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The People of the State of California  
15

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
17 **COUNTY OF LOS ANGELES**

**ORIGINAL FILED**  
JUL 01 2010  
LOS ANGELES  
SUPERIOR COURT

18 **BC 437981**

19 PEOPLE OF THE STATE OF  
CALIFORNIA,

20 Plaintiff,

21 v.

22 RENA WARE INTERNATIONAL, INC.,  
23 a Washington corporation,

24 Defendant.

Case No.

**STIPULATION FOR ENTRY OF  
FINAL JUDGMENT AND  
PERMANENT INJUNCTION**

1 Plaintiff, the People of the State of California ("People" or "Plaintiff"), through its  
2 attorneys, Attorney General Edmund G. Brown Jr., by Deputy Attorneys General Michele R. Van  
3 Gelderen and Daniel A. Olivas, and District Attorney for the County of Los Angeles Steve  
4 Cooley, by Stanley P. Williams, Head Deputy District Attorney, and Leslie Hanke, Deputy  
5 District Attorney, and Defendant Rena Ware International, Inc. ("Rena Ware" or "Defendant"),  
6 through its president, Russell Zylstra, and its attorneys, Perkins Coie LLP, by Donald J. Kula, and  
7 Sheppard, Mullin, Richter & Hampton LLP, by Robert H. Philibosian, hereby stipulate as  
8 follows:

- 9 1. This Court has jurisdiction of the subject matter hereof and the parties hereto.
- 10 2. The Final Judgment and Permanent Injunction ("Judgment"), a true and correct  
11 copy of which is attached hereto as Exhibit 1, may be entered by a judge or commissioner of the  
12 Superior Court of California, County of Los Angeles (the "Court").
- 13 3. Plaintiff and Defendant hereby waive any right to move for a new trial or  
14 otherwise seek to set aside the Judgment through any collateral attack, and further waive their  
15 right to appeal from the Judgment.
- 16 4. Defendant submits to the jurisdiction of the Court for purposes of entry of this  
17 Judgment and for any action by any of the parties regarding the construction, carrying out,  
18 enforcement, or punishment for any violation of any provision of the Judgment.
- 19 5. All signatories to this stipulation on behalf of Plaintiff and Defendant specifically  
20 represent that they have been authorized by the party or parties on behalf of whom they are  
21 signing to enter into this stipulation.
- 22 6. Defendant will accept notice of entry of judgment entered in this action by  
23 delivery of such notice to its counsel of record, and agrees that service of the notice of entry of  
24 judgment will be deemed personal service upon it for all purposes.
- 25 7. The Attorney General may submit the Judgment to any judge or commissioner of  
26 the superior court for approval and signature, based on this stipulation, during the court's ex parte  
27 calendar or on any other ex parte basis, without notice to or any appearance by any defendant  
28 which notice and right to appear each defendant hereby waives.

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8. This stipulation may be executed in counterparts, and the parties agree that a facsimile signature shall be deemed to be, and shall have the full force and effect as, an original signature.

Dated: May 5, 2010

EDMUND G. BROWN JR.,  
Attorney General of the State of California

By: Michele R. Van Gelderen  
MICHELE R. VAN GELDEREN  
Deputy Attorney General

Dated: May 12, 2010

STEVE COOLEY,  
District Attorney, County of Los Angeles

By: Leslie A. Hanke  
LESLIE A. HANKE  
Deputy District Attorney

Dated: April 22, 2010

RENA WARE INTERNATIONAL, INC.

By: Russell J. Zylstra  
RUSSELL ZYLSTRA, President

Dated: April 27, 2010

PERKINS COIE LLP

By: Donald J. Kula  
Donald J. Kula  
Counsel for Rena Ware International, Inc.

Dated: April 29, 2010

SHEPPARD, MULLIN, RICHTER & HAMPTON,  
LLP

By: Robert H. Philibosian  
Robert H. Philibosian  
Counsel for Rena Ware International, Inc.

**EXHIBIT A**

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES**

PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

RENA WARE INTERNATIONAL, INC.,  
a Washington corporation,

Defendant.

Case No.

**FINAL JUDGMENT AND  
PERMANENT INJUNCTION**

Plaintiff, the People of the State of California ("People" or "Plaintiff"), through its attorneys, Attorney General Edmund G. Brown Jr., by Deputy Attorneys General Michele R. Van Gelderen and Daniel A. Olivas, and District Attorney for the County of Los Angeles Steve Cooley, by Stanley P. Williams, Head Deputy District Attorney, and Leslie Hanke, Deputy District Attorney, and Defendant Rena Ware International, Inc. ("Rena Ware" or "Defendant"), personally and through its attorneys, Perkins Coie LLP, by Donald J. Kula, and Sheppard, Mullin, Richter & Hampton LLP, by Robert H. Philibosian, having stipulated to entry of this Final Judgment and Permanent Injunction ("Judgment") without the taking of evidence, and without the Judgment constituting evidence of, or an admission by, any party regarding any issue of fact or law alleged in the complaint filed in this action, and without Defendant admitting any liability, and with all parties having waived their right to appeal, and good cause appearing:

1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

2 1. This Court has jurisdiction over the allegations and subject matter of the People's  
3 complaint filed in this action, and the parties thereto; venue is proper in this County; and this  
4 Court has jurisdiction to enter this Judgment.

5 **DEFINITIONS**

6 2. For the purpose of this Judgment:

7 a. "Competent and reliable scientific evidence" shall mean tests, analyses,  
8 research, studies, or other evidence based on the expertise of professionals in the relevant area,  
9 that has been conducted and evaluated in an objective manner by persons qualified to do so, using  
10 procedures generally accepted in the profession to yield accurate and reliable results.

11 b. An "Elite Leader" is an independent contractor sales consultant who has  
12 achieved any one of the three top commissioned sales positions within the company's  
13 compensation plan structure.

14 **INJUNCTION**

15 3. Nothing in this Judgment alters the requirements of federal or state law to the  
16 extent they offer greater protection to consumers.

17 4. The injunctive provisions of this Judgment shall apply to Defendant, its officers,  
18 directors, employees, independent consultants, agents and representatives, its successors and  
19 assigns; any person who acquires the right to use the "Rena Ware" name, logo or trademark, or  
20 who acquires Rena Ware's assets in connection with the sale of housewares to the public; and any  
21 and all persons who are acting in concert or in participation with any of them.

22 5. Pursuant to Business and Professions Code sections 17203 and 17535, Defendant,  
23 in connection with the sale or offering for sale of any product or products to consumers in  
24 California, is hereby permanently enjoined and restrained from engaging, directly or indirectly, in  
25 any of the following acts or practices:

26 a. Failing to comply with the requirements of Business and Professions Code  
27 section 17500.3 in any initial contact with consumers, including but not limited to:

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1 (1) When soliciting a sale or order for sale of goods or services at the  
2 residence of a prospective buyer, in person or by telephone, Defendant must clearly, affirmatively  
3 and expressly reveal at the time of the initial contact with the prospective buyer, and before  
4 making any other statement, except a greeting, and before asking any other questions, that the  
5 purpose of the contact is to effect a sale of cookware or other houseware item, by performing all  
6 of the requirements of Business and Professions Code section 17500.3(a)(1) through (4).

7 (2) When soliciting a sale or order for the sale of goods or services at  
8 the residence of a prospective buyer, in person or by telephone, Defendant may not use any plan,  
9 scheme, or ruse which misrepresents the true status or mission to sell cookware or other  
10 houseware items, for the purpose of making such a sale or order for sale of goods or services, as  
11 prohibited by Business and Professions Code section 17500.3(b).

12 (3) Stating or implying that the only purpose of the contact is other  
13 than to sell Defendant's products. This includes, but is not limited to: stating or implying that the  
14 only purpose of the contact is to solicit the consumer's opinion or to conduct a survey; and stating  
15 or implying that the only purpose of the contact is to offer health and/or nutrition information.

16 b. Stating or implying that Defendant's cookware and/or the material used in  
17 Defendant's cookware is more healthful, safer or less hazardous to health in any way whatsoever  
18 than other cookware or material used in other cookware unless, at the time such claim is made:  
19 (1) it is true and not misleading; and (2) Defendant has in its possession competent and reliable  
20 scientific evidence which substantiates such claim.

21 c. Stating or implying that other cookware releases contaminants into food  
22 including, but not limited to, rust, bacteria, plastic, gases, petroleum by-products, aluminum,  
23 Teflon or its by-products, lead, or any other metals or chemicals unless, at the time such claim is  
24 made: (1) it is true and not misleading; (2) the contaminants released present a health risk to  
25 consumers; and (3) Defendant has in its possession competent and reliable scientific evidence  
26 which substantiates the claims concerning the release of contaminants and the health risk posed  
27 by those contaminants.

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1           d.       Stating or implying that other cookware is made from recycled tires unless,  
2 at the time such claim is made: (1) it is true and not misleading; (2) the material used presents a  
3 health risk to consumers; and (3) Defendant has in its possession competent and reliable scientific  
4 evidence which substantiates the health risk posed by the material.

5           e.       Stating or implying that eating food cooked with Defendant's cookware  
6 removes contaminants from the body unless, at the time such claim is made: (1) it is true and not  
7 misleading; (2) the contaminants eliminated from the body present a health risk to consumers;  
8 and (3) Defendant has in its possession competent and reliable scientific evidence which  
9 substantiates the claim concerning the removal of contaminants and the health risk posed by those  
10 contaminants.

11           f.       Stating or implying that utilizing Defendant's cookware, including using  
12 the waterless cooking method with Defendant's cookware, will help control diabetes, heart  
13 disease, high cholesterol and obesity, or any other medical condition, unless, at the time  
14 Defendant makes such claim: (1) it is true and not misleading; and (2) Defendant has in its  
15 possession competent and reliable scientific evidence which substantiates such claim.

16           g.       Stating or implying that Defendant's cookware extracts hormones from  
17 meat and/or poultry unless, at the time such claim is made: (1) it is true and not misleading; (2)  
18 the hormones extracted present a health risk to consumers; and (3) Defendant has in its possession  
19 competent and reliable scientific evidence which substantiates such claim concerning the removal  
20 of hormones and the health risk posed by those hormones.

21           h.       Stating or implying that eating food cooked in the cookware of other  
22 manufacturers or cookware made of other materials can cause or increase the risk of cancer,  
23 gastrointestinal problems, Alzheimer's Disease or any other disease or medical condition unless,  
24 at the time such claim is made: (1) it is true and not misleading; (2) Defendant has in its  
25 possession competent and reliable scientific evidence which substantiates such claims; and (3) the  
26 claim is specific to the competitors' cookware and not true generally of the method of cooking  
27 that uses more oil or water than Defendant's cookware.

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1           i.       Stating or implying that doctors recommend cooking with surgical stainless  
2 steel cookware unless, at the time such claim is made, it is true and not misleading.

3           j.       Offering repair or maintenance services on the consumer's existing Rena  
4 Ware unless the statement is true and not misleading, and is not used as a pretext to sell a product.

5           k.       Offering entry into a raffle, sweepstakes or any other contest to win a prize  
6 by chance where such entry is conditioned on the consumer viewing a sales presentation for  
7 Defendant's products unless Defendant first advises the consumer of such condition.

8           l.       In the case of an in-home sales presentation, failing to give the consumer  
9 any offered incentive, including entry into a contest, immediately upon arrival at the consumer's  
10 home and immediately after complying with the requirements of Business and Professions Code  
11 section 17500.3, when the offered incentive was conditioned upon attendance at an in-home sales  
12 presentation.

13           m.       Soliciting referrals or contact information from consumers for the purpose  
14 of selling Defendant's products, for recruiting, or for any other purpose, unless the purpose of  
15 obtaining the referral has been communicated to the consumer providing the referral.

16           n.       Failing to comply with all provisions of Business and Professions Code  
17 section 17577.2 (Water Treatment Devices) including, but not limited to:

18                   (1)     Stating or implying that the consumer's tap water, or tap water in  
19 general, is or may be unsafe in any way unless, at the time such claim is made: (a) it is true and  
20 not misleading; and (b) Defendant has in its possession competent and reliable scientific evidence  
21 which substantiates such claim.

22                   (2)     Conducting any precipitation test of an individual consumer's  
23 drinking water for any purpose other than to demonstrate the hardness or other nonhealth-related  
24 characteristics of the water being tested.

25                   (3)     Stating or implying that chlorine in tap water is unsafe or hazardous  
26 to the consumer's health unless, at the time the claim is made: (a) it is true and not misleading;  
27 and (b) Defendant has in its possession competent and reliable scientific evidence which  
28 substantiates such claim.

1 (4) Stating or implying that Defendant's products will make the  
2 consumer's tap water safer or diminish a health risk unless, at the time such claim is made: (a) it  
3 is true and not misleading; and (b) Defendant has in its possession competent and reliable  
4 scientific evidence which substantiates such claim.

5 (5) Referring to news events, reports or descriptions of water quality  
6 problems or health hazards associated with water systems or suppliers different from the water  
7 systems or suppliers of the consumer unless Defendant complies with Business and Professions  
8 Code section 17577.2(a)(5).

9 o. Misrepresenting the reasons for, existence of, or amounts of price  
10 reductions. This includes, but is not limited to, stating or implying that the price offered on an  
11 individual item to the consumer during the sales presentation is a discount, a "today only" price, a  
12 sale price or a limited time offer, unless Defendant has made any sales at the previous, regular  
13 price during the preceding five (5) months. This also includes, with respect to a promotional  
14 package (which consists of a set of cookware plus one or more additional items), stating or  
15 implying that the promotional package is less expensive than the aggregate of what the packaged  
16 items would cost if purchased individually at their regular price, unless Defendant has made any  
17 sales of at least one of the packaged items included in the promotional package at the previous,  
18 regular price during the preceding five (5) months.

19 p. Stating or implying that an offered price is for "today only" or for a limited  
20 time unless the statement is true and not in violation of Civil Code section 1770(a)(13).

21 q. Failing to honor a written request for cancellation made prior to midnight  
22 on the third business day after the date on which the consumer signs an agreement that complies  
23 with Civil Code section 1689.7.

24 r. Failing to honor a written or oral request for cancellation made at any time  
25 Defendant receives information upon which it can reasonably base a conclusion that a violation of  
26 applicable law or of any provision of this Judgment has occurred in connection with the sale.  
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1           s.       Failing to comply with all provisions of Civil Code section 1689.7  
2 including, but limited to, the requirement that all consumers be advised orally and in writing of  
3 the three-day right of cancellation.

4           t.       Stating or implying that using Defendant's cookware will result in savings  
5 on a consumer's food bill unless, at the time such claim is made: (1) it is true and not misleading;  
6 and (2) Defendant has in its possession competent and reliable scientific evidence upon which to  
7 substantiate such claim. This includes, but is not limited to, stating or implying that Defendant's  
8 cookware reduces food shrinkage or allows users to use less food to serve more people.

9           u.       Failing to return a consumer's entire down payment within ten (10) days of  
10 a consumer's cancellation of the contract, as required by Civil Code section 1689.10.

11          v.       Collecting or attempting to collect any money owed by a consumer in  
12 connection with the purchase of Defendant's products by:

13               (1)     Stating or implying that the consumer's account may be or will be  
14 assigned or referred to a collection agency, unless the statement is true and not misleading and  
15 Defendant intends imminently to assign or refer the account to an outside collection agency if  
16 payment is not made.

17               (2)     Stating or implying that legal action may or will be instituted or  
18 that the matter may or will be referred to an attorney unless the debt is paid, unless the statement  
19 is true and not misleading, and: (a) Defendant is prepared to file a small claims action  
20 imminently; or (b) Defendant has instructed the attorney to file a lawsuit imminently if payment  
21 is not made, the attorney is admitted to practice in the jurisdiction in which the lawsuit will be  
22 filed, and the attorney is prepared to file suit imminently.

23               (3)     Stating or implying that a communication is from an attorney.  
24 This includes, but is not limited to, sending a communication on an attorney's letterhead,  
25 containing an attorney's actual or apparent signature, or containing an attorney's name in the  
26 signature block.

27          w.       Failing to present consumers with a fully completed Retail Installment  
28 Contract/Customer Order form for the sale of Defendant's products. The contract shall comply

1 with all provisions of Civil Code section 1689.7, including the terms of cancellation as set forth in  
2 Civil Code section 1689.7(a)(1).

3 x. Misrepresenting the primary purpose of Defendant's business, including,  
4 but not limited to, stating or implying that Rena Ware is a health and nutrition company or that  
5 Defendant's products are a health and nutrition system.

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7 **COMPLIANCE PROGRAM**

8 6. To ensure compliance with the Judgment, Defendant, within one (1) month  
9 following entry of this Judgment, shall retain an independent compliance monitor located in  
10 California who will serve as monitor for one (1) year. Subject to contractual defenses available  
11 under California law, Defendant shall pay the monitor the actual cost of monitoring not to exceed  
12 the sum of \$100,000.00 for the one year period. Defendant may suggest persons or entities to  
13 serve as the monitor, but Plaintiff shall determine who will serve as the monitor. The monitor  
14 will operate at the exclusive direction of Plaintiff. If Defendant withholds payment from the  
15 monitor pursuant to California contract law, Defendant shall pay the withheld funds to Plaintiff,  
16 who shall hold the funds pending resolution of the dispute, and the monitoring period will be  
17 extended on a day-to-day basis for any period in which no monitoring takes place as a result of  
18 such dispute.

19 7. The monitor shall contact Defendant and California consumers in order to gather  
20 information that will assist Plaintiff in determining whether Defendant has complied with the  
21 provisions of this Judgment. Plaintiff may select the consumers to be contacted or may delegate  
22 that authority to the monitor. The specific tasks to be undertaken by the compliance monitor shall  
23 be set forth more fully in an agreement to be entered into by Defendant and the compliance  
24 monitor, subject to the approval of Plaintiff.

25 8. To facilitate the monitor's activities, Defendant, at its expense, shall provide to the  
26 monitor, for each Monday-Sunday week following the appointment of the monitor (the  
27 "Reporting Week"), in an electronic format, no later than the Monday eight (8) days after the end  
28 of the Reporting Week in question, the following information (to the extent possessed by

1 Defendant) regarding each California consumer who purchased any of Defendant's products and  
2 for whom Defendant processed a sales order during the Reporting Week:

3 a. The full name and last known address, telephone number, and e-mail  
4 address (if known) of the consumer.

5 b. A copy of the front page of the consumer's contract, and credit agreement  
6 (if any).

7 c. The full name and last known address, telephone number, and e-mail  
8 address of the independent consultant who sold or engaged the person who sold the product.

9 d. All other information requested by Plaintiff to monitor compliance with the  
10 provisions of this Judgment. By agreement between Plaintiff and Defendant, the frequency of the  
11 production of documents and the scope of production may be reduced.

12 9. The monitor shall provide written monthly reports to Plaintiff. Unless Plaintiff  
13 determines that disclosure of the written reports to Defendant will interfere with Plaintiff's ability  
14 to enforce the Judgment, Plaintiff shall provide copies of the written reports to Defendant within  
15 thirty (30) days of receipt by Plaintiff. The reports shall be considered Defendant's trade secrets  
16 and shall be kept confidential by Plaintiff except as needed to enforce compliance with the  
17 Judgment.

18 10. Defendant shall, for one (1) year following appointment of the monitor, provide  
19 Plaintiff with copies of all written complaints from California customers received by Defendant  
20 alleging improper sales or financing practices regarding Defendant's products. Copies of the  
21 complaints received through the 15th day of the prior month shall be provided to Plaintiff on the  
22 1st day of the following month.

23 11. Defendant shall retain all contracts and regularly maintained customer call logs  
24 concerning any sale to a California consumer of Defendant's products for a period of forty-eight  
25 (48) months after the date of the consumer's final payment in connection with that sale.

26 12. For purposes of further insuring compliance with this judgment, any duly  
27 authorized representative of Plaintiff shall, upon reasonable notice to Defendant, be permitted to  
28 inspect and copy all books, ledgers, correspondence, memoranda, contracts, or other similar

1 records or documents in the possession of or under the control of Defendant, which relate to any  
2 of the matters contained in this Judgment.

3 13. Nothing in this Judgment limits Plaintiff's right to request or obtain information  
4 from, or otherwise contact, Defendant or its California consumers, as otherwise provided in this  
5 Judgment or as provided by law.

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7 **IMPLEMENTATION OF SANCTIONS PROCEDURES**

8 14. Defendant shall provide a copy of this Judgment to each person who has been an  
9 "Elite Leader" within the last two (2) years as well as to all persons who become Elite Leaders  
10 after entry of the Judgment. Defendant shall obtain from each such person a signed  
11 acknowledgment that he or she has read, understands, and agrees to abide by the terms of the  
12 Judgment and understands that there is a sanctions policy, as described below, for violation of the  
13 Judgment's injunctive provisions, or immediately terminate any such person who refuses to sign  
14 the acknowledgment.

15 15. A copy of each acknowledgement signed by an Elite Leader pursuant to paragraph  
16 14 above shall be retained by Defendant and made available for inspection by representatives of  
17 the Office of the Attorney General of California, the Los Angeles County District Attorney's  
18 Office, and/or the Los Angeles County Department of Consumer Affairs.

19 16. Defendant shall implement a disciplinary policy for violation of the Judgment  
20 committed by any Elite Leader in California. The disciplinary policy shall include all of the  
21 following:

22 a. First violation: issue a written warning regarding the violation(s) and  
23 provide counseling. Nothing in this section prohibits Defendant from immediately terminating an  
24 Elite Leader upon a serious violation.

25 b. Second violation: immediate termination.

26 c. A violation of the Judgment's injunctive provisions, for purposes of the  
27 disciplinary policy, shall mean a violation that is witnessed by a consumer, a government agency,  
28 or non-governmental consumer protection organization such as the Better Business Bureau. A

1 violation reported by a consumer to Defendant shall be investigated by Defendant for a  
2 determination of whether a violation of law or of the Judgment's injunctive provisions has  
3 occurred.

4 **MONETARY PROVISIONS**

5 17. Upon entry of this Judgment, pursuant to California Business and Professions  
6 Code sections 17203 and 17535, Defendant shall pay Plaintiff restitution in the amount of  
7 \$250,000.00 in the aggregate. Plaintiff, in its discretion, may determine the eligibility of any  
8 individual for restitution available under this Judgment, pay restitution directly to eligible  
9 individuals in accordance with any reasonable plan or method, including restitution to all eligible  
10 individuals, or to groups of eligible individuals reasonably selected by Plaintiff in its discretion,  
11 on a full, pro rata, or differential basis, and distribute any remaining restitution as additional costs  
12 to the Los Angeles County Department of Consumer Affairs after payment of restitution as set  
13 forth in this paragraph. At Plaintiff's option, restitution may be administered by a third party  
14 administrator, who shall administer restitution according to this Judgment. Payment for services  
15 rendered by the restitution administrator shall be paid entirely and solely from funds allocated as  
16 restitution. Defendant shall cooperate with Plaintiff in determining which consumers are entitled  
17 to restitution.

18 18. Upon entry of this Judgment, Defendant shall pay Plaintiff the sum of \$139,600.00  
19 as partial payment of attorney fees and costs related to the investigation and the prosecution of  
20 this matter, which it shall distribute as follows:

- 21 a. To the California Attorney General's office, attorney fees of \$45,000.00.
- 22 b. To the Los Angeles County District Attorney's office, attorney fees of  
23 \$45,000.00.
- 24 c. To the Los Angeles County District Attorney's office, investigative costs  
25 of \$4,600.00.
- 26 d. To the Los Angeles County Department of Consumer Affairs, investigative  
27 costs of \$45,000.00.

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