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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **FOR THE COUNTY OF MONTEREY**

17 THE PEOPLE OF THE STATE OF CALIFORNIA,

18 Plaintiff,

19 v.

20 TRU-LIGHT CORPORATION, a Nevada  
21 corporation; DAVID WARREN BARTH, an  
22 individual; MELLEN-THOMAS BENEDICT, an  
23 individual; and DOES 1 through 100 inclusive,

24 Defendants.

CIVIL CASE NO.: M112396

DA NO.: CF03-0397

**[PROPOSED] FINAL  
JUDGMENT, INCLUDING CIVIL  
PENALTIES AND COSTS AND  
PERMANENT INJUNCTION**

25 **1. INTRODUCTION**

26 1.1. PLAINTIFF, the PEOPLE OF THE STATE OF CALIFORNIA (the "PEOPLE");  
27 and DEFENDANT MELLEN-THOMAS BENEDICT, an individual ("BENEDICT") (any and  
28 all defendant(s) which are party hereto collectively, the "SETTLING DEFENDANT(S)") (the

1 PEOPLE and the SETTLING DEFENDANT(S) collectively, the “PARTIES”), have executed  
2 and filed with the Court a “Stipulation for Entry of ‘[Proposed] Final Judgment, Including Civil  
3 Penalties and Costs and Permanent Injunction’” (the “STIPULATION”) relating to entry of this  
4 “[Proposed] Final Judgment, Including Civil Penalties and Costs and Permanent Injunction” (the  
5 “FINAL JUDGMENT”).

6 1.2. The PEOPLE appear by and through Dean D. Flippo, Monterey County District  
7 Attorney, Robert J. Lauchlan, Jr., Deputy District Attorney, Preston DuFauchard, California  
8 Corporations Commissioner, and Joan E. Kerst, Senior Corporations Counsel.

9 1.3. BENEDICT appears *in propria persona*.

10 1.4. The Court having considered the complaint filed May 26, 2011 (the  
11 “COMPLAINT”); the STIPULATION and any and all exhibits thereto; this FINAL  
12 JUDGMENT and any and all exhibits thereto; and the “*Ex Parte* Application of the People to  
13 Dispose of Property Seized Pursuant to Search Warrant No. 3871, In the Event of Complete  
14 Resolution of Civil Case No. M112396, DA No. CF03-0397” filed on July 21, 2011 (the  
15 “APPLICATION”), and the PARTIES having acknowledged, agreed, consented, requested,  
16 submitted and stipulated to the entry of this FINAL JUDGMENT as hereinafter set forth, and for  
17 good cause appearing,

18 **IT IS HEREBY ORDERED, ADJUDGED, DECREED, AND FOUND AS**  
19 **FOLLOWS:**

20 **2. JURISDICTION**

21 2.1. This action is brought under California law, and the Superior Court of California in  
22 and for the County of Monterey (the “COURT”), has jurisdiction over the subject matter of this  
23 action and proceeding, and over all PARTIES.

24 2.2. The STIPULATION and the FINAL JUDGMENT have been reviewed by the  
25 Court and are found to have been entered in good faith and to be, in all respects, adequate,  
26 equitable, fair, just and reasonable to protect the public from the occurrence in the future of the  
27 conduct by the SETTLING DEFENDANTS alleged in the COMPLAINT, and to provide for the  
28 possibility of restitution to the public for any gains that the SETTLING DEFENDANTS may

1 have obtained from the conduct alleged in the COMPLAINT.

2 2.3. Obligations imposed upon SETTLING DEFENDANTS by the terms of this FINAL  
3 JUDGMENT are ordered pursuant to provisions of the *California Business & Professions Code*,  
4 including Sections 17200, 17203, 17204, 17206, 17500, 17535, 17535.5, and 17536; and  
5 provisions of the *California Corporations Code*, including Sections 25110, 25401, 25501,  
6 25503, 25504.1, and 25535.

7 2.4. This FINAL JUDGMENT is applicable to all SETTLING DEFENDANTS, unless  
8 otherwise specified by this FINAL JUDGMENT, and to their officers, directors, successors and  
9 successor corporations, agents and assignees, and to other corporate entities acting through, on  
10 behalf of or in concert with SETTLING DEFENDANTS with actual or constructive notice of  
11 this FINAL JUDGMENT.

### 12 **3. FACTUAL ADMISSIONS & FINDINGS**

13 3.1. SETTLING DEFENDANTS acknowledge, admit, agree, consent, request, submit  
14 and stipulate to the accuracy, correctness and truthfulness of facts stated in Paragraphs 5, 6, 7, 14  
15 – 24, and 30 – 42 of the COMPLAINT (the “ADMITTED PARAGRAPHS”), to all provisions of  
16 the STIPULATION and the FINAL JUDGMENT, and to the entry of the FINAL JUDGMENT.

### 17 **4. DISCLAIMERS**

18 4.1. SETTLING DEFENDANTS acknowledge, admit, agree, consent, request, submit,  
19 and stipulate to the entry of this FINAL JUDGMENT, while at the same time not intending to  
20 admit or deny any issue of law or fact except as noted in Paragraph 3 of this FINAL  
21 JUDGMENT. Regarding the COMPLAINT, again, as noted in Paragraph 3 of this FINAL  
22 JUDGMENT, SETTLING DEFENDANTS admit certain select provisions of the Complaint (the  
23 “ADMITTED PARAGRAPHS”), but they neither admit nor deny any other provision of the  
24 Complaint (the “NON-PARAGRAPH 3 PROVISIONS”), while agreeing not to contest any  
25 NON-PARAGRAPH 3 PROVISION in any administrative, judicial or quasi-judicial action,  
26 case, hearing, petition or proceeding to enforce the terms of the STIPULATION or the FINAL  
27 JUDGMENT, including but not limited to any restitution claim which might be asserted under  
28 *California Business & Professions Code* section 10471 *et. seq.* No provision of this FINAL

1 JUDGMENT shall be interpreted as barring, inhibiting, or preventing any SETTling  
2 DEFENDANT from asserting any laches or limitations defense against any plaintiff other than  
3 the PEOPLE.

#### 4 **5. PERMANENT INJUNCTION**

5 5.1. Pursuant to *California Business and Professions Code* Sections 17203 and 17535,  
6 SETTling DEFENDANTS are hereby permanently enjoined and restrained from directly or  
7 indirectly engaging in any of the following conduct in, into, or from the State of California:

8 5.1.1. With intent directly or indirectly to dispose of real or personal property or to  
9 perform services, professional or otherwise, or anything of any nature whatsoever, or to induce  
10 the public to enter into any obligation relating thereto, making or disseminating or causing to be  
11 made or disseminated before the public in the State of California, or making or disseminating or  
12 causing to be made or disseminated from the State of California before the public in any state, in  
13 any newspaper or other publication, or any advertising device, or by public outcry or  
14 proclamation, or in any other manner or means whatever, including over the Internet, any  
15 statement, concerning that real or personal property or those services, professional or otherwise,  
16 or concerning any circumstance or matter of fact connected with the proposed performance or  
17 disposition thereof, which is untrue or misleading, and which is known, or which by the exercise  
18 of reasonable care should be known, to be untrue or misleading, or so making or disseminating  
19 or causing to be so made or disseminated any such statement as part of a plan or scheme with the  
20 intent not to sell that personal property or those services, professional or otherwise, so advertised  
21 at the price stated therein, or as so advertised, in violation of *California Business & Professions*  
22 *Code* section 17500, including but not limited to:

23 5.1.1.1. Making any untrue or misleading statement regarding any affect, benefit,  
24 consequence, effect or impact of illumination, light or photo therapy;

25 5.1.1.2. Making any untrue or misleading statement regarding any security, security  
26 registration or security exemption;

27 5.1.1.3. Making any untrue or misleading statement regarding any device, invention, or  
28 patent, or any endorsement, licensure or sponsorship of same; and

1           5.1.1.4. Making any untrue or misleading statement in connection with raising or  
2 attempting to raise funds from any donor, investor, or lender.

3           5.1.2. Engaging in any unfair competition, including any unlawful, unfair or fraudulent  
4 business act or practice; any unfair, deceptive, untrue or misleading advertising; and any act  
5 prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7, of the  
6 *California Business & Professions Code*, in violation of *California Business & Professions Code*  
7 section 17200, including but not limited to:

8           5.1.2.1. Making any unfair, deceptive, untrue or misleading statement regarding any  
9 affect, benefit, consequence, effect or impact of illumination, light or photo therapy;

10          5.1.2.2. Making any unfair, deceptive, untrue, or misleading statement regarding any  
11 security, security registration or security exemption;

12          5.1.2.3. Making any unfair, deceptive, untrue, or misleading statement regarding any  
13 device, invention, or patent, or any endorsement, licensure or sponsorship;

14          5.1.2.4. Making any unfair, deceptive, untrue, or misleading statement in connection  
15 with raising or attempting to raise funds from any donor, investor, or lender;

16          5.1.2.5. Selling any unqualified, non-exempt security;

17          5.1.2.6. Misrepresenting any material fact to any donor, investor or lender, or omitting  
18 any material fact from disclosure to any donor, investor or lender;

19          5.1.2.7. Improperly manufacturing, distributing, selling, delivering, holding, offering,  
20 misbranding or receiving any device; and

21          5.1.2.8. Committing any criminal offense, minor traffic offenses excepted.

22          5.1.3. Committing actual fraud in violation of *California Civil Code* section 1572.

23          5.1.4. Committing constructive fraud in violation of *California Civil Code* section 1573.

24          5.1.5. Committing deceit in violation of *California Civil Code* section 1710.

25          5.1.6. Committing unlawful methods of competition, and unfair and deceptive acts, such  
26 as representing that services have characteristics which they do not have; and representing that a  
27 transaction confers and involves rights which it does not have or involve, or which are prohibited  
28 by law, in violation of *California Civil Code* section 1770.

1           5.1.7. Selling unqualified, non-exempt securities in violation of *California Corporations*  
2 *Code* section 25110.

3           5.1.8. Making any untrue or misleading statement or omitting any material fact necessary  
4 to avoid misleading investors in violation of *California Corporations Code* section 25401.

5           5.1.9. Manufacturing or distributing any medical device without first having received  
6 written approval to do so from the California Department of Health Services, in violation of  
7 *California Health & Safety Code* section 111550.

8           5.1.10. Selling, delivering, holding, or offering for sale misbranded devices, in violation  
9 of *California Health & Safety Code* section 111440.

10          5.1.11. Misbranding a device, in violation of *California Health & Safety Code* section  
11 111445.

12          5.1.12. Receiving in commerce, delivering or proffering for delivery any misbranded  
13 device, in violation of *California Health & Safety Code* section 111450.

14          5.1.13. Stealing and theft of personal property in violation of *California Penal Code*  
15 Sections 484, 486, 487, 488, 489 and 490.

16          5.1.14. Embezzling any property in violation of *California Penal Code* Sections 503 –  
17 515;

18          5.1.15. Falsely personating or cheating another person in violation of *California Penal*  
19 Sections 528 – 539, including but not limited to defrauding any other person of money, labor, or  
20 property by any false or fraudulent representation or pretense in violation of *California Penal*  
21 *Code* section 532.

22          5.2. SETTLING DEFENDANTS shall maintain any and all documentation as necessary  
23 to demonstrate compliance with the terms and conditions of this FINAL JUDGMENT,  
24 including but not limited to security disclosure, exemption, offering and registration documents,  
25 if any, and medical device approvals, patents, registrations and sponsorships, if any, and shall  
26 make such documents available to the Monterey County District Attorney upon ten (10) days  
27 written notice for review, inspection and copying.

28 //

1           5.3. SETTLING DEFENDANTS and any successor corporation or business entity to  
2 which they have either managerial responsibilities or an ownership interest of greater than ten  
3 percent (10%) shall give the Monterey County District Attorney written notice by certified mail  
4 within thirty (30) days of said formation or involvement, including any currently existing entity  
5 or business in which they have a current interest.

6           5.4. SETTLING DEFENDANTS shall notify the Monterey County District Attorney by  
7 certified mail, at least thirty (30) days beforehand, if he, she, it, or they have any knowledge that  
8 any interest in SETTLING DEFENDANT TLC is to be sold, transferred, or conveyed to another  
9 person or entity. Said notice shall be provided at least thirty (30) days before the date of  
10 assignment, transfer, sale or conveyance, and said written notice shall include the name, address  
11 and telephone number for the transferee together with any documentation memorializing the  
12 transfer.

13           **6. DISPOSITION OF GENERAL PROPERTY SEIZED PURSUANT TO**  
14 **SEARCH WARRANT**

15           6.1. On January 21, 2003, James D. Brown, who was then an Investigator with the  
16 Monterey County District Attorney’s Office, swore under oath to an affidavit and statement of  
17 probable cause in support of a search warrant.

18           6.2. Thereafter, on January 21, 2003 at 5:03 p.m., Honorable Judge Albert H.  
19 Maldonado of the COURT issued search warrant number 3871 relating to the premises  
20 described as 2 Harris Court, Suite B-5, Monterey, California (the “SEARCH WARRANT”).

21           6.3. The SEARCH WARRANT was executed on January 22, 2003, property was seized  
22 from the described premises, and “Receipt For Property” forms were prepared and filed with the  
23 Court.

24           6.4. The PEOPLE have filed the APPLICATION relating to disposition of general  
25 property (i.e., property other than bank accounts or cash, if any) seized pursuant to the SEARCH  
26 WARRANT.

27           6.5. SETTLING DEFENDANTS have no objection to the APPLICATION itself or to  
28 the procedure therein stated by the PEOPLE for disposing of general property (i.e., property

1 other than bank accounts or cash, if any) seized pursuant to the SEARCH WARRANT.

2 **7. FUTURE COURT DATES**

3 7.1. The Court scheduled a Case Management Conference and also a Status Conference  
4 for Friday, December 16, 2011 at 9:00 a.m.

5 7.2. Depending on whether the PEOPLE may decide to move for default judgment, to  
6 litigate, or to dismiss the case, as to DEFENDANT TRU-LIGHT CORPORATION, a Nevada  
7 corporation (“TLC”), it may be that the next order of business is addressing the  
8 APPLICATION.

9 7.3. The PEOPLE, DAVID WARREN BARTH, and MELLEN-THOMAS BENEDICT  
10 have now all reached settlement, and none of those parties oppose the APPLICATION.

11 7.4. Thus, provided the PEOPLE decide to not litigate against TLC, with notice to  
12 DAVID WARREN BARTH, MELLEN-THOMAS BENEDICT and the PEOPLE, any of those  
13 parties may calendar the case, as agreeable and suitable with the Court, to address the  
14 APPLICATION, before December 16, 2011.

15 **8. CIVIL PENALTIES**

16 8.1. SETTLING DEFENDANT BENEDICT shall pay by cashier’s check or certified  
17 check, payable to the order of the “Monterey County District Attorney,” a small portion of civil  
18 penalty equal to Three Thousand and No Hundredths Dollars (\$3,000.00), which is due and  
19 payable within thirty (30) days of entry of this FINAL JUDGMENT.

20 8.2. If not paid in full within thirty (30) days of entry of FINAL JUDGMENT, this  
21 obligation to pay a civil penalty is delinquent and a daily penalty of Ten and No Hundredths  
22 Dollars (\$10.00) shall be imposed for each and every day until the civil penalty amount is paid  
23 in full to the “Monterey County District Attorney” by cashier’s check or certified check.

24 **9. COSTS**

25 9.1. SETTLING DEFENDANT BENEDICT shall pay by cashier’s check or certified  
26 check, payable to the order of the “Monterey County District Attorney,” a small portion of costs  
27 equal to Five Hundred and No Hundredths Dollars (\$500.00) which is due and payable within  
28 thirty (30) days of entry of this FINAL JUDGMENT.

1           9.2. SETTLING DEFENDANT BENEDICT shall pay by cashier’s check or certified  
2 check, payable to the order of the “California Department of Corporations,” a small portion of  
3 costs equal to One Thousand Two Hundred Fifty and No Hundredths Dollars (\$1,250.00), after  
4 payment of the civil penalty and costs ordered in Paragraphs 8.1. and 9.1., which is due and  
5 payable within thirty (30) days of entry of this FINAL JUDGMENT. SETTLING  
6 DEFENDANT BENEDICT shall provide the specified cashier’s check or certified check to the  
7 Monterey County District Attorney’s Office, which shall forward or mail it to the California  
8 Department of Corporations.

9           9.3. SETTLING DEFENDANT BENEDICT shall pay by cashier’s check or certified  
10 check, payable to the order of the “U.S. Food & Drug Administration, Office of Criminal  
11 Investigations,” a small portion of costs equal to One Thousand Two Hundred Fifty and No  
12 Hundredths Dollars (\$1,250.00), after payment of the civil penalty and costs ordered in  
13 Paragraphs 8.1., 9.1., and 9.2., which is due and payable within thirty (30) days of entry of this  
14 FINAL JUDGMENT. SETTLING DEFENDANT BENEDICT shall provide the specified  
15 cashier’s check or certified check to the Monterey County District Attorney’s Office, which  
16 shall forward or mail it to the U.S. Food & Drug Administration.

17           9.4. If not paid in full within thirty (30) days of entry of FINAL JUDGMENT, the  
18 obligations to pay costs as stated in Paragraphs 9.1, 9.2., and 9.3. are each delinquent and a daily  
19 penalty of Ten and No Hundredths Dollars (\$10.00) shall be imposed for each and every day,  
20 and each and every payee, until the costs amount is paid in full to each and every payee by  
21 cashier’s check or certified check.

22           9.5. Except as otherwise expressly provided herein, PARTIES shall bear their own  
23 respective costs.

24           **10. GENERAL PROVISIONS**

25           10.1. SETTLING DEFENDANT BENEDICT acknowledges, agrees, consents,  
26 promises, stipulates, submits, and warrants that all payments required under this FINAL  
27 JUDGMENT are not dischargeable in bankruptcy.

28           10.2. Should the Monterey County District Attorney have to take any legal action to

1 enforce any monetary obligation of any SETTLING DEFENDANT, then that SETTLING  
2 DEFENDANT shall be liable for the Monterey County District Attorney's reasonable attorney's  
3 fees and all other costs, expenses and fees of that office and any assisting administration,  
4 agency, branch or office, in addition to and over and above any and all other payments herein  
5 referenced.

6 10.3. The PEOPLE may move this Court to enjoin SETTLING DEFENDANT(S) from  
7 any violation of any provision of this FINAL JUDGMENT, and to award other appropriate  
8 relief, including penalties, by filing and serving a motion for contempt ("CONTEMPT  
9 MOTION"). SETTLING DEFENDANT(S) retain the right to oppose the CONTEMPT  
10 MOTION any may file an opposition, and the PEOPLE may file a reply.

11 10.4. The COURT has the authority to enjoin any violation of this FINAL  
12 JUDGMENT, and to impose all remedies available for contempt of a court order that are  
13 available under law. On the PEOPLE'S CONTEMPT MOTION, where the COURT determines  
14 that a SETTLING DEFENDANT has violated this FINAL JUDGMENT, the COURT shall  
15 impose punishment as provided by law for each and every separate act of contempt. Where the  
16 conduct constituting a violation is of a continuing nature, each day that the conduct continues is  
17 a separate and distinct violation. Any remedies or sanctions imposed for violation of this  
18 FINAL JUDGMENT are in addition to, and not a bar to any other remedies or sanctions  
19 provided by any other document or any statute, ordinance or regulation.

## 20 **11. RESTITUTION**

21 11.1. The PARTIES have no agreement as to any restitution claim, except that the  
22 PEOPLE will not independently claim or seek restitution, or file or institute any public action  
23 therefore. Each and every SETTLING DEFENDANT acknowledges, agrees, consents and  
24 understands that the fact the PEOPLE will not independently claim or seek restitution, nor file  
25 or institute any public action therefore, does not bar, deter, inhibit or prevent any other person  
26 from pursuing any restitution claim against any SETTLING DEFENDANT or any other person.

## 27 **12. ENTIRE AGREEMENT**

28 12.1. This FINAL JUDGMENT constitutes the entire agreement between the PARTIES

1 and may not be amended or supplemented except upon order of this COURT or by written  
2 consent by all PARTIES and approval of the COURT.

3 **13. CONTINUING JURISDICTION**

4 13.1. The COURT shall retain jurisdiction for the purpose of enabling any PARTY to  
5 this FINAL JUDGMENT to petition at any time for such further orders or direction as may be  
6 necessary or appropriate for the carrying out of this FINAL JUDGMENT; for the resolution of  
7 any dispute that may arise; for the modification or termination of any of the injunctive, penalty,  
8 costs, or restitution provisions herein; for the enforcement of compliance therewith; or, for the  
9 punishment of violation thereof.

10 **14. NOTICE**

11 14.1. All submissions and notices required by this FINAL JUDGMENT shall be sent to:

12 **For Plaintiff:**

13 Robert J. Lauchlan, Jr.  
14 Deputy District Attorney  
15 Monterey County District Attorney  
16 1200 Aguajito Road, Room # 301  
17 Monterey, CA 93940

18 **For Settling Defendant Mellen-Thomas Benedict:**

19 PO Box 1496  
20 Aptos, CA 95001

21 14.2. Any PARTY may change its notice name and/or address for purpose of notices to  
22 that PARTY by informing the other PARTY or PARTIES in writing, but no such change is  
23 effective until it is actually received by the PARTY sought to be charged with its contents. All  
24 other notices and other communications required or permitted under this FINAL JUDGMENT  
25 that are properly addressed are effective upon delivery if delivered personally or by overnight  
26 mail, or are effective five (5) days following deposit in the U.S. Mail, postage prepaid, if  
27 delivered by mail.

28 **15. NO WAIVER OF RIGHT TO ENFORCE**

15.1. The failure of the PEOPLE, including but not limited to any regulatory agency

1 working on the subject matter of this case, to enforce any provision of this FINAL JUDGMENT  
2 shall in no way be deemed a waiver of such provision, or in any way effect the validity of this  
3 FINAL JUDGMENT. The failure of the PEOPLE to enforce any such provision shall not  
4 preclude it from later enforcing the same or any other provision of this FINAL JUDGMENT.

5 **16. FINAL AND BINDING**

6 16.1. This FINAL JUDGMENT is a final and binding resolution and settlement of all  
7 claims, violations or causes of action alleged by the COMPLAINT against the SETTLING  
8 DEFENDANTS, or which could have been asserted against them based on the specific facts  
9 alleged in the COMPLAINT, or based on facts the PEOPLE knew or reasonably should have  
10 known at the time of entry of this FINAL JUDGMENT, against SETTLING DEFENDANTS,  
11 except for the obligations of SETTLING DEFENDANTS that are expressly set forth in this  
12 FINAL JUDGMENT.

13 **17. WAIVER OF RIGHT OF APPEAL**

14 17.1. The PARTIES waive any and all rights of appeal relating to the COMPLAINT,  
15 the STIPULATION, the APPLICATION, and this FINAL JUDGMENT, both as to form and  
16 content; and also as to each and every issue of fact and law, as to each and every court, forum  
17 and tribunal.

18 **18. WAIVER OF ATTACK**

19 18.1. The PARTIES waive any and all rights to attempt to set aside or vacate, or  
20 otherwise to attack, directly or collaterally, the COMPLAINT, the STIPULATION, the  
21 APPLICATION, and this FINAL JUDGMENT.

22 **19. IMMEDIATE EFFECT**

23 19.1. This FINAL JUDGMENT shall take effect immediately upon entry thereof.

24 **20. NECESSITY FOR WRITTEN APPROVALS**

25 20.1. All approvals and decisions of any PARTY under the terms of this FINAL  
26 JUDGMENT will be communicated only in writing. No informal, oral advice, guidance,  
27 suggestion, or comment by employees or officials of any PARTY regarding matters covered in  
28 this FINAL JUDGMENT shall be construed to relieve any PARTY of its obligations required

1 by this FINAL JUDGMENT.

2 **21. EFFECT OF INJUNCTION**

3 21.1. Except as expressly provided in this FINAL JUDGMENT, nothing herein is  
4 intended nor shall it be construed to preclude the PEOPLE, or any federal, state, county, or local  
5 administration, agency, board, department, or entity, from exercising its authority under any  
6 law, statute, or regulation.

7 **22. NO LIABILITY OF THE PEOPLE FOR ANY ACT OF SETTling**  
8 **DEFENDANT(S)**

9 22.1. The PEOPLE shall not be liable for any injury or damage to persons or property  
10 resulting from any act or omission by any SETTling DEFENDANT, or any director, officer,  
11 employee, agent, representative or contractor thereof in carrying out activities pursuant to this  
12 FINAL JUDGMENT, nor shall the PEOPLE be held as a party to or guarantor of any contract  
13 entered into by any SETTling DEFENDANT, or any director, officer, employee, agent,  
14 representative or contractor thereof in carrying out the requirements of this FINAL  
15 JUDGMENT.

16 **23. COMPLIANCE WITH LAW**

17 23.1. Nothing in this FINAL JUDGMENT shall excuse any SETTling DEFENDANT  
18 from complying with and meeting the requirements of any current, future, or revised law,  
19 regulation, or statute.

20 **24. AUTHORITY TO ENTER STIPULATION**

21 24.1. Each PARTY to this FINAL JUDGMENT and signatory to the STIPULATION  
22 certifies that he or she is fully authorized by the PARTY he or she represents to enter into such  
23 documents to execute the STIPULATION on behalf of the PARTY represented, and to legally  
24 bind that PARTY.

25 **25. CONTINUING JURISDICTION**

26 25.1. The PARTIES agree that this COURT has exclusive jurisdiction to interpret and  
27 enforce this FINAL JUDGMENT. This COURT shall retain continuing jurisdiction to enforce  
28 the terms of this FINAL JUDGMENT and to address any other matters arising out of or

1 regarding this FINAL JUDGMENT. The PARTIES shall meet and confer prior to the filing of  
2 any motion relating to this FINAL JUDGMENT, including any CONTEMPT MOTION  
3 referenced in Paragraphs 10.3. and 10.4., and shall negotiate in good faith in an effort to resolve  
4 any dispute without judicial intervention.

5 **26. ABILITY TO INSPECT AND COPY RECORDS AND DOCUMENTS**

6 26.1. On reasonable notice and subject to all of the defenses a SETTLING  
7 DEFENDANT would have to request for documents made by subpoena or other formal legal  
8 process or discovery, SETTLING DEFENDANT(S) shall permit any duly authorized  
9 representative of the PEOPLE to inspect and copy SETTLING DEFENDANTS' records and  
10 documents to determine whether SETTLING DEFENDANT is in compliance with the terms of  
11 this FINAL JUDGMENT. Nothing in this Paragraph is intended to require access to or  
12 production of any documents that are protected by the attorney-client privilege, attorney work  
13 product doctrine, or any other applicable privilege afforded to a SETTLING DEFENDANT  
14 under law.

15 **27. INTERPRETATION**

16 27.1. This FINAL JUDGMENT shall be considered to have been drafted equally by all  
17 PARTIES. The PARTIES therefore agree that the rule of construction holding that ambiguity is  
18 construed against the drafting PARTY shall not apply to the interpretation of this FINAL  
19 JUDGMENT.

20 **28. COOPERATION**

21 28.1. SETTLING DEFENDANT(S) shall cooperate with the PEOPLE in addressing  
22 compliance with this FINAL JUDGMENT. Nothing in this Paragraph requires SETTLING  
23 DEFENDANT(S) to produce any documents that are protected by the attorney-client privilege,  
24 attorney work product doctrine, or any other applicable privilege afforded to such SETTLING  
25 DEFENDANTS under law.

26 **29. INTEGRATION**

27 29.1. This FINAL JUDGMENT constitutes the entire agreement between the PARTIES  
28 and may not be amended or supplemented except as provided herein.

