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9 ENVIRONMENTAL RESEARCH CENTER, INC

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

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

17 **Plaintiff,**

18 **vs.**

19 **BEAUTYFIT INC.; BED BATH &**
20 **BEYOND INC.; and DOES 1-100**

21 **Defendants.**

CASE NO. RG17860873

STIPULATED CONSENT
JUDGMENT

Health & Safety Code § 25249.5 *et seq.*

Action Filed: May 15, 2017

Trial Date: None set

22 **1. INTRODUCTION**

23 **1.1** On May 15, 2017, Plaintiff Environmental Research Center, Inc. (“ERC”), a non-
24 profit corporation, as a private enforcer and in the public interest, initiated this action by filing a
25 Complaint for Injunctive and Declaratory Relief and Civil Penalties pursuant to the provisions of
26 California Health and Safety Code section 25249.5 *et seq.* (“Proposition 65”), against BeautyFit
27 Inc. (“BeautyFit”), Bed Bath & Beyond, and Does 1-100. Upon Entry of this Consent Judgment
28 by the Court, ERC will dismiss Bed Bath & Beyond from the case.

1 **1.2** In this action, ERC alleges that a number of products manufactured, distributed,
2 or sold by BeautyFit contain lead, a chemical listed under Proposition 65 as a carcinogen and
3 reproductive toxin, and expose consumers to this chemical at a level requiring a Proposition 65
4 warning. These products (referred to hereinafter individually as a “Covered Product” or
5 collectively as “Covered Products”) are:

- 6 (1) Beauty Whey Premium Protein Shake Smart Cookie,
- 7 (2) Beauty Whey Premium Protein Shake Vixen Vanilla,
- 8 (3) Beauty Fuel, and
- 9 (4) Beauty Natural Retic Maximum Strength Diuretic.

10 **1.3** ERC and BeautyFit are hereinafter referred to individually as a “Party” or
11 collectively as the “Parties.”

12 **1.4** ERC is a 501 (c)(3) California non-profit corporation dedicated to, among other
13 causes, helping safeguard the public from health hazards by reducing the use and misuse of
14 hazardous and toxic chemicals, facilitating a safe environment for consumers and employees,
15 and encouraging corporate responsibility.

16 **1.5** For purposes of this Consent Judgment only the Parties agree that BeautyFit is a
17 business entity that has employed ten or more persons at all times relevant to this action, and
18 qualifies as a “person in the course of business” within the meaning of Proposition 65. BeautyFit
19 manufactures, distributes, and/or sells the Covered Products. The Complaint is based on
20 allegations contained in ERC’s Notices of Violation dated February 24, 2017 that were served
21 on the California Attorney General, other public enforcers, and BeautyFit, and Bed Bath &
22 Beyond (“Notices”). True and correct copy of the 60-Day Notices dated February 24, 2017 are
23 attached hereto as **Exhibits A and B** and are incorporated herein by reference. More than 60
24 days have passed since the Notices were served on the Attorney General, public enforcers, and

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1 BeautyFit and no designated governmental entity has filed a complaint against BeautyFit with
2 regard to the Covered Products or the alleged violations.

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

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

14 **1.8** Except as expressly set forth herein, nothing in this Consent Judgment shall
15 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
16 current or future legal proceeding unrelated to these proceedings.

17 **1.9** The Effective Date of this Consent Judgment is the date on which it is entered as
18 a Judgment by this Court.

19 **2. JURISDICTION AND VENUE**

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

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

2 **3.1** Beginning on the Effective Date, BeautyFit shall be permanently enjoined from
3 manufacturing for sale in the State of California, “Distributing into the State of California”, or
4 directly selling in the State of California, any Covered Products which exposes a person to a
5 “Daily Lead Exposure Level” of more than 0.5 micrograms of lead per day unless it meets the
6 warning requirements under Section 3.2.

7 **3.1.1** As used in this Consent Judgment, the term “Distributing into the State
8 of California” shall mean to directly ship a Covered Product into California for sale in
9 California or to sell a Covered Product to a distributor that BeautyFit knows or has reason to
10 know will sell the Covered Product in California.

11 **3.1.2** For purposes of this Consent Judgment, the “Daily Lead Exposure
12 Level” shall be measured in micrograms, and shall be calculated using the following formula:
13 micrograms of lead per gram of product, multiplied by grams of product per serving of the
14 product (using the largest serving size appearing on the product label), multiplied by servings
15 of the product per day (using the largest number of servings in a recommended dosage
16 appearing on the product label), which equals micrograms of lead exposure per day. If no
17 recommended daily serving size is provided on the label, then the daily serving size shall equal
18 one.

19 **3.2 Clear and Reasonable Warnings**

20 If BeautyFit is required to provide a warning pursuant to Section 3.1, the following
21 warning must be utilized (“Warning”):

22 **WARNING:** Consuming this product can expose you to chemicals including lead which is
23 [are] known to the State of California to cause [cancer and] birth defects or other
reproductive harm. For more information go to www.P65Warnings.ca.gov/food.

24 BeautyFit shall use the phrase “cancer and” in the Warning only if the “Daily Lead Exposure
25 Level” is greater than 15 micrograms of lead as determined pursuant to the quality control
26 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 any Covered Product sold over the internet, the Warning shall

1 appear on the checkout page when a California delivery address is indicated for any purchase of
2 any Covered Product. An asterisk or other identifying method must be utilized to identify which
3 products on the checkout page are subject to the Warning.

4 The Warning shall be at least the same size as the largest of any other health or safety
5 warnings also appearing on its website or on the label or container of BeautyFit's product
6 packaging and the word "WARNING" shall be in all capital letters and in bold print. No
7 statements intended to or likely to have the effect of diminishing the impact of, or reducing the
8 clarity of, the Warning on the average lay person shall accompany the Warning. Further, no
9 statements may accompany the Warning that state or imply that the source of the listed chemical
10 has an impact on or results in a less harmful effect of the listed chemical.

11 BeautyFit must display the above Warning with such conspicuousness, as compared with
12 other words, statements, design of the label, container, or on its website, as applicable, to render
13 the Warning likely to be read and understood by an ordinary individual under customary
14 conditions 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" is no
17 greater than 0.5 micrograms of lead per day as determined by the quality control methodology
18 described in Section 3.4.

19 **3.4 Testing and Quality Control Methodology**

20 **3.4.1** Beginning within one year of the Effective Date, BeautyFit shall arrange
21 for lead testing of the Covered Products once a year for a minimum of one year by arranging
22 for testing of three randomly selected samples of each of the Covered Products, in the form
23 intended for sale to the end-user, which BeautyFit intends to sell or is manufacturing for sale in
24 California, directly selling to a consumer in California or "Distributing into the State of
25 California." If tests conducted pursuant to this Section demonstrate that no Warning is required
26 for a Covered Product after the first year, then the testing requirements of this Section will no
27 longer be required as to that Covered Product.

1 **3.4.2** For purposes of measuring the “Daily Lead Exposure Level,” the
2 arithmetic mean lead detection result of the three (3) randomly selected samples of the
3 Covered Products will be 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 and approved by the Court through
10 entry of a modified consent judgment.

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

15 **3.4.5** Nothing in this Consent Judgment shall limit BeautyFit’s ability to
16 conduct, or require that others conduct, additional testing of the Covered Products, including
17 the raw materials used in their manufacture.

18 **3.4.6** Within sixty (60) days of ERC’s written request, BeautyFit shall deliver
19 lab reports obtained pursuant to Section 3.4 to ERC. BeautyFit shall retain all test results and
20 documentation for a period of three years from the date of each test.

21 **4. SETTLEMENT PAYMENT**

22 **4.1** In full satisfaction of all potential civil penalties, additional settlement payments,
23 attorney’s fees, and costs, BeautyFit shall make a total payment of \$34,200.00 (“Total
24 Settlement Amount”) to ERC by wire transfer to ERC’s escrow account, for which ERC will
25 give BeautyFit the necessary account information. The Total Settlement Amounts shall be
26 ~~made in twelve (12) equal consecutive monthly installments of \$2,850.00 with the first~~
27 ~~payment due and owing within ten (10) days after execution of the Consent Judgment with~~
28 ~~each additional payment of \$2,850.00 to follow in thirty day increments (“Due Dates”).~~

1 The Total Settlement Amount shall be apportioned as follows:

2 **4.2** \$2,500.00 shall be considered a civil penalty pursuant to California Health and
3 Safety Code section 25249.7(b)(1). ERC shall remit 75% (\$1,875.00) of the civil penalty to the
4 Office of Environmental Health Hazard Assessment (“OEHHA”) for deposit in the Safe
5 Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety
6 Code section 25249.12(c). ERC will retain the remaining 25% (\$625.00) of the civil penalty.

7 **4.3** \$4,723.32 shall be distributed to ERC as reimbursement to ERC for reasonable
8 costs incurred in bringing this action.

9 **4.4** \$1,224.00 shall be distributed to Michael Freund as reimbursement of ERC’s
10 attorney’s fees, \$8,500.00 shall be distributed to Ryan Hoffman as reimbursement of ERC’s
11 attorney’s fees, while \$17,252.68 shall be distributed to ERC for its in-house legal fees. Except
12 as explicitly provided herein, each Party shall bear its own fees and costs.

13 **4.6** In the event that BeautyFit fails to remit any settlement payment owed under
14 Section 4 of this Consent Judgment on or before its respective Due Date, BeautyFit shall be
15 deemed to be in material breach of its obligations under this Consent Judgment. ERC shall
16 provide written notice of the delinquency to BeautyFit via electronic mail. If BeautyFit fails to
17 deliver the delinquent payment within ten (10) days from the written notice, the Total
18 Settlement Amount shall become immediately due and owing and shall accrue interest at the
19 statutory judgment interest rate provided in the California Code of Civil Procedure section
20 685.010. Additionally, BeautyFit agrees to pay ERC’s reasonable attorney’s fees and costs for
21 any efforts to collect the payment due under this Consent Judgment.

22 **5. MODIFICATION OF CONSENT JUDGMENT**

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

26 ~~**5.2** If BeautyFit seeks to modify this Consent Judgment under Section 5.1, then~~
27 ~~BeautyFit must provide written notice to ERC of its intent (“Notice of Intent”). If ERC seeks to~~
28 ~~meet and confer regarding the proposed modification in the Notice of Intent, then ERC must~~

1 provide written notice to BeautyFit within fifteen (15) days of receiving the Notice of Intent. If
2 ERC notifies BeautyFit in a timely manner of ERC's intent to meet and confer, then the Parties
3 shall meet and confer in good faith as required in this Section. The Parties shall meet in person
4 or via telephone within forty-five (45) days of ERC's notification of its intent to meet and
5 confer. Within fifteen (15) days of such meeting, if ERC disputes the proposed modification,
6 ERC shall provide to BeautyFit a written basis for its position. The Parties shall continue to
7 meet and confer for an additional thirty (30) days in an effort to resolve any remaining disputes.
8 Should it become necessary, the Parties may agree in writing to different deadlines for the
9 meet-and-confer period.

10 **5.3** Where the meet-and-confer process does not lead to a joint motion or
11 application in support of a modification of the Consent Judgment, then either Party may seek
12 judicial relief on its own.

13 **6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT** 14 **JUDGMENT**

15 **6.1** This Court shall retain jurisdiction of this matter to enforce, modify, or terminate
16 this Consent Judgment.

17 **6.2** If ERC alleges that any Covered Product fails to qualify as a Reformulated
18 Covered Product (for which ERC alleges that no Warning has been provided), then ERC shall
19 inform BeautyFit in a reasonably prompt manner of its test results, including information
20 sufficient to permit BeautyFit to identify the Covered Products at issue. BeautyFit shall, within
21 sixty (60) days following such notice, provide ERC with testing information, from an
22 independent third-party laboratory meeting the requirements of Sections 3.4.3 and 3.4.4,
23 demonstrating BeautyFit's compliance with the Consent Judgment, if warranted. The Parties
24 shall first attempt to resolve the matter prior to ERC taking any further legal action.

25 **7. APPLICATION OF CONSENT JUDGMENT**

26 ~~This Consent Judgment may apply to, be binding upon, and benefit the Parties and their~~
27 ~~respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,~~
28 ~~divisions, franchisees, licensees, customers (excluding private labelers), distributors, wholesalers,~~

1 retailers, predecessors, successors, and assigns. This Consent Judgment shall have no
2 application to any Covered Product which is distributed or sold exclusively outside the State of
3 California and which is not used by California consumers.

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

5 **8.1** This Consent Judgment is a full, final, and binding resolution between ERC,
6 on behalf of itself and in the public interest, and BeautyFit and its respective officers, directors,
7 shareholders, employees, agents, parent companies, subsidiaries, divisions, suppliers,
8 franchisees, licensees, customers (not including private label customers of BeautyFit),
9 distributors, wholesalers, retailers, and all other upstream and downstream entities in the
10 distribution chain of any Covered Product, and the predecessors, successors, and assigns of any
11 of them (collectively, "Released Parties"). ERC, on behalf of itself and in the public interest,
12 hereby fully releases and discharges the Released Parties from any and all claims, actions,
13 causes of action, suits, demands, liabilities, damages, penalties, fees, costs, and expenses
14 asserted, or that could have been asserted from the handling, use, or consumption of the
15 Covered Products, as to any alleged violation of Proposition 65 or its implementing regulations
16 arising from the failure to provide Proposition 65 warnings on the Covered Products regarding
17 lead up to and including the Effective Date.

18 **8.2** ERC on its own behalf only, and BeautyFit on its own behalf only, further
19 waive and release any and all claims they may have against each other for all actions or
20 statements made or undertaken in the course of seeking or opposing enforcement of Proposition
21 65 in connection with the Notices and Complaint up through and including the Effective Date,
22 provided, however, that nothing in Section 8 shall affect or limit any Party's right to seek to
23 enforce the terms of this Consent Judgment.

24 **8.3** It is possible that other claims not known to the Parties, arising out of the facts
25 alleged in the Notices and Complaint, and relating to the Covered Products, will develop or be
26 discovered. ~~ERC on behalf of itself only, and BeautyFit on behalf of itself only, acknowledge~~
27 that this Consent Judgment is expressly intended to cover and include all such claims up
28 through and including the Effective Date, including all rights of action therefore. ~~ERC and~~

1 BeautyFit acknowledge that the claims released in Sections 8.1 and 8.2 above may include
2 unknown claims, and nevertheless waive California Civil Code section 1542 as to any such
3 unknown claims. California Civil Code section 1542 reads as follows:

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

9 ERC on behalf of itself only, and BeautyFit on behalf of itself only, acknowledge and
10 understand the significance and consequences of this specific waiver of California Civil Code
11 section 1542.

12 **8.4** Compliance with the terms of this Consent Judgment shall be deemed to
13 constitute compliance with Proposition 65 by any releasee regarding alleged exposures to lead
14 in the Covered Products as set forth in the Notices and Complaint.

15 **8.5** Nothing in this Consent Judgment is intended to apply to any occupational or
16 environmental exposures arising under Proposition 65, nor shall it apply to any of BeautyFit's
17 products other than the Covered Products.

18 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

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

21 **10. GOVERNING LAW**

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

24 **11. PROVISION OF NOTICE**

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

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

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

1 Tel: (619) 500-3090
2 Email: chris_erc501c3@yahoo.com

3 With a copy to:
4 Michael Freund
5 Ryan Hoffman
6 Michael Freund & Associates
7 1919 Addison Street, Suite 105
8 Berkeley, CA 94704
9 Telephone: (510) 540-1992
10 Facsimile: (510) 540-5543

11
12 BEAUTYFIT
13 Jimmy Mentis
14 100 NW 105th Avenue
15 Plantation, FL 33322

16
17 With a copy to:
18 Alan H. Feldstein SBN 115604
19 Jonathan Manfre
20 Collins Gann McClockey & Barry PLLC
21 11271 Ventura Blvd. #127
22 Studio City, CA 91604
23 Telephone: 818-508-1820
24 Facsimile: 818-508-1845

25
26 **12. COURT APPROVAL**

27 **12.1** Upon execution of this Consent Judgment by the Parties, ERC shall notice a
28 Motion for Court Approval. The Parties shall use their best efforts to support entry of this
Consent Judgment.

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

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

1 as the original signature.

2 **14. DRAFTING**

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

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

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

16 **16. ENFORCEMENT**

17 ERC may, by motion or order to show cause before the Superior Court of Alameda
18 County, enforce the terms and conditions contained in this Consent Judgment. In any action
19 brought by ERC to enforce this Consent Judgment, ERC may seek whatever fines, costs,
20 penalties, or remedies as are provided by law for failure to comply with the Consent Judgment.
21 To the extent the failure to comply with the Consent Judgment constitutes a violation of
22 Proposition 65 or other laws, ERC shall not be limited to enforcement of this Consent Judgment,
23 but may seek in another action whatever fines, costs, penalties, or remedies as are provided by
24 law for failure to comply with Proposition 65 or other laws.

25 **17. ENTIRE AGREEMENT, AUTHORIZATION**

26 ~~17.1 This Consent Judgment contains the sole and entire agreement and~~
27 ~~understanding of the Parties with respect to the entire subject matter herein, and any and all~~
28 ~~prior discussions, negotiations, commitments, and understandings related hereto. No~~

1 representations, oral or otherwise, express or implied, other than those contained herein have
2 been made by any Party. No other agreements, oral or otherwise, unless specifically referred to
3 herein, shall be deemed to exist or to bind any Party.

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

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

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

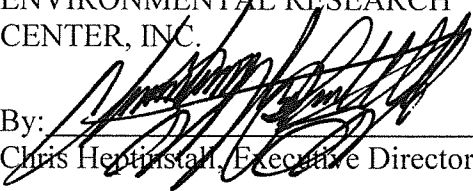
11 (1) Find that the terms and provisions of this Consent Judgment represent a fair and
12 equitable settlement of all matters raised by the allegations of the Complaint that the matter has
13 been diligently prosecuted, and that the public interest is served by such settlement; and

14 (2) Make the findings pursuant to California Health and Safety Code section
15 25249.7(f)(4), approve the Settlement, and approve this Consent Judgment.

16 **IT IS SO STIPULATED:**

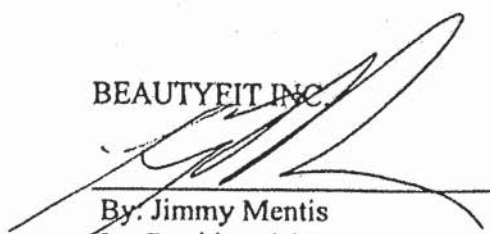
17 Dated: 11/16/, 2017

ENVIRONMENTAL RESEARCH
CENTER, INC.

18
19 By: 
20 Chris Heptinstall, Executive Director

1 Dated: 11/15, 2017


BEAUTYFIT INC.

By: 
Its: President / CEO

5 **APPROVED AS TO FORM:**

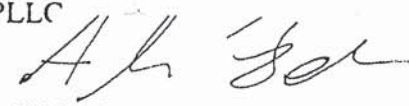
6 Dated: 11/15, 2017

MICHAEL FREUND & ASSOCIATES

By: 
Michael Freund
Ryan Hoffman
Attorneys for Plaintiff Environmental
Research Center, Inc.

12 Dated: 11/15, 2017

COLLINS GANN MCCLOSKEY &
BARRY PLLC

By: 
Alan H. Feldstein
Attorney for Defendant BeautyFit Inc.

17 **ORDER AND JUDGMENT**

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

20 IT IS SO ORDERED, ADJUDGED AND DECREED.

21 Dated: _____, 2017

Judge of the Superior Court