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Attorneys for Plaintiff, The People Of The State Of California

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONTEREY

THE PEOPLE OF THE STATE OF CALIFORNIA, Plaintiff, v. TRU-LIGHT CORPORATION, a Nevada corporation; DAVID WARREN BARTH, an individual; MELLEN-THOMAS BENEDICT, an individual; and DOES 1 through 100 inclusive, Defendants.	CIVIL CASE NO.: M112396 DA NO.: CF03-0397 **[~~PROPOSED~~] FINAL JUDGMENT, INCLUDING CIVIL PENALTIES AND COSTS AND PERMANENT INJUNCTION**

1. INTRODUCTION

1.1. PLAINTIFF, the PEOPLE OF THE STATE OF CALIFORNIA (the "PEOPLE"); and DEFENDANT DAVID WARREN BARTH, an individual ("BARTH") (any and all defendant(s) which are party hereto collectively, the "SETTLING DEFENDANT(S)") (the

PEOPLE and the SETTLING DEFENDANT(S) collectively, the "PARTIES"), have executed and filed with the Court a "Stipulation for Entry of '[Proposed] Final Judgment, Including Civil Penalties and Costs and Permanent Injunction'" (the "STIPULATION") relating to entry of this "[Proposed] Final Judgment, Including Civil Penalties and Costs and Permanent Injunction" (the "FINAL JUDGMENT").

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

1.3. BARTH, while advised by Michael Paige, Esq., Jackson & Campbell, P.C., Washington, DC 20036, appears *in propia persona*.

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

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

2. JURISDICTION

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

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

have obtained from the conduct alleged in the COMPLAINT.

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

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

3. FACTUAL ADMISSIONS & FINDINGS

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

4. DISCLAIMERS

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

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

5. PERMANENT INJUNCTION

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

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

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

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

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

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

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

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

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

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

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

5.1.2.5. Selling any unqualified, non-exempt security;

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

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

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

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

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

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

5.1.6. Committing unlawful methods of competition, and unfair and deceptive acts, such as representing that services have characteristics which they do not have; and representing

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that a transaction confers and involves rights which it does not have or involve, or which are prohibited by law, in violation of *California Civil Code* section 1770.

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

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

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

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

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

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

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

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

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

5.2. SETTLING DEFENDANTS shall maintain any and all documentation as necessary to demonstrate compliance with the terms and conditions of this FINAL JUDGMENT, including but not limited to security disclosure, exemption, offering and registration documents, if any, and medical device approvals, patents, registrations and

sponsorships, if any, and shall make such documents available to the Monterey County District Attorney upon ten (10) days written notice for review, inspection and copying.

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

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

6. DISPOSITION OF GENERAL PROPERTY SEIZED PURSUANT TO SEARCH WARRANT

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

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

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

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

6.5. SETTLING DEFENDANTS have no objection to the APPLICATION itself or to the procedure therein stated by the PEOPLE for disposing of general property (i.e., property other than bank accounts or cash, if any) seized pursuant to the SEARCH WARRANT.

7. DISPOSITION OF ASSETS, DEPOSITS, FUNDS, MONIES, PROCEEDS, PRINCIPAL AND INTEREST IN WELLS FARGO BANK ACCOUNT NO. 041 – 2469082 IN THE NAME OF BARTH AND WIFE

7.1. SETTLING DEFENDANT BARTH and his wife Nicole Barth are named on Wells Fargo Bank Account Number 041 – 2469082 (the "ACCOUNT").

7.2. Twenty Thousand and No Hundredths Dollars ($20,000.00) in the ACOUNT shall be paid in accordance with the terms of this FINAL JUDGMENT. Any and all assets, deposits, funds, monies, proceeds, principal and interest remaining in the ACCOUNT, if any, after payments in accordance with Paragraphs 8.1., 9.1., 9.2., and 9.3. of this FINAL JUDGMENT, shall be paid by Wells Fargo Bank to the order of "David and Nicole Barth."

8. CIVIL PENALTIES

8.1. On behalf of SETTLING DEFENDANT BARTH, SETTLING DEFENDANT BARTH or Wells Fargo Bank, shall pay from the ACCOUNT, by cashier's check or certified check payable to the order of the "Monterey County District Attorney," a small portion of civil penalty equal to Ten Thousand and No Hundredths Dollars ($10,000.00) in the ACCOUNT, which is due and payable within thirty (30) days of entry of this FINAL JUDGMENT.

8.2. If not paid in full within thirty (30) days of entry of FINAL JUDGMENT, this obligation to pay a civil penalty is delinquent and a daily penalty of Thirty and No Hundredths Dollars ($30.00) shall be imposed for each and every day until the civil penalty amount is paid in full to the "Monterey County District Attorney" by cashier's check or certified check.

9. COSTS

9.1. On behalf of SETTLING DEFENDANT BARTH, SETTLING DEFENDANT BARTH or Wells Fargo Bank, shall pay from the ACCOUNT, by cashier's check or certified check payable to the order of the "Monterey County District Attorney," a small portion of costs equal to Five Thousand and No Hundredths Dollars ($5,000.00) in the ACCOUNT, after

payment of the civil penalty ordered in Paragraph 8.1.; which is due and payable within thirty (30) days of entry of this FINAL JUDGMENT.

9.2. On behalf of SETTLING DEFENDANT BARTH, SETTLING DEFENDANT BARTH or Wells Fargo Bank, shall pay from the ACCOUNT, by cashier's check or certified check payable to the order of the "California Department of Corporations," a small portion of costs equal to Two Thousand Five Hundred and No Hundredths Dollars ($2,500.00) in the ACCOUNT, after payment of the civil penalty and costs ordered in Paragraphs 8.1. and 9.1., which is due and payable within thirty (30) days of entry of this FINAL JUDGMENT.

9.3. On behalf of SETTLING DEFENDANT BARTH, SETTLING DEFENDANT BARTH or Wells Fargo Bank, shall pay from the ACCOUNT, by cashier's check or certified check payable to the order of the "U.S. Food & Drug Administration, Office of Criminal Investigations," a small portion of costs equal to Two Thousand Five Hundred and No Hundredths Dollars ($2,500.00) in the ACCOUNT, after payment of the civil penalty and costs ordered in Paragraphs 8.1., 9.1., and 9.2., which is due and payable within thirty (30) days of entry of this FINAL JUDGMENT.

9.4. If not paid in full within thirty (30) days of entry of FINAL JUDGMENT, the obligations to pay costs as stated in Paragraphs 9.1, 9.2., and 9.3. are each delinquent and a daily penalty of Twenty and No Hundredths Dollars ($20.00) shall be imposed for each and every day, and each and every payee, until the costs amount is paid in full to each and every payee by cashier's check or certified check.

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

10. GENERAL PROVISIONS

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

10.2. Should the Monterey County District Attorney have to take any legal action to enforce any monetary obligation of any SETTLING DEFENDANT, then that SETTLING

DEFENDANT shall be liable for the Monterey County District Attorney's reasonable attorney's fees and all other costs, expenses and fees of that office and any assisting administration, agency, branch or office, in addition to and over and above any and all other payments herein referenced.

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

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

11. RESTITUTION

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

12. ENTIRE AGREEMENT

12.1. This FINAL JUDGMENT constitutes the entire agreement between the PARTIES and may not be amended or supplemented except upon order of this COURT or by written

consent by all PARTIES and approval of the COURT.

13. CONTINUING JURISDICTION

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

14. NOTICE

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

For Plaintiff:

Robert J. Lauchlan, Jr.
Deputy District Attorney
Monterey County District Attorney
1200 Aguajito Road, Room # 301
Monterey, CA 93940

For Settling Defendant David Warren Barth:

10 Acorn Court
Novato, California 94949

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

15. NO WAIVER OF RIGHT TO ENFORCE

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

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

16. FINAL AND BINDING

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

17. WAIVER OF RIGHT OF APPEAL

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

18. WAIVER OF ATTACK

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

19. IMMEDIATE EFFECT

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

20. NECESSITY FOR WRITTEN APPROVALS

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

by this FINAL JUDGMENT.

21. EFFECT OF INJUNCTION

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

22. NO LIABILITY OF THE PEOPLE FOR ANY ACT OF SETTLING DEFENDANT(S)

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

23. COMPLIANCE WITH LAW

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

24. AUTHORITY TO ENTER STIPULATION

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

25. CONTINUING JURISDICTION

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

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

26. ABILITY TO INSPECT AND COPY RECORDS AND DOCUMENTS

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

27. INTERPRETATION

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

28. COOPERATION

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

29. INTEGRATION

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

30. MODIFICATION

30.1. This FINAL JUDGMENT may be modified only by the COURT, or upon written consent by the PARTIES and the approval of the COURT.

31. APPLICATION OF CONSENT JUDGMENT TO AFFILIATES OF ANY CORPORATE SETTLING DEFENDANT

31.1. This FINAL JUDGMENT shall apply to and be binding upon the affiliates, agents, assigns, employees, subsidiaries, successors, officers and directors of corporate SETTLING DEFENDANT(S) except the obligation to pay any civil penalty or costs.

32. NON-DISCHARGEABILITY OF DUTIES AND OBLIGATIONS

32.1. Payments required by this FINAL JUDGMENT are not dischargeable in bankruptcy.

33. NO OBJECTION OF SETTLING DEFENDANT BARTH TO POSSIBLE DEFAULT AND DEFAULT JUDGMENT AGAINST DEFENDANT TRU-LIGHT CORPORATION

33.1. BARTH acknowledges, agrees, recognizes, and understands that the PEOPLE may move for default and default judgment against DEFENDANT TRU-LIGHT CORPORATION, a Nevada corporation ("TLC"), and that the PEOPLE reserve any and all right to do so. BARTH acknowledges, agrees, promises, represents, stipulates and warrants that he has no objection or opposition to any such motion by the PEOPLE, nor any related order by any court; and that he will not allege, aver, file, interpose, litigate, proceed with or state any objection or opposition whatsoever; while the PEOPLE agree, promise, represent, stipulate and warrant that they will not seek to hold BARTH liable or responsible for any separate judgment in this case against TLC itself.

IT IS SO ORDERED.

DATED: JUL 21 2011 BY:_____

The Honorable Judge Lydia M. Villarreal