parties obtain the confidential information from or
26 through ERC.

1 **4. SETTLEMENT PAYMENT**

2 **4.1** In full satisfaction of all potential civil penalties, payment in lieu of civil
3 penalties, attorney's fees, and costs, NATURAL FACTORS shall make a total payment of
4 \$150,000.00 ("Total Settlement Amount") to ERC within five (5) days of the Effective Date.
5 NATURAL FACTORS shall make this payment by wire transfer to ERC's escrow account, for
6 which ERC will give NATURAL FACTORS the necessary account information. The Total
7 Settlement Amount shall be apportioned as follows:

8 **4.2** \$52,642.06 shall be considered a civil penalty pursuant to California Health
9 and Safety Code section 25249.7(b)(1). ERC shall remit 75% (\$39,481.55) of the civil penalty
10 to the Office of Environmental Health Hazard Assessment ("OEHHA") for deposit in the Safe
11 Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety
12 Code section 25249.12(c) within fifteen (15) days of receipt. ERC will retain the remaining
13 25% (\$13,160.51) of the civil penalty.

14 **4.3** \$5,484.44 shall be distributed to ERC as reimbursement to ERC for
15 reasonable costs incurred in bringing this action.

16 **4.4** \$52,642.06 shall be distributed to ERC in lieu of further civil penalties, for
17 the day-to-day business activities such as (1) continued enforcement of Proposition 65, which
18 includes work analyzing, researching, and testing consumer products that may contain
19 Proposition 65 chemicals, focusing on the same or similar type of ingestible products that are
20 the subject matter of the current action; (2) the continued monitoring of past consent judgments
21 and settlements to ensure companies are in compliance with Proposition 65; and (3) giving a
22 donation of \$2,632.10 to the Center For Environmental Health to address reducing toxic
23 chemical exposures in California.

24 **4.5** \$17,500.00 shall be distributed to Lozeau Drury LLP as reimbursement of
25 ERC's attorney's fees, while \$21,731.44 shall be distributed to ERC for its in-house legal fees.
26 Except as explicitly provided herein, each Party shall bear its own fees and costs.

27 **4.6** In the event that NATURAL FACTORS fails to remit the Total Settlement
28

1 Amount owed under Section 4 of this Consent Judgment on or before the Due Date,
2 NATURAL FACTORS shall be deemed to be in material breach of its obligations under this
3 Consent Judgment. ERC shall provide written notice of the delinquency to NATURAL
4 FACTORS via electronic mail. If NATURAL FACTORS fails to deliver the Total Settlement
5 Amount within five (5) days from the written notice, the unpaid portion of the Total Settlement
6 Amount shall become immediately due and payable and shall accrue interest at the statutory
7 judgment interest rate provided in the Code of Civil Procedure section 685.010. Additionally,
8 NATURAL FACTORS agrees to pay ERC's reasonable attorney's fees and costs for any
9 efforts to collect the payment due under this Consent Judgment if the Total Settlement Amount
10 is not paid within five (5) days of the written notice of delinquency.

11 **5. MODIFICATION OF CONSENT JUDGMENT**

12 **5.1** This Consent Judgment may be modified (i) by written stipulation of the Parties
13 or pursuant to Section 5.3 and (ii) upon entry by the Court of a modified consent judgment.
14 Notice of any motion to modify shall be served on the Office of the Attorney General of
15 California.

16 **5.2** If a Party seeks to modify this Consent Judgment under Section 5.1, that Party
17 must provide written notice to the other Party of its intent ("Notice of Intent"). The Party who
18 receives the Notice of Intent must, within thirty (30) days of receipt either elect to take no
19 position on the proposed modification or seek to meet and confer regarding the proposed
20 modification in the Notice of Intent. The Parties shall meet and confer in good faith as required
21 in this Section in person or via telephone within thirty (30) days of the election to meet and
22 confer. After the meet and confer the Party seeking the modification either shall file a noticed
23 motion seeking the modification as proposed, or as modified during the meet and confer
24 process or elect to forgo the modification. Should it become necessary, the Parties may agree
25 in writing to different deadlines for the meet-and-confer period.

1 **5.3** Where the meet-and-confer process does not lead to a joint motion or an
2 uncontested motion in support of a modification of the Consent Judgment, then either Party
3 may seek judicial relief on its own.

4 **6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT**
5 **JUDGMENT**

6 **6.1** This Court shall retain jurisdiction of this matter to enforce, modify, or
7 terminate this Consent Judgment.

8 **6.2** If ERC alleges that any Covered Product fails to qualify as a Reformulated
9 Covered Product (for which ERC alleges that no Warning or Safeharbor Warning Language
10 has been provided), then ERC shall inform NATURAL FACTORS in a reasonably prompt
11 manner of its test results, including information sufficient to permit NATURAL FACTORS to
12 identify the Covered Products at issue. NATURAL FACTORS shall, within thirty (30) days
13 following such notice, provide ERC with testing information, obtained in accordance with
14 Sections 3.4., demonstrating NATURAL FACTORS' compliance with the Consent Judgment,
15 if warranted. The Parties shall first attempt to resolve the matter prior to ERC taking any
16 further legal action.

17 **7. APPLICATION OF CONSENT JUDGMENT**

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

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

25 **8.1** This Consent Judgment is a full, final, and binding resolution between ERC, on
26 behalf of itself and in the public interest, and NATURAL FACTORS and its respective
27 officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions,
28

1 suppliers, franchisees, licensees, customers (not including private label customers of
2 NATURAL FACTORS), distributors, wholesalers, retailers, and all other upstream and
3 downstream entities in the distribution chain of any Covered Product, and the predecessors,
4 successors, and assigns of any of them (collectively, "Released Parties"). ERC hereby fully
5 releases and discharges the Released Parties from any and all claims, actions, causes of action,
6 suits, demands, liabilities, damages, penalties, fees, costs, and expenses asserted, or that could
7 have been asserted from the handling, use, or consumption of the Covered Products, as to any
8 alleged violation of Proposition 65 or its implementing regulations arising from the failure to
9 provide Proposition 65 warnings respecting lead in the Covered Products up to and including
10 the Effective Date.

11 **8.2** ERC on its own behalf only, and NATURAL FACTORS on its own behalf only,
12 further waive and release any and all claims they may have against each other for all actions or
13 statements made or undertaken in the course of seeking or opposing enforcement of Proposition
14 65 in connection with the Notice or Complaint up through and including the Effective Date,
15 provided, however, that nothing in Section 8 shall affect or limit any Party's right to seek to
16 enforce the terms of this Consent Judgment.

17 **8.3** It is possible that other claims not known to the Parties, arising out of the facts
18 alleged in the Notice or the Complaint and relating to the Covered Products, will develop or be
19 discovered. ERC on behalf of itself only, and NATURAL FACTORS on behalf of itself only,
20 acknowledge that this Consent Judgment is expressly intended to cover and include all such
21 claims up through and including the Effective Date, including all rights of action therefore.
22 ERC and NATURAL FACTORS acknowledge that the claims released in Sections 8.1 and 8.2
23 above may include unknown claims, and nevertheless waive California Civil Code Section
24 1542 as to any such unknown claims. California Civil Code section 1542 reads as follows:

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

1 ERC on behalf of itself only, and NATURAL FACTORS on behalf of itself only, acknowledge
2 and understand by their initials below the significance and consequences of this specific waiver
3 of California Civil Code section 1542. ERC NATURAL FACTORS

4 **8.1** Compliance with the terms of this Consent Judgment by NATURAL
5 FACTORS after the Effective Date shall be deemed to constitute compliance with Proposition
6 65 by any Released Party regarding alleged exposures to lead in the Covered Products as set
7 forth in the Notice and the Complaint.

8 **8.2** Nothing in this Consent Judgment is intended to apply to any occupational
9 or environmental exposures arising under Proposition 65, nor shall it apply to any of
10 NATURAL FACTORS' products other than the Covered Products.

11 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

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

14 **10. GOVERNING LAW**

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

17 **11. PROVISION OF NOTICE**


18 All notices required to be given to either Party to this Consent Judgment by the other shall
19 be in writing and sent to the following agents listed below via first-class mail, or via an overnight
20 delivery service with a tracking function. Courtesy copies via email may also be sent.

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

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

27 With a copy to:

28 RICHARD T. DRURY
REBECCA L. DAVIS
LOZEAU | DRURY LLP

1 ERC on behalf of itself only, and NATURAL FACTORS on behalf of itself only, acknowledge
2 and understand by their initials below the significance and consequences of this specific waiver
3 of California Civil Code section 1542. _____ ERC  NATURAL FACTORS

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23 3111 Camino Del Rio North, Suite 400
24 San Diego, CA 92108
25 Tel: (619) 500-3090
26 Email: chris_erc501c3@yahoo.com

27 With a copy to:
28 RICHARD T. DRURY
REBECCA L. DAVIS
LOZEAU | DRURY LLP

1 410 12th Street, Suite 250
2 Oakland, CA 94607
3 Ph: 510-836-4200
4 Fax: 510-836-4205
5 Email: richard@lozeaudrury.com

6 **NATURAL FACTORS NUTRITIONAL PRODUCTS INC.**

7 Natural Factors Nutritional Products, Inc.
8 Attention: Mr. Ron Smith
9 1111 – 80th Street SW, Suite 100
10 Everett, WA 98203

11 With a copy to:
12 JUDITH PRAITIS
13 AMY P. LALLY
14 SIDLEY AUSTIN LLP
15 555 West Fifth Street, Suite 4000
16 Los Angeles, California 90013-1010
17 Telephone: (213) 896-6000
18 Facsimile: (213) 896-6600
19 jpraitis@sidley.com
20 alally@sidley.com.

21 **12. COURT APPROVAL**

22 **12.1** Upon execution of this Consent Judgment by the Parties, ERC shall
23 notice a Motion for Court Approval. NATURAL FACTORS agrees not to oppose entry of this
24 Consent Judgment.

25 **12.2** If the California Attorney General objects to any term in this Consent
26 Judgment, the Party to whom the objection is addressed shall use reasonable efforts to resolve
27 the objection in a timely manner, and if possible prior to the hearing on the Motion for Court
28 Approval. If the objection concerns both Parties, then both agree to use reasonable efforts to
resolve the objection; provided, however, no Party shall be required to take a position against
its interests.

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

13. EXECUTION AND COUNTERPARTS

This Consent Judgment may be executed in counterparts, which taken together shall be

1 deemed to constitute one document. A facsimile or .pdf signature shall be construed to be as valid
2 as the original signature.

3 **14. DRAFTING**

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

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

13 If a dispute arises with respect to either Party's compliance with the terms of this Consent
14 Judgment entered by the Court, the Parties shall meet and confer in person, by telephone, and/or in
15 writing and endeavor to resolve the dispute in an amicable manner. No action or motion may be
16 filed in the absence of such a good faith attempt to resolve the dispute beforehand.

17 **16. ENFORCEMENT**

18 ERC may, by motion or order to show cause before the Superior Court of Alameda
19 County, enforce the terms and conditions contained in this Consent Judgment. In any action
20 brought by ERC to enforce this Consent Judgment, ERC may seek whatever fines, costs,
21 penalties, or remedies as are provided by law for failure to comply with the Consent Judgment.

22 **17. ENTIRE AGREEMENT, AUTHORIZATION**

23 **17.1** This Consent Judgment contains the sole and entire agreement and
24 understanding of the Parties with respect to the entire subject matter herein, and any and all
25 prior discussions, negotiations, commitments, and understandings related hereto. No
26 representations, oral or otherwise, express or implied, other than those contained herein have
27

1 been made by any Party. No other agreements, oral or otherwise, unless specifically referred to
2 herein, shall be deemed to exist or to bind any Party.

3 17.2 Each signatory to this Consent Judgment certifies that he or she is fully
4 authorized by the Party he or she represents to stipulate to this Consent Judgment.

5 **18. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF**
6 **CONSENT JUDGMENT**

7 This Consent Judgment has come before the Court upon the Motion of ERC. The Parties
8 request the Court to fully review this Consent Judgment and, being fully informed regarding the
9 matters which are the subject of this action, to
10 make the findings pursuant to California Health and Safety Code section 25249.7(f)(4)
11 necessary to approve the settlement.

12 **IT IS SO STIPULATED:**

13 Dated: 9/29/, 2016

ENVIRONMENTAL RESEARCH
CENTER, INC.

14 By: 
15 Chris Heprinstall, Executive Director

16 Dated: _____, 2016

NATURAL FACTORS NUTRITIONAL
PRODUCTS INC.

17
18
19 By: _____
20 Its: _____
21
22
23
24
25
26
27

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11 necessary to approve the settlement.

12 **IT IS SO STIPULATED:**

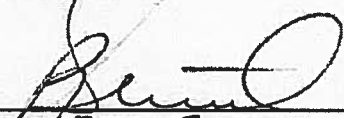
13 Dated: _____, 2016

ENVIRONMENTAL RESEARCH
CENTER, INC.

By: _____
Chris Heptinstall, Executive Director

14
15
16 Dated: SEPTEMBER 29, 2016

NATURAL FACTORS NUTRITIONAL
PRODUCTS INC.

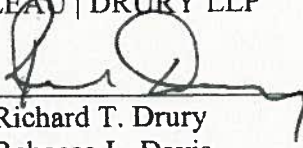
17
18
19 By:  _____
20 Its: RON SMITH, VP QUALITY

21
22
23
24
25
26
27
28

1 APPROVED AS TO FORM:


2 Dated: Sept. 29, 2016

LOZEAU | DRURY LLP

3 By: 
Richard T. Drury
Rebecca L. Davis
Attorneys for Plaintiff Environmental
Research Center, Inc.

6
7 Dated: September 29, 2016

SIDLEY AUSTIN LLP

8
9 By: 
Judith Praitis
Amy P. Lally
Attorneys for Natural
Factors Nutritional Products Inc.

13 **ORDER AND JUDGMENT**

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

16 IT IS SO ORDERED, ADJUDGED AND DECREED.

17 Dated: _____, 2016

Judge of the Superior Court