

Richard M. Franco (CBN 170970)  
LAW OFFICE OF RICHARD M. FRANCO  
6500 Estates Drive  
Oakland, CA 94611  
Ph: 510-684-1022  
Email: rick@rfrancolaw.com

Attorney for Plaintiff  
ENVIRONMENTAL RESEARCH CENTER, INC.

Garth N. Ward  
LEWIS BRISBOIS  
550 West C Street, Suite 1700  
San Diego, CA. 92101  
Email: [Garth.Ward@lewisbrisbois.com](mailto:Garth.Ward@lewisbrisbois.com)

Attorney for Defendant  
HERBALAND NATURALS, INC.

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

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

**Plaintiff,**  
**vs.**

**HERBALAND NATURALS, INC., a  
Canadian corporation,**

**Defendants.**

**CASE NO. RG20079818**

**STIPULATED CONSENT  
JUDGMENT**

Health & Safety Code § 25249.5 *et seq.*

Action Filed: November 10, 2020  
Trial Date: None set

**1. INTRODUCTION**

**1.1** On November 10, 2020, Plaintiff Environmental Research Center, Inc. (“ERC”), a non-profit corporation, as a private enforcer and in the public interest, initiated this action by filing a Complaint for Injunctive and Declaratory Relief and Civil Penalties (the

1 “Complaint”) pursuant to the provisions of California Health and Safety Code section 25249.5  
2 *et seq.* (“Proposition 65”), against Herband Naturals, Inc. (“Herband”). In this action, ERC  
3 alleges that a number of products manufactured, distributed, or sold by Herband contain lead,  
4 a chemical listed under Proposition 65 as a carcinogen and reproductive toxin, and expose  
5 consumers to this chemical at a level requiring a Proposition 65 warning. These products  
6 (referred to hereinafter individually as a “Covered Product” or collectively as “Covered  
7 Products”) are: (1) Herband Calcium & D3 Gummies for Kids Pineapple & Pomegranate  
8 Flavors; (2) Herband Vegan Protein Gummies Kiwi and Friends; (3) Herband Vegan Protein  
9 Gummies Wild Berry; (4) Herband Vegan Protein Gummies Papaya Paradise; (5) Herband  
10 Vegan Protein Gummies for Kids Cookie Dough; (6) Herband Vegan Protein Gummies Organic  
11 Banana; (7) Herband Vegan Protein Gummies Fantastic Fruit; (8) Herband Vegan Protein  
12 Gummies for Kids Chocolate Brownie; (9) Herband Vegan Omega-3 Gummies for Kids Orange  
13 Flavor; (10) Herband Good News Gummies Peach Passion; (11) Herband Good News  
14 Gummies Blueberry Burst; (12) Herband Good News Gummies Rad Raspberry; (13) Herband  
15 Pure Slim Gummies for Adults Caramel Flavor; (14) Herband Electrolyte Gummies Piña Colada  
16 Flavor.

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

19 **1.3** ERC is a 501 (c)(3) California non-profit corporation dedicated to, among other  
20 causes, helping safeguard the public from health hazards by reducing the use and misuse of  
21 hazardous and toxic chemicals, facilitating a safe environment for consumers and employees,  
22 and encouraging corporate responsibility.

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

27 **1.5** The Complaint is based on allegations contained in ERC’s Notices of Violation  
28 dated May 21, 2020, June 11, 2020 and July 16, 2020 that were served on the California

1 Attorney General, other public enforcers, and Herbaland (“Notices”). A true and correct copy  
2 of the 60-Day Notices are attached hereto as *Exhibits A-C* and incorporated herein by  
3 reference. More than 60 days have passed since the Notices were served on the Attorney  
4 General, public enforcers, and Herbaland and no designated governmental entity has filed a  
5 Complaint against Herbaland with regard to the Covered Products or the alleged violations.

6 **1.6** ERC’s Notice and Complaint allege that use of the Covered Products by  
7 California consumers exposes them to lead without first receiving clear and reasonable  
8 warnings from Herbaland, which is in violation of California Health and Safety Code section  
9 25249.6. Herbaland denies all allegations contained in the Notice and Complaint.

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

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

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

## 22 **2. JURISDICTION AND VENUE**

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

1 this action based on the facts alleged in the Notice and Complaint.

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

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

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

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

19 **3.2 Clear and Reasonable Warnings**

20 If Herband 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  
23 is [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](http://www.P65Warnings.ca.gov/food).

24 Herband shall use the phrase “cancer and” in the Warning if Herband has reason to  
25 believe that the the “Daily Lead Exposure Level” is greater than 15 micrograms of lead as  
26 determined pursuant to the quality control methodology set forth in Section 3.4 or if Herband  
27 has reason to believe that another Proposition 65 chemical is present which may require a cancer  
28 warning.

1 The Warning shall be securely affixed to or printed upon the label of each Covered  
2 Product and it must be set off from other surrounding information and enclosed in a box. In  
3 addition, for any Covered Product sold over the internet, the Warning shall appear on the  
4 checkout page when a California delivery address is indicated for any purchase of any Covered  
5 Product. An asterisk or other identifying method must be utilized to identify which products on  
6 the checkout page are subject to the Warning. In no event shall any internet or website  
7 Warning be contained in or made through a link.

8 The Warning shall be at least the same size as the largest of any other health or safety  
9 warnings also appearing on the website or on the label and the word “**WARNING**” shall be in all  
10 capital letters and in bold print. No statements intended to or likely to have the effect of  
11 diminishing the impact of the Warning on the average lay person shall accompany the Warning.  
12 Further, no statements may accompany the Warning that state or imply that the source of the listed  
13 chemical has an impact on or results in a less harmful effect of the listed chemical.

14 Herband must display the above Warning with such conspicuousness, as compared with  
15 other words, statements or designs on the label, or on its website, if applicable, to render the  
16 Warning likely to be read and understood by an ordinary individual under customary conditions  
17 of purchase or use of the product.

18 For purposes of this Consent Judgment, the term “label” means a display of written,  
19 printed or graphic material that is printed on or affixed to a Covered Product or its immediate  
20 container or wrapper.

### 21 **3.3 Conforming Covered Products**

22 A Conforming Covered Product is a Covered Product for which the “Daily Lead Exposure  
23 Level” is no greater than 0.5 micrograms of lead per day as determined by the quality control  
24 methodology described in Section 3.4, and that is not known by Herband to contain other  
25 chemicals that exceed Proposition 65’s safe harbor thresholds.

### 26 **3.4 Testing and Quality Control Methodology**

27 **3.4.1** Beginning within one year of the Effective Date, Herband shall  
28 arrange for lead testing of the Covered Products at least once a year for a minimum of five

1 consecutive years by arranging for testing of three (3) randomly selected samples of each of  
2 the Covered Products, in the form intended for sale to the end-user, which Herbaland intends to  
3 sell or is manufacturing for sale in California, directly selling to a consumer in California or  
4 “Distributing into the State of California.” If tests conducted pursuant to this Section  
5 demonstrate that no Warning is required for a Covered Product during each of five consecutive  
6 years, then the testing requirements of this Section will no longer be required as to that  
7 Covered Product. However, if during or after the five-year testing period, Herbaland changes  
8 ingredient suppliers for any of the Covered Products and/or reformulates any of the Covered  
9 Products, Herbaland shall test that Covered Product annually for at least four (4) consecutive  
10 years after such change is made.

11 **3.4.2** For purposes of measuring the “Daily Lead Exposure Level,” the highest  
12 lead detection result of the three (3) randomly selected samples of the Covered Products will  
13 be controlling.

14 **3.4.3** All testing pursuant to this Consent Judgment shall be performed using a  
15 laboratory method that complies with the performance and quality control factors appropriate  
16 for the method used, including limit of detection and limit of quantification, sensitivity,  
17 accuracy and precision that meets the following criteria: Inductively Coupled Plasma-Mass  
18 Spectrometry (“ICP-MS”) achieving a limit of quantification of less than or equal to 0.010  
19 mg/kg.

20 **3.4.4** All testing pursuant to this Consent Judgment shall be performed by an  
21 independent third party laboratory certified by the California Environmental Laboratory  
22 Accreditation Program or an independent third-party laboratory that is registered with the  
23 United States Food & Drug Administration.

24 **3.4.5** Nothing in this Consent Judgment shall limit Herbaland’s ability to  
25 conduct, or require that others conduct, additional testing of the Covered Products, including  
26 the raw materials used in their manufacture.

27 **3.4.6** Within thirty (30) days of ERC’s written request, Herbaland shall  
28 deliver lab reports obtained pursuant to Section 3.4 to ERC. Herbaland shall retain all test

1 results and documentation for a period of five years from the date of each test.

2 **4. SETTLEMENT PAYMENT**

3 **4.1** In full satisfaction of all potential civil penalties, additional settlement  
4 payments, attorney's fees, and costs, Herbaland shall make a total payment of \$28,250.00  
5 ("Total Settlement Amount") to ERC within 5 days of the Effective Date ("Due Date").  
6 Herbaland shall make this payment by wire transfer to ERC's account, for which ERC will  
7 give Herbaland the necessary account information. The Total Settlement Amount shall be  
8 apportioned as follows:

9 **4.2** \$4,000.00 shall be considered a civil penalty pursuant to California Health and  
10 Safety Code section 25249.7(b)(1). ERC shall remit 75% (\$3,000.00) of the civil penalty to the  
11 Office of Environmental Health Hazard Assessment ("OEHHA") for deposit in the Safe  
12 Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety  
13 Code section 25249.12(c). ERC will retain the remaining 25% (\$1,000.00) of the civil penalty.

14 **4.3** \$6,076.61 shall be distributed to ERC as reimbursement to ERC for reasonable  
15 costs incurred in bringing this action.

16 **4.4** \$6,000.00 shall be distributed to Richard M. Franco as reimbursement of ERC's  
17 attorney's fees, while \$12,173.39 shall be distributed to ERC for its in-house legal fees. Except  
18 as explicitly provided herein, each Party shall bear its own fees and costs.

19 **4.5** In the event that Herbaland fails to remit the Total Settlement Amount owed  
20 under Section 4 of this Consent Judgment on or before the Due Date, Herbaland shall be  
21 deemed to be in material breach of its obligations under this Consent Judgment. ERC shall  
22 provide written notice of the delinquency to Herbaland via electronic mail. If Herbaland fails  
23 to deliver the Total Settlement Amount within five (5) days from the written notice, the Total  
24 Settlement Amount shall accrue interest at the statutory judgment interest rate provided in the  
25 California Code of Civil Procedure section 685.010. Additionally, Herbaland agrees to pay  
26 ERC's reasonable attorney's fees and costs for any efforts to collect the payment due under  
27 this Consent Judgment.

28 ///

1     **5.     MODIFICATION OF CONSENT JUDGMENT**

2             **5.1**     This Consent Judgment may be modified only as to injunctive terms (i) by written  
3 stipulation of the Parties and upon entry by the Court of a modified consent judgment or (ii) by  
4 motion of either Party pursuant to Section 5.3 and upon entry by the Court of a modified  
5 consent judgment.

6             **5.2**     If Herbaland seeks to modify this Consent Judgment under Section 5.1, then  
7 Herbaland must provide written notice to ERC of its intent (“Notice of Intent”). If ERC seeks  
8 to meet and confer regarding the proposed modification in the Notice of Intent, then ERC must  
9 provide written notice to Herbaland within thirty (30) days of receiving the Notice of Intent. If  
10 ERC notifies Herbaland in a timely manner of ERC’s intent to meet and confer, then the Parties  
11 shall meet and confer in good faith as required in this Section. The Parties shall meet in person  
12 or via telephone within thirty (30) days of ERC’s notification of its intent to meet and confer.  
13 Within thirty (30) days of such meeting, if ERC disputes the proposed modification, ERC shall  
14 provide to Herbaland a written basis for its position. The Parties shall continue to meet and  
15 confer for an additional thirty (30) days in an effort to resolve any remaining disputes. Should  
16 it become necessary, the Parties may agree in writing to different deadlines for the meet-and-  
17 confer period.

18             **5.3**     In the event that Herbaland initiates or otherwise requests a modification under  
19 Section 5.1, and the meet and confer process leads to a joint motion or application for a  
20 modification of the Consent Judgment, Herbaland shall reimburse ERC its costs and reasonable  
21 attorney’s fees for the time spent in the meet-and-confer process and filing and arguing the  
22 motion or application.

23     **6.     RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT**  
24     **JUDGMENT**

25             **6.1**     This Court shall retain jurisdiction of this matter to enforce, modify, or  
26 terminate this Consent Judgment.

27             **6.2**     If ERC alleges that any Covered Product fails to qualify as a Conforming  
28 Covered Product (for which ERC alleges that no Warning has been provided), then ERC shall



1 inform Herbaland in a reasonably prompt manner of its test results, including information  
2 sufficient to permit Herbaland to identify the Covered Products at issue. Herbaland shall, within  
3 thirty (30) days following such notice, provide ERC with testing information, from an  
4 independent third-party laboratory meeting the requirements of Sections 3.4.3 and 3.4.4,  
5 demonstrating Herbaland's compliance with the Consent Judgment. Alternatively, if, after  
6 receiving such notice from ERC, Herbaland determines that its failure to provide a Warning  
7 was inadvertent, Herbaland shall, within thirty (30) days following such notice, provide ERC  
8 with information and documentation, where necessary, to establish that the failure to warn was  
9 an inadvertent error that has been resolved. The Parties shall first attempt to resolve the matter  
10 prior to ERC taking any further legal action.

## 11 **7. APPLICATION OF CONSENT JUDGMENT**

12 This Consent Judgment may apply to, be binding upon, and benefit the Parties and their  
13 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,  
14 divisions, franchisees, licensees, customers (excluding private labelers), distributors, wholesalers,  
15 retailers, predecessors, successors, and assigns. This Consent Judgment shall have no  
16 application to any Covered Product that is distributed or sold exclusively outside the State of  
17 California and that is not used by California consumers.

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

19 **8.1** This Consent Judgment is a full, final, and binding resolution between ERC,  
20 on behalf of itself and in the public interest, and Herbaland and its respective officers,  
21 directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, suppliers,  
22 franchisees, licensees, customers (not including private label customers of Herbaland),  
23 distributors, wholesalers, retailers, and all other upstream and downstream entities in the  
24 distribution chain of any Covered Product, and the predecessors, successors, and assigns of any  
25 of them (collectively, "Released Parties"). ERC, on behalf of itself and in the public interest,  
26 hereby fully releases and discharges the Released Parties from any and all claims, actions,  
27 causes of action, suits, demands, liabilities, damages, penalties, fees, costs, and expenses  
28 asserted, or that could have been asserted from the handling, use, or consumption of the

1 Covered Products, as to any alleged violation of Proposition 65 or its implementing regulations  
2 arising from the failure to provide Proposition 65 warnings on the Covered Products regarding  
3 lead up to and including the Effective Date.

4 **8.2** ERC on its own behalf only, and Herbaland on its own behalf only, further  
5 waive and release any and all claims they may have against each other for all actions or  
6 statements made or undertaken in the course of seeking or opposing enforcement of  
7 Proposition 65 in connection with the Notice and Complaint up through and including the  
8 Effective Date, provided, however, that nothing in Section 8 shall affect or limit any Party's  
9 right to seek to enforce the terms of this Consent Judgment.

10 **8.3** It is possible that other claims not known to the Parties, arising out of the facts  
11 alleged in the Notice and Complaint, and relating to the Covered Products, will develop or be  
12 discovered. ERC on behalf of itself only, and Herbaland on behalf of itself only, acknowledge  
13 that this Consent Judgment is expressly intended to cover and include all such claims up  
14 through and including the Effective Date, including all rights of action therefore. ERC and  
15 Herbaland acknowledge that the claims released in Sections 8.1 and 8.2 above may include  
16 unknown claims, and nevertheless waive California Civil Code section 1542 as to any such  
17 unknown claims. California Civil Code section 1542 reads as follows:

18 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
19 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
20 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE  
21 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY  
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED  
PARTY.

22 ERC on behalf of itself only, and Herbaland on behalf of itself only, acknowledge and  
23 understand the significance and consequences of this specific waiver of California Civil Code  
24 section 1542.

25 **8.4** Compliance with the terms of this Consent Judgment shall be deemed to  
26 constitute compliance with Proposition 65 by any releasee regarding alleged exposures to lead  
27 in the Covered Products as set forth in the Notice and Complaint.

28 **8.5** Nothing in this Consent Judgment is intended to apply to any occupational or

environmental exposures arising under Proposition 65, nor shall it apply to any of Herbaland's products other than the Covered Products.

**9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

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

**10. GOVERNING LAW**

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

**11. PROVISION OF NOTICE**

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

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

Chris Heptinstall, Executive Director, Environmental Research Center  
3111 Camino Del Rio North, Suite 400  
San Diego, CA 92108  
Ph: (619) 500-3090  
Email: [chris.heptinstall@erc501c3.org](mailto:chris.heptinstall@erc501c3.org)

With a copy to:

Richard M. Franco  
LAW OFFICE OF RICHARD M. FRANCO  
6500 Estates Drive  
Oakland, CA 94611  
Ph: (510) 684-1022  
Email: [rick@francolaw.com](mailto:rick@francolaw.com)

**FOR HERBALAND NATURALS, INC.:**

Musharaf Syed, CEO  
Herbaland Naturals, Inc.  
13330 Maycrest Way  
Richmond, BC  
Canada V6V 2J7  
Ph: (604) 284-5050

1 With a copy to:  
2 Garth N. Ward  
3 LEWIS BRISBOIS  
4 550 West C Street, Suite 1700  
5 San Diego, CA. 921012  
6 Email: Garth.Ward@lewisbrisbois.com

## 7 **12. COURT APPROVAL**

8 **12.1** Upon execution of this Consent Judgment by the Parties, ERC shall notice a  
9 Motion for Court Approval. The Parties shall use their best efforts to support entry of this  
10 Consent Judgment.

11 **12.2** If the California Attorney General objects to any term in this Consent Judgment,  
12 the Parties shall use their best efforts to resolve the concern in a timely manner, and if possible  
13 prior to the hearing on the motion.

14 **12.3** If this Stipulated Consent Judgment is not approved by the Court, it shall be  
15 void and have no force or effect.

## 16 **13. EXECUTION AND COUNTERPARTS**

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

## 20 **14. DRAFTING**

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

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

If a dispute arises with respect to either Party's compliance with the terms of this Consent

Judgment entered by the Court, the Parties shall meet and confer in person, by telephone, and/or in writing and endeavor to resolve the dispute in an amicable manner. No action or motion may be filed in the absence of such a good faith attempt to resolve the dispute beforehand.

#### **16. ENFORCEMENT**

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

#### **17. ENTIRE AGREEMENT, AUTHORIZATION**

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

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

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

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

(1) Find that the terms and provisions of this Consent Judgment represent a fair and equitable settlement of all matters raised by the allegations of the Complaint that the matter has

1 been diligently prosecuted, and that the public interest is served by such settlement; and

2 (2) Make the findings pursuant to California Health and Safety Code section  
3 25249.7(f)(4), approve the Settlement, and approve this Consent Judgment.

4 **IT IS SO STIPULATED:**

5 Dated: 3/11, 2021

ENVIRONMENTAL RESEARCH  
CENTER, INC.

By:   
Chris Heringston, Executive Director

8  
9 Dated: March 9, 2021

HERBALAND NATURALS, INC.

10  
11 By:   
Musharat Syed, CEO

12  
13  
14  
15 **APPROVED AS TO FORM:**

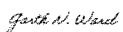
16  
17 Dated: March 10, 2021

LAW OFFICE OF RICHARD M.  
FRANCO

18  
19 By:   
Richard M. Franco

20  
21 Dated: March 9th, 2021

LEWIS BRISBOIS

22  
23 By:   
Garth N. Ward  
24 Attorney for Herbaland Naturals, Inc.  
25  
26  
27  
28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

IT IS SO ORDERED, ADJUDGED AND DECREED.

Judge of the Superior Court