

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

Clifford A. Chanler, State Bar No. 135534  
David Lavine, State Bar No. 166744  
HIRST & CHANLER LLP  
2560 Ninth Street  
Parker Plaza, Suite 214  
Berkeley, California 94710-2565  
Telephone: (510) 848-8880  
Facsimile: (510) 848-8118

Attorneys for Plaintiff  
ANTHONY E. HELD, Ph.D., P.E.

**FILED**  
**ENDORSED**

09 SEP 28 AM 11:06  
SACRAMENTO COURTS  
DEPT #53

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SACRAMENTO  
UNLIMITED CIVIL JURISDICTION

ANTHONY E. HELD, Ph.D., P.E.  
  
Plaintiff,  
  
v.  
  
TOWN AND COUNTRY LINEN CORP., and  
DOES 1 through 150, inclusive,  
  
Defendants.

Case No. 34-2009-00036398  
  
~~PROPOSED~~ JUDGMENT  
PURSUANT TO TERMS OF  
STIPULATION AND ORDER RE:  
CONSENT JUDGMENT  
  
Date: September 28, 2009  
Time: 2:00 p.m.  
Dept: 53  
Judge: Hon. Loren E. McMaster

RECEIVED  
Jul 28 2009  
1  
CIVIL

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

In the above-entitled action, Plaintiff ANTHONY E. HELD, Ph.D., P.E., and Defendant TOWN AND COUNTRY LINEN CORP., having agreed through their respective counsel that judgment be entered pursuant to the terms of the Proposition 65 settlement agreement in the form of a Stipulation and [Proposed] Order Re: Consent Judgment ("Consent Judgment") entered into by the parties, and following issuance of an order approving this Proposition 65 settlement agreement and entering the Consent Judgment on September 28, 2009.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that pursuant to Code of Civil Procedure §664.6, judgment is entered in accordance with the terms of the Consent Judgment attached hereto as Exhibit 1.

IT IS SO ORDERED.

Dated: ~~SEP 28 2009~~

  
JUDGE OF THE SUPERIOR COURT

LOREN E. McMASTER

# **Exhibit 1**

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

Clifford A. Chanler, State Bar No. 135534  
David Lavine, State Bar No. 166744  
HIRST & CHANLER LLP  
2560 Ninth Street  
Parker Plaza, Suite 214  
Berkeley, CA 94710-2565  
Telephone: (510) 848-8880  
Facsimile: (510) 848-8118

Attorneys for Plaintiff  
ANTHONY E. HELD, Ph.D., P.E.

Malcolm C. Weiss, State Bar No. 112476  
Catherine Allen, State Bar No. 211574  
HUNTON & WILLIAMS LLP  
550 South Hope Street, Suite 2000  
Los Angeles, California 90071  
Telephone: (213) 532-2000  
Facsimile: (213) 532-2020

Attorneys for Defendant  
TOWN & COUNTRY LINEN CORP.

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SACRAMENTO  
UNLIMITED CIVIL JURISDICTION

ANTHONY HELD, Ph.D., P.E.,

Plaintiff,

v.

TOWN & COUNTRY LINEN CORP.; and  
DOES 1 through 150, inclusive,

Defendants.

Case No. 34-2009-00036398

**STIPULATION AND [PROPOSED]  
ORDER RE: CONSENT JUDGMENT**

1       **1. INTRODUCTION**

2               **1.1 Anthony E. Held, Ph.D., P.E., and Town & Country Linen Corporation**

3               This Consent Judgment is entered into by and between plaintiff Anthony E Held, Ph.D.,  
4       P.E. ("Dr. Held" or "Plaintiff") and defendant Town & Country Linen Corporation ("Town &  
5       Country" or "Defendant") with Dr. Held and Town & Country collectively referred to as the  
6       "parties."

7               **1.2 Plaintiff Dr. Anthony Held**

8               Dr. Held represents that he is an individual residing in California who seeks to promote  
9       awareness of exposure to toxic chemicals and improve human health by reducing or eliminating  
10       hazardous substances contained in consumer products

11              **1.3 Defendant**

12              Town & Country employs ten or more persons and is a person in the course of doing  
13       business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California  
14       Health & Safety Code §25249.6 *et seq.* (Proposition 65).

15              **1.4 General Allegations**

16              Dr. Held alleges that Town & Country has manufactured, distributed and/or sold certain  
17       vinyl placemats containing di(2-ethylhexyl)phthalate (hereinafter "DEHP") in the State of  
18       California without the requisite health hazard warnings. DEHP is listed pursuant to Proposition 65,  
19       and is known to cause birth defects and other reproductive harm. DEHP shall be referred to  
20       hereinafter as the "listed chemical."

21              **1.5 Product Description**

22              The products that are covered by this Consent Judgment are defined as follows:

23              (a)     vinyl placemats containing DEHP including, but not limited to, *Vinyl Placemat,*  
24       *#106901DPC (#0 28332 45997 6).* All such vinyl placemats containing DEHP are referred to  
25       hereinafter as the "Products;" and

26              (b)     shower curtains, liners, and table cloths made from the same vinyl material  
27       containing DEHP as the vinyl placemats ("Additional Products").  
28

1 All Products and Additional Products are collectively referred to hereinafter as the "Covered  
2 Products."

3 **1.6 Notice of Violation**

4 On or about December 23, 2008 and July 17, 2009, respectively, Dr. Held served Town &  
5 Country and various public enforcement agencies with a "60-Day Notice of Violation" and  
6 "Supplemental 60-Day Notice of Violation" (collectively, the "Notices") that provided Town &  
7 Country and public enforcers with notice of alleged violations of Health & Safety Code §25249.6  
8 for failing to warn consumers that Covered Products that Town & Country manufactured,  
9 distributed, and/or sold exposed users in California to DEHP. No public enforcer diligently  
10 prosecuted the allegations set forth in the Notice.

11 **1.7 Complaint**

12 On March 4, 2009, Dr. Held, who was and is acting in the interest of the general public in  
13 California, filed a complaint ("Complaint" or "Action") in the Superior Court in and for the County  
14 of Sacramento against Town & Country; and Does 1 through 150, alleging violations of California  
15 Health & Safety Code §25249.6 based on the alleged exposures to the listed chemical contained in  
16 the Covered Products sold by Town & Country. Upon the expiration of the sixty-day waiting  
17 period following the issuance of the Supplemental 60-Day Notice of Violation and provided that no  
18 public prosecutor has diligently prosecuted the covered claims, the Complaint shall be deemed  
19 amended to include Held's allegations as to the Additional Products.

20 **1.8 No Admission**

21 Town & Country denies the material, factual, and legal allegations contained in Dr. Held's  
22 Notice and Complaint, and maintains that all Covered Products sold or distributed by Town &  
23 Country in California have been and are in compliance with all laws. Nothing in this Consent  
24 Judgment shall be construed as an admission by Town & Country of any fact, finding, issue of law,  
25 or violation of law, nor shall compliance with this Consent Judgment constitute or be construed as  
26 an admission by Town & Country of any fact, finding, conclusion, issue of law, or violation of law,  
27 such being specifically denied by Town & Country. In order to avoid the continued cost and  
28 expense of litigation and without admitting liability or wrongdoing, the parties have elected to

1 resolve this matter by settlement and on the terms set forth herein. However, this section shall not  
2 diminish or otherwise affect Town & Country's obligations, responsibilities, and duties under this  
3 Consent Judgment.

4 **1.9 Consent to Jurisdiction**

5 For purposes of this Consent Judgment only, the parties stipulate that this Court has  
6 jurisdiction over Town & Country as to the allegations contained in the Complaint, that venue is  
7 proper in the County of Sacramento and this Court has jurisdiction to enter and enforce this Consent  
8 Judgment as a full and final binding resolution of all claims which were or could have been raised  
9 in the Complaint against Town & Country based on the facts alleged therein and in the Notice.

10 **1.10 Effective Date**

11 For purposes of this Consent Judgment, the term "Effective Date" shall mean July 31, 2009.

12 **2. INJUNCTIVE RELIEF: WARNINGS AND REFORMULATION**

13 **2.1 Product Warnings**

14 After August 31, 2009, Town & Country shall not sell, ship, or offer to be shipped for sale  
15 in California any Covered Products containing the listed chemical unless: such Covered Products  
16 are sold or shipped with one of the clear and reasonable warnings set forth in subsections 2.1(a) and  
17 (b), are otherwise exempt pursuant to Section 2.2, or comply with the reformulation standards set  
18 forth in Section 2.3, below.

19 Each warning shall be prominently placed with such conspicuousness as compared with  
20 other words, statements, designs, or devices as to render it likely to be read and understood by an  
21 ordinary individual under customary conditions before purchase or use. Each warning shall be  
22 provided in a manner such that the consumer or user understands to which *specific* Product the  
23 warning applies, so as to minimize if not eliminate the chance that an overwarning situation will  
24 arise

25 **(a) Retail Store Sales.**

26 **(i) Product Labeling.** Town & Country may affix to the packaging,  
27 labeling, or directly on each Product sold in retail outlets in California by Town & Country or its  
28 agents, that states:

1                   **WARNING:** This product contains DEHP, a phthalate  
2                   chemical known to the State of California  
3                   to cause birth defects and other  
4                   reproductive harm

5                   (ii)    **Point-of-Sale Warnings.** Town & Country may, alternatively,  
6                   perform its warning obligations by providing signs in the form below to its customers with  
7                   instructions to post the warnings in close proximity to the point of display of the Covered Products.

8                   **WARNING:** This product contains DEHP, a phthalate  
9                   chemical known to the State of California  
10                   to cause birth defects and other  
11                   reproductive harm.

12                   Where more than one Covered Product is sold in proximity to other like items or to those  
13                   that do not require a warning (e.g., Reformulated Products as defined in Section 2.3), the following  
14                   statement must be used:<sup>1</sup>

15                   **WARNING:** The following products contain DEHP, a  
16                   phthalate chemical known to the State of  
17                   California to cause birth defects and other  
18                   reproductive harm.

19                   *[list products for which warning is required ]*

20                   (b)    **Mail Order Catalog and Internet Sales.** In the event that Town & Country  
21                   maintains and/or operates a mail order catalog or website through which its products may be  
22                   purchased, Town & Country shall satisfy its warning obligations for Covered Products sold via such  
23                   mail order catalog or website to California residents by providing a warning: (i) in the mail order  
24                   catalog; or (ii) on the website. Warnings given in the mail order catalog or on the website shall  
25                   identify the specific Product to which the warning applies as further specified in Sections 2.1(b)(i)  
26                   and (ii).

27                   (i)    **Mail Order Catalog Warning.** Any warning provided in a mail  
28                   order catalog must be in the same type size or larger than the Product description text within the

---

<sup>1</sup> For purposes of this Consent Judgment, "sold in proximity to other like items" shall mean that the Covered Product and another product are offered for sale close enough to each other so that the consumer, under customary conditions of purchase, could not reasonably determine which of the two products is subject to the warning sign.



1 catalog. The following warning shall be provided on the same page and in the same location as the  
2 display and/or description of the Covered Products:

3 **WARNING:** This product contains DEHP, a phthalate  
4 chemical known to the State of California  
5 to cause birth defects and other  
6 reproductive harm.

7 Where it is impracticable to provide the warning on the same page and in the same location  
8 as the display and/or description of the Covered Products, Town & Country may utilize a  
9 designated symbol to cross reference the applicable warning and shall define the term "designated  
10 symbol" with the following language on the inside of the front cover of the catalog or on the same  
11 page as any order form for the Product(s):

12 **WARNING:** Certain products identified with this  
13 symbol ▼ and offered for sale in this  
14 catalog contain DEHP, a phthalate  
15 chemical known to the State of California  
16 to cause birth defects and other  
17 reproductive harm.

18 The designated symbol must appear on the same page and in close proximity to the display  
19 and/or description of the Covered Products. On each page where the designated symbol appears,  
20 Town & Country must provide a header or footer directing the consumer to the warning language  
21 and definition of the designated symbol.

22 If Town & Country elects to provide warnings in the mail order catalog, then the warnings  
23 must be included in all catalogs offering to sell one or more Covered Products printed after the  
24 Effective Date.

25 (ii) **Internet Website Warning.** A warning may be given in conjunction  
26 with the sale of the Covered Products via the Internet, provided it appears either: (a) on the same  
27 web page on which the Covered Product is displayed; (b) on the same web page as the order form  
28 for the Covered Product; (c) on the same page as the price for any Product; or (d) on one or more  
web pages displayed to a purchaser during the checkout process. The following warning statement  
shall be used and shall appear in any of the above instances adjacent to or immediately following

1 the display, description, or price of the Covered Products for which it is given in the same type size  
2 or larger than the Covered Product description text:

3 **WARNING:** This product contains DEHP, a phthalate  
4 chemical known to the State of California  
5 to cause birth defects and other  
6 reproductive harm.

7 Alternatively, the designated symbol may appear adjacent to or immediately following the  
8 display, description, or price of the Covered Products for which a warning is being given, provided  
9 that the following warning statement also appears elsewhere on the same web page, as follows:

10 **WARNING:** Products identified on this page with the  
11 following symbol contain DEHP, a  
12 phthalate chemical known to the State of  
13 California to cause birth defects and other  
14 reproductive harm: ▼ .

## 15 **2.2 Exceptions To Warning Requirements**

16 The warning requirements set forth in Section 2.1 shall not apply to:

- 17 (i) any Covered Product manufactured by Town & Country prior to August 31,  
18 2009;
- 19 (ii) any Covered Product shipped by Town & Country to its customers in  
20 California prior to August 31, 2009; or
- 21 (iii) Reformulated Products (as defined in Section 2.3 below).

## 22 **2.3 Reformulation Standards**

23 Reformulated Products are defined as those containing less than or equal to 1,000 parts per  
24 million ("ppm") of DEHP, as measured by Environmental Protection Agency ("EPA") testing  
25 methodologies 3580A and 8270C.

## 26 **2.4 Reformulation Commitment**

27 Upon Town & Country's receipt of the December 2008 Notice, Town & Country undertook  
28 immediate efforts to reformulate the Covered Products. Town & Country hereby commits to use its  
best efforts to reformulate one hundred percent (100%) of the Covered Products that it offers for

1 sale in California after August 31, 2009, so that the Covered Products shall qualify as Reformulated  
2 Products.

3 **3. MONETARY PAYMENTS**

4 **3.1 Payments Pursuant to Health & Safety Code § 25249.7(b)**

5 **3.1.1** In settlement of all claims related to the Covered Products and Listed  
6 Chemical referred to in the Complaint, and this Consent Judgment pursuant to Health & Safety  
7 Code § 25249 7(b), Town & Country shall pay \$40,000 in civil penalties.

8 **3.1.2** Civil penalties are to be apportioned in accordance with California Health &  
9 Safety Code § 25192, with 75% of these funds remitted to the State of California's Office of  
10 Environmental Health Hazard Assessment ("OEHHA") and the remaining 25% of the penalty  
11 remitted to Anthony Held as provided by California Health & Safety Code §25249.12(d). Town &  
12 Country shall issue two separate checks for the penalty payment: (a) one check made payable to  
13 "Hirst & Chanler LLP in Trust for OEHHA" in the amount of \$30,000, representing 75% of the  
14 total penalty; and (b) one check to "Hirst & Chanler LLP in Trust for Anthony Held" in the amount  
15 of \$10,000, representing 25% of the total penalty. Two separate 1099s shall be issued for the  
16 above-payments: (a) OEHHA, P.O. Box 4010, Sacramento, CA 95814 (EIN: 68-0284486); and (b)  
17 Anthony Held, whose information shall be provided five calendar days before the payment is due.

18 **3.1.3 Payment Timing.** Not later than five (5) days following the execution of this  
19 Consent Judgment by both parties, the penalty payment shall be made by Town & Country to  
20 Hunton & Williams, to be held in a client Trust Account. Such penalty payment shall remain in the  
21 Trust Account until this Consent Judgment has been entered by the Court.

22 Subject to the provisions of section 4.1, below, the penalty payment held by Hunton  
23 & Williams shall be delivered to the following address within two business days of entry of this  
24 Consent Judgment.

25 Hirst & Chanler LLP  
26 Attn: Proposition 65 Controller  
27 2560 Ninth Street  
28 Parker Plaza, Suite 214  
Berkeley, CA 94710

1       **4. REIMBURSEMENT OF FEES AND COSTS**

2               **4.1 Attorney Fees and Costs**

3               The Parties acknowledge that Dr. Held and his counsel offered to resolve this dispute  
4 without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving  
5 this fee issue to be resolved after the material terms of the agreement had been settled. Town &  
6 Country then expressed a desire to resolve the fee and cost issue shortly after the other settlement  
7 terms had been finalized. The Parties then attempted to (and did) reach an accord on the  
8 compensation due to Dr. Held and his counsel under general contract principles and the private  
9 attorney general doctrine codified at California Code of Civil Procedure (C.C.P.) § 1021.5 Town  
10 & Country shall reimburse Dr Held and his counsel a total of \$60,000 for fees and costs incurred as  
11 a result of investigating, bringing this matter to Town & Country's attention, and litigating and  
12 negotiating a settlement in the public interest. Not later than five (5) days following the execution  
13 of this Consent Judgment by both parties, the fee and cost payment shall be made by Town &  
14 Country to Hunton & Williams, to be held in a client Trust Account. Such fee and cost payment  
15 shall remain in the Trust Account until this Consent Judgment has been entered by the Court.

16               Subject to the provisions below, the fee and cost payment held by Hunton & Williams shall  
17 be delivered to the following address within two (2) business days of entry of this Consent  
18 Judgment:

19       Hirst & Chanler LLP  
20       Attn: Proposition 65 Controller  
21       2560 Ninth Street  
22       Parker Plaza, Suite 214  
23       Berkeley, CA 94710

24               The foregoing notwithstanding, should the Court enter the Consent Judgment over an  
25 objection, the payments made into the Trust Account required under Sections 3 and 4 shall be paid  
26 within five (5) days after the Judgment becomes final, including any appeal. However, should the  
27 parties revise the Consent Judgment prior to its entry by the Court in response to an objection such  
28 that the objection is withdrawn prior to entry of the Consent Judgment, the timing of the payments  
shall be due as if no objection has been filed.

1           **5. CLAIMS COVERED AND RELEASE**

2           **5.1 Dr. Held's Release of Town & Country**

3           In further consideration of the promises and agreements herein contained, and for the  
4.       payments to be made pursuant to Sections 3 and 4, Dr. Held on behalf of himself, his past and  
5       current agents, representatives, attorneys, successors, and/or assignees, and in the interest of the  
6       general public, hereby waives all rights to institute or participate in, directly or indirectly, any form  
7       of legal action and releases all claims (including, without limitation, all actions, and causes of  
8       action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties,  
9       losses, or expenses (including, but not limited to, investigation fees, expert fees, and attorneys' fees)  
10      of any nature whatsoever, whether known or unknown, fixed or contingent) as to the listed chemical  
11      in the Covered Products (collectively "Claims"), that were brought or could have been brought  
12      against Town & Country or its parents, subsidiaries or affiliates, and all of their customers,  
13      distributors, wholesalers, retailers, licensors, licensees, or any other person in the course of doing  
14      business, and the successors and assigns of any of them, who may use, maintain, manufacture,  
15      distribute, advertise, market or sell Covered Products, and the officers, directors, managers,  
16      employees, members, shareholders, agents, insurers and representatives of each of them  
17      (collectively "Defendant Releasees") in this Action. This release is intended to be a full, final, and  
18      binding resolution of, those Claims that arise under Proposition 65, as against Town & Country and  
19      Defendant Releasees, as such Claims relate to Town & Country's alleged failure to warn about  
20      exposures to the listed chemical contained in the Covered Products.

21           The Parties further understand and agree that this release shall not extend upstream to any  
22      entities that manufactured the Covered Products for Town & Country or any component parts  
23      thereof or to any distributors or suppliers who sold the Covered Products or any component parts  
24      thereof to Town & Country.

25           **5.2 Town & Country's Release of Dr. Held**

26           Town & Country waives any and all claims against Dr. Held, his attorneys, and other  
27      representatives for any and all actions taken or statements made (or those that could have been  
28      taken or made) by Dr. Held and his attorneys and other representatives, whether in the course of

1 investigating claims or otherwise seeking enforcement of Proposition 65 against them in this matter  
2 with respect to the Covered Products.

3 **6. COURT APPROVAL**

4 This Consent Judgment is not effective until it is approved and entered by the Court and  
5 shall be null and void if, for any reason, it is not approved and entered by the Court within one year  
6 after it has been fully executed by all parties. If the Court does not approve the Consent Judgment,  
7 the parties shall meet and confer as to (and jointly agree on) whether to modify the language or  
8 appeal the ruling. If the parties do not jointly agree on a course of action to take, then the case shall  
9 proceed in its normal course on the trial court's calendar. In the event that this Consent Judgment is  
10 entered by the Court and subsequently overturned by any appellate court or the motion to approve is  
11 not ultimately granted, any monies that have been provided to Plaintiff, or his counsel pursuant to  
12 Section 3 and/or Section 4 above, shall be refunded within fifteen days of the appellate decision  
13 becoming final. If the Court's approval is ultimately overturned by an appellate court, the parties  
14 shall meet and confer as to (and jointly agree on) whether to modify the terms of the Consent  
15 Judgment. If the parties do not jointly agree on a course of action to take, then the case shall  
16 proceed in its normal course on the trial court's calendar.

17 **7. SEVERABILITY**

18 If, subsequent to the execution of this Consent Judgment, any of the provisions of this  
19 Consent Judgment are held by a court to be unenforceable, the validity of the enforceable  
20 provisions remaining shall not be adversely affected.

21 **8. ENTIRE AGREEMENT**

22 This Consent Judgment contains the sole and entire agreement and understanding of the  
23 parties with respect to the entire subject matter hereof, and any and all prior discussions,  
24 negotiations, commitments, and understandings related hereto. No representations, oral or  
25 otherwise, express or implied, other than those contained herein have been made by any party  
26 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed  
27 to exist or to bind any of the parties.

28 **9. GOVERNING LAW**

1           The terms of this Consent Judgment shall be governed by the laws of the State of California  
2 and apply within the State of California. In the event that Proposition 65 is repealed or is otherwise  
3 rendered inapplicable by reason of state or federal law generally, or as to the Covered Products,  
4 then Town & Country shall provide written notice to Dr Held of any asserted change in the law,  
5 and shall have no further obligations pursuant to this Consent Judgment with respect to, and to the  
6 extent that, the Covered Products are so affected.

7       **10.    NOTICES**

8           Unless specified herein, all correspondence and notices required to be provided pursuant to  
9 this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-class,  
10 registered or certified mail, return receipt requested; or (ii) overnight courier on any party by the  
11 other party at the following addresses:

12       To Town & Country:

13           Marc Breslof, President  
14           Town & Country Linen Corp.  
15           475 Oberlin Ave South  
16           Lakewood, NJ 08701

17       With Copies To:

18           Malcolm C. Weiss  
19           Catherine Allen  
20           Hunton & Williams LLP  
21           550 South Hope Street  
22           Suite 2000  
23           Los Angeles, CA 90071

24       To Dr. Held:

25           Proposition 65 Coordinator  
26           Hirst & Chanler, LLP  
27           2560 Ninth Street  
28           Parker Plaza, Suite 214  
            Berkeley, CA 94710-2565

          Any party, from time to time, may specify in writing to the other party a change of address  
to which all notices and other communications shall be sent.

1       **11. COUNTERPARTS; FACSIMILE SIGNATURES**

2           This Consent Judgment may be executed in counterparts and by facsimile, each of which  
3 shall be deemed an original, and all of which, when taken together, shall constitute one and the  
4 same document.

5       **12. COMPLIANCE WITH HEALTH & SAFETY CODE §25249.7(f)**

6           Dr. Held agrees to comply with the reporting form requirements referenced in California  
7 Health & Safety Code §25249 7(f).

8       **13. ADDITIONAL POST EXECUTION ACTIVITIES**

9           The Parties acknowledge that, pursuant to California Health & Safety Code §25249 7, a  
10 noticed motion is required to obtain judicial approval of this Consent Judgment. Dr. Held and  
11 Town & Country agree to mutually employ their best efforts to support the entry of this agreement  
12 as a Consent Judgment by the trial court and defend the agreement against any appellate review.  
13 Accordingly, Dr. Held agrees to file a motion to approve the Consent Judgment, and Town &  
14 Country agrees to support it.

15       **14. MODIFICATION AND ATTORNEYS FEES**

16           This Consent Judgment may be modified only: (1) by written agreement of the parties and  
17 upon entry of a modified Consent Judgment by the Court thereon; or (2) upon a successful motion  
18 of any party and entry of a modified Consent Judgment by the Court. In the event that, after  
19 execution of this Stipulated Consent Judgment: (1) a dispute arises with respect to any provisions of  
20 this Consent Judgment; or (2) either Party seeks to enforce the terms of this Consent Judgment, the  
21 prevailing party shall be entitled to reasonable attorney's fees and costs.

22       **15. AUTHORIZATION**

23           The undersigned are authorized to execute this Consent Judgment on behalf of their  
24 respective parties and have read, understood, and agree to all of the terms and conditions of this  
25 Consent Judgment.  
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

AGREED TO: **APPROVED**  
By Anthony E Held at 8:56 am, 7/17/09  
Date: \_\_\_\_\_  
By: Anthony E. Held  
ANTHONY E. HELD, Ph.D., P.E.

AGREED TO:  
Date: 7/29/08  
By: Marc Bresloff  
Marc Bresloff, President  
TOWN & COUNTRY LINEN CORP

IT IS SO ORDERED.

Date: \_\_\_\_\_

JUDGE OF THE SUPERIOR COURT