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6 Attorneys for Plaintiff, Consumer Advocacy Group, Inc.

**FILED**  
San Francisco County Superior Court

NOV 08 2010

CLERK OF THE COURT  
BY: Magistrate Richard Scott  
Deputy Clerk

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF SAN FRANCISCO - UNLIMITED

10 CONSUMER ADVOCACY GROUP, INC.,  
11 in the public interest,

12 Plaintiff,

13 v.

14 SAWYER PRODUCTS, INC., a Florida  
15 corporation, and DOES 1-20;

16 Defendants.

CASE NO. CGC-09-494169

*Order*  
~~NOTICE OF MOTION AND MOTION TO~~  
APPROVE CONSENT JUDGMENT BETWEEN  
CONSUMER ADVOCACY GROUP, INC. AND  
SAWYER PRODUCTS, INC.; MEMORANDUM  
OF POINTS AND AUTHORITIES IN SUPPORT  
THEREOF; DECLARATION OF REUBEN  
YERUSHALMI

~~[Proposed] Consent Judgment and [Proposed] Order~~  
~~thereto are being filed concurrently herewith~~

Hearing Date: October 6, 2010

Hearing Time: 9:30 a.m.

Judge/Department: Hon. Busch, Dept. 301

Complaint filed: November 6, 2009

22 PLEASE TAKE NOTICE THAT on October 6, 2010 at 9:30 a.m. in Department 301 of the  
23 above-entitled Court, located at 400 McAllister Street, San Francisco, CA 94102, Plaintiff Consumer  
24 Advocacy Group, Inc. will move for a judicial order approving the Proposed Stipulated Consent  
25 Judgment between it and Defendant Sawyer Products, Inc. This matter arises under Proposition 65,  
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1 REUBEN YERUSHALMI (State Bar No. 193981)  
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2 3700 Wilshire Boulevard, Suite 4800  
Los Angeles, California 90010  
3 Telephone: (213) 382-3183  
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4 Counsel for Plaintiff Consumer Advocacy Group, Inc.  
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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF SAN FRANCISCO  
10

11 CONSUMER ADVOCACY GROUP, INC.,  
12  
13 Plaintiff,  
14  
15 v.  
16 SAWYER PRODUCTS, INC.,  
17  
18 Defendants.

CASE NO. CGC-09-494169  
[PROPOSED] CONSENT JUDGMENT  
(Health and Safety Code § 25249 et seq.)

19 1. INTRODUCTION

20 1.1 Plaintiff: The Plaintiff is Consumer Advocacy Group, Inc. ("CAG" or  
21 "Plaintiff"), a non-profit foundation organized under California's Non-Profit Public Benefit  
22 Corporation Law. CAG is dedicated to, among other causes, protecting the environment,  
23 improving human health, and supporting environmentally sound practices.

24 1.2 Defendant: The Defendant is Sawyer Products, Inc., ("Sawyer").

25 1.3 The Parties: Plaintiff and Defendant are sometimes referred to herein in the  
26 singular as a "Party" and collectively as the "Parties."  
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1           **1.4 The Action:** This action ("Action") is brought under Proposition 65, the popular  
2 name for California's Safe Drinking Water and Toxic Enforcement Act of 1986, *Cal. Health and*  
3 *Safety Code* Section 25249.5 *et seq.* (sometimes referred to as "the Act"). Plaintiff proceeds  
4 under Section 25249.7(d) as a "person in the public interest." Solely for purposes of this Consent  
5 Judgment, the Parties stipulate that Plaintiff's Notices of Intent to Sue, listed at Exhibit A to this  
6 Consent Judgment and attached at Tabs 1-2 thereto ("Plaintiff's Notices") were served upon the  
7 Defendant and upon public prosecutors, including the Attorney General and all district attorneys  
8 and city attorneys authorized to prosecute an action to enforce the Act, accompanied by  
9 certificates of merit, in compliance with Section 25249.7(d)(1) of the Act. Plaintiff is allowed to  
10 proceed pursuant to Section 25249.7(d)(2), because none of those public prosecutors commenced  
11 an action pursuant to Plaintiff's Notices.

12           **1.5 The Complaint:** On April 9, 2010, Plaintiff filed a complaint against Defendant  
13 in the Superior Court for the City and County of San Francisco ("Complaint") alleging that  
14 Defendant violated Proposition 65 by exposing individuals in California to the chemical known as  
15 di-n-propyl isocinchomeronate (the "Covered Chemical"), which has been designated under the  
16 Act as "known to the State of California to cause cancer" within the meaning of Section  
17 25249.8(b), without providing Proposition 65 warnings to such individuals as alleged to be  
18 required under Section 25249.6. According to the Complaint, the alleged exposure to the  
19 Covered Chemical occurs when individuals in California use or apply certain insect repellent  
20 products that are manufactured, packaged, distributed, marketed and/or sold by Defendant for use  
21 in California. These products are identified with specificity in Plaintiff's Notices and the  
22 Complaint, and such products, as identified in Plaintiff's Notices, are referred to collectively  
23 herein as the "Covered Products."

24           **1.6 Jurisdiction:** Solely for purposes of this Consent Judgment, the Parties stipulate  
25 that the Court has personal jurisdiction over Defendant as to the acts alleged in the Action; that  
26 venue is proper in the City and County of San Francisco; that the claims in the Action present a  
27 live controversy as to the application of Proposition 65 to the Covered Products and the Covered  
28 Chemical therein; that this Court has jurisdiction to enter this Consent Judgment as a resolution of

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1 all claims alleged in the Action; and that the Court shall retain jurisdiction to implement the  
2 Consent Judgment.

3       **1.7 The Standard for Determining Whether Proposition 65 Warnings Are**  
4 **Required:** Section 25249.6 of Proposition 65 provides that “[n]o person in the course of  
5 business shall knowingly and intentionally expose any individual to a chemical known to the state  
6 to cause cancer or reproductive toxicity without first giving clear and reasonable warning to such  
7 individual, except as provided in Section 25429.10.” Section 25249.10(c), under the heading  
8 “Exemptions from Warning Requirement,” provides that Section 25249.6 “shall not apply” to an  
9 “exposure for which the person responsible can show that the exposure poses no significant risk  
10 assuming lifetime exposure at the level in question for substances known to the state to cause  
11 cancer, and that the exposure will have no observable effect assuming exposure at one thousand  
12 (1000) times the level in question for substances known to the state to cause reproductive toxicity,  
13 based on evidence and standards of comparable scientific validity to the evidence and standards  
14 which form the scientific basis for the listing of such chemical . . . . In any action brought to  
15 enforce Section 25249.6, the burden of showing that an exposure meets the criteria of this  
16 subdivision shall be on the defendant.” Proposition 65 thus makes it unlawful for a person  
17 subject to the Act to expose an individual in California to a Proposition 65-listed chemical  
18 without first providing a Proposition 65 warning unless an exemption to this requirement applies.  
19 Where the defendant asserts an exemption because the alleged exposure is beneath the level that  
20 would require a warning, the burden of proof is on the defendant to establish that the exemption  
21 applies.

22       **1.8 Settlement:** The first of Plaintiff’s Notices to Sawyer was issued in July 3, 2008;  
23 the second was issued in July 1, 2009. The Parties began engaging in informal discovery shortly  
24 thereafter, and have been engaged in settlement negotiations since that time. As a result of this  
25 exchange of information, the Parties agree on some aspects of the allegations, but disagree as to  
26 several other aspects, and thus disagree as to whether Defendant has violated Proposition 65.  
27 Specifically, the Parties agree that each of the Covered Products contains the Covered Chemical,  
28 and that Defendant has not distributed Proposition 65 warnings with respect to the Covered

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1 Products. Defendant disputes, however, that the manufacture, packaging, distribution, marketing,  
2 sale or use of the Covered Products results in the exposure of individuals in California (or  
3 elsewhere) to the Covered Chemical in amounts, if any, that would require a warning under  
4 Proposition 65. Defendant also asserts other affirmative defenses. In support of its assertions,  
5 Defendant, through its counsel, has presented scientific evidence to demonstrate that any  
6 exposure to the Covered Chemical that results from any reasonably anticipated use of the  
7 Covered Products, in the words of Section 25249.10(c), "poses no significant risk assuming  
8 lifetime exposure at the level in question for substances known to the state to cause cancer ...  
9 based on evidence and standards of comparable scientific validity to the evidence and standards  
10 which form the scientific basis for the listing of such chemical . . . ." Plaintiff disputes  
11 Defendant's assertions. In support of its position, Plaintiff has presented evidence to dispute  
12 Defendant's evidence with respect to the use of the Covered Chemical in products similar to the  
13 Covered Products, and asserts that this evidence also demonstrates that Defendant's evidence  
14 with respect to the Covered Chemical and Covered Products does not satisfy Defendant's burden  
15 under Section 25249.6. Therefore, in order to avoid prolonged litigation and the waste of private  
16 and judicial resources that would arise from prosecuting, defending, and adjudicating the issues  
17 on which the Plaintiff and Defendant disagree, the Parties have agreed, subject to the approval of  
18 the Court, to compromise their disputed claims and defenses, and have entered into a settlement  
19 agreement, the terms of which are embodied in this Consent Judgment.

20 **1.9 No Admissions:** Neither the Consent Judgment nor any of its provisions shall be  
21 construed as an admission by any Party of any fact, finding, issue of law, or violation of law,  
22 including Proposition 65 or any other statute, regulation, or common law requirement related to  
23 exposure to the Covered Chemical or other chemicals listed under Proposition 65 from the  
24 Covered Products. By executing this Consent Judgment, and agreeing to provide the relief and  
25 remedies specified herein, Defendant does not admit that this Action is not pre-empted by Federal  
26 law, or that Defendant has committed any violations of Proposition 65, or any other law or legal  
27 duty, and, further, specifically deny that they have committed any such violations. Rather,  
28 Defendant maintains that all Covered Products distributed, marketed and/or sold by Defendant in

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1 California have at all times been in compliance with Proposition 65. Nothing in this Consent  
2 Judgment shall prejudice, waive, or impair any right, remedy, or defense that Plaintiff and  
3 Defendant may have in any other or in future legal proceedings unrelated to these proceedings.  
4 Defendant reserves all of its rights and defenses with regard to any claim by any person under  
5 Proposition 65 or otherwise. Nevertheless, this paragraph shall not diminish or otherwise affect  
6 the obligations, responsibilities, waivers, releases, and/or duties provided for under this Consent  
7 Judgment.

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9 **2. INJUNCTIVE RELIEF**

10 In the spirit of settlement and compromise, Sawyer has agreed to (a) change the precautionary  
11 statements on the label for this product to include the following statement: "*Wash thoroughly*  
12 *with soap and water after handling, and before eating, drinking, chewing gum, using tobacco,*  
13 *or using the toilet.*" and (b) add the following statement to the use instructions: "*Wash hands*  
14 *with soap and water promptly after use.*" and (c) enhance the use instruction at subparagraph (b)  
15 by use of bold print and/or a pictogram, at Defendant's option. The Parties acknowledge that no  
16 changes to the label or labeling for any Covered Products that are the subject of this Consent  
17 Judgment can be made except as permitted by certain federal and California agencies in their  
18 implementation of state and federal laws, other than Proposition 65, that regulate the  
19 manufacture, sale, labeling, distribution and use of these Covered Products, and further that  
20 Defendant's obligations to make changes to the labels for any Covered Products under this  
21 Consent Judgment are as follows: (1) within 60 days following notice that this Consent Judgment  
22 has been approved and has become a final order of the Court, notifying the applicable federal and  
23 California agencies of the proposed change to the use instructions on the label; and (2) within 120  
24 days following the delivery of such notification to the applicable federal and California agencies,  
25 include such changed use instructions on the first production run of the label of such Covered  
26 Product after the notification of such changed use instructions has been submitted to the  
27 applicable federal and California agencies, provided that Defendant shall not be required to re-  
28 label or recall any Covered Product in the stream of commerce at the time this Consent Judgment

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1 is approved and that Defendant shall not be required to change the use instructions on the label  
2 from those approved previously by such federal and California agencies prior to the approval of  
3 such change by such agencies, and further provided that Defendant is not required by federal or  
4 California state agencies to generate testing data or submit data or reformulate its Covered  
5 Product(s) to support its changed use instructions. Under no circumstances shall this Consent  
6 Judgment be interpreted to require Defendant to make any other applications or secure any other  
7 approvals from federal or state agencies regarding the labeling (including specifically the use  
8 instructions or warnings thereon) for the Covered Product(s), on any other aspect of its (their)  
9 manufacture, distribution, sale or use or to distribute any Covered Product in violation of federal  
10 and California labeling requirements as such labeling requirements are interpreted by the  
11 applicable federal or California agency.

12  
13 **3. MONETARY PAYMENTS**

14 **3.1 Total of Payments:** In settlement of this matter, Defendant has agreed to make  
15 monetary payments totaling \$25,000 (Twenty-Five Thousand Dollars), as described in paragraphs  
16 3.2 and 3.3 below.

17 **3.2 Payment In Lieu of Civil Penalties:** Within thirty (30) days following notice of  
18 approval and entry of this Consent Judgment by the Court, Defendant shall pay \$5000 in the form  
19 of a check made payable to "Consumer Advocacy Group, Inc." CAG will use the payment for  
20 such projects and purposes related to environmental protection, worker health and safety, or  
21 reduction of human exposure to hazardous substances (including administrative and litigation  
22 costs arising from such projects), as CAG may choose. The check shall be delivered to: Reuben  
23 Yeroushalmi, Yeroushalmi & Associates, 9100 Wilshire Boulevard, Suite 610E, Beverly Hills,  
24 California 90212.

25 **3.3 Reimbursement of Attorneys Fees and Costs:** Within thirty (30) days following  
26 notice of approval and entry of this Consent Judgment, Defendant shall pay \$20,000 in the form  
27 of a check made payable to "YERUSHALMI & ASSOCIATES" as reimbursement for the  
28 investigation fees and costs, testing costs, expert witness fees, attorneys fees, and other litigation

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1 costs and expenses. The check shall be delivered by overnight delivery to: Reuben Yeroushalmi,  
2 Yeroushalmi & Associates, 9100 Wilshire Boulevard, Suite 610E, Beverly Hills, California  
3 90212.

4  
5 **4. WAIVER AND RELEASE OF ALL CLAIMS**

6 **4.1 Waiver And Release of Claims Against Defendant:** As to those matters raised  
7 in this Action, the Complaint, or in Plaintiff's Notices (whether as to Covered Products or as to  
8 Covered Chemical, and without regard to any potential disputes about the adequacy of such  
9 Notices), and any related actions, Plaintiff, on behalf of the general public, hereby releases  
10 Defendant and waives any claims against Defendant for injunctive relief or damages, penalties,  
11 fines, sanctions, mitigation, fees (including fees of attorneys, experts, and others), costs, expenses  
12 or any other sum incurred or claimed, for any claims under Proposition 65 or any related actions  
13 arising from the sale, distribution or use in California of any Covered Products or Covered  
14 Chemical, including all claims that may arise from the acts alleged in the Plaintiff's Notices or the  
15 Complaint.

16 **4.2 Defendant's Waiver And Release Of Plaintiff:** Defendant hereby releases  
17 Plaintiff from and waive any claims against Plaintiff for injunctive relief or damages, penalties,  
18 fines, sanctions, mitigation, fees (including fees of attorneys, experts, and others), costs,  
19 expenses, or any other sum incurred or claimed or which could have been claimed for matters  
20 related to the Action.

21 **4.3 Matters Covered By This Consent Judgment/Release of Future Claims:** This  
22 Consent Judgment is a full, final, and binding resolution between the Plaintiff, acting on behalf of  
23 itself and on behalf of the general public in the public interest pursuant to *Health and Safety Code*  
24 *Section 25249.7(d)*, and Defendant, as to all claims arising from Defendant's alleged failure to  
25 provide clear, reasonable, and lawful warnings of exposure to the Covered Chemical.  
26 Compliance with the terms of this Consent Judgment resolves any issue, now and in the future,  
27 concerning compliance by Defendant with existing requirements of Proposition 65 to provide  
28 clear and reasonable warnings about exposure to the Covered Products only.

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1           **4.4. Waiver Of Civil Code Section 1542:** This Consent Judgment is intended as a full  
2 settlement and compromise of all claims arising out of or relating to Plaintiffs' Notices and/or the  
3 Action regarding the Covered Products, except as set forth herein. No claim is reserved as  
4 between the Parties hereto, and each Party expressly waives any and all rights which it may have  
5 under the provisions of Section 1542 of the *Civil Code* of the State of California, which provides:

6                           “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
7 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO  
8 EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE  
9 RELEASE, WHICH IF KNOWN BY HIM MUST HAVE  
MATERIALLY AFFECTED HIS SETTLEMENT WITH THE  
DEBTOR.”

10           **4.5.** For purposes of this paragraph 4., the terms “Plaintiff” and “Defendant” are  
11 defined as follows. The term “Plaintiff” includes the Plaintiff as defined at paragraph 1.1 above,  
12 and also includes its members, subsidiaries, successors, and assigns and its directors, officers,  
13 agents, attorneys, representatives, and employees. The term “Defendant” includes the Defendant,  
14 as that term is defined in paragraph 1.2 above, and also includes its corporate affiliates, including  
15 any and all corporate parents and subsidiaries and their directors, officers, agents, attorneys,  
16 representatives, employees, licensors, heirs, predecessors, successors, and assigns, their suppliers,  
17 distributors and customers of any Covered Products that contain the Covered Chemical, and any  
18 other customers of such suppliers of the Covered Chemical, provided that such customers identify  
19 themselves to Plaintiff within sixty (60) days following the approval of this Agreement, and agree  
20 to include on the label(s) for the Covered Products the use instructions described at paragraph 2.

21  
22           **5. MODIFICATION OF CONSENT JUDGMENT**

23           This Consent Judgment may be modified from time to time by express written agreement  
24 of the Parties, with the approval of the Court, or by an order of this Court in accordance with law.

25           **5.1** The Parties recognize in particular that a Defendant or any other person engaged in  
26 the manufacture, distribution or sale of a Covered Product may apply to the Office of Health  
27 Hazard Assessment for a Safe Use Determination (“SUD”) indicating that a Proposition 65  
28 warning is not required for any of the Covered Products or a substantially similar product that

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1 contains a Covered Chemical. If such a person should obtain such an SUD, then the Defendant  
2 shall be entitled to submit evidence to CAG demonstrating that the Covered Product, or for any  
3 other substantially similar product used, manufactured and/or sold by Defendant comes within the  
4 scope of the SUD does not require a Proposition 65 warning, or that different injunctive relief  
5 under Proposition 65 is appropriate.

6 5.2 CAG and the Defendant shall have ninety (90) days from the date on which the  
7 Defendant submits such evidence to CAG in which to confer and decide concerning whether  
8 modify the injunctive relief provisions of this Consent Judgment. If the Parties agree that the  
9 Covered Products, or for any other additional products used, manufactured and/or sold by the  
10 Defendant come within the scope of the SUD, then they shall jointly move the Court for such  
11 modification.

12 5.3 If the Parties are unable to agree, then the Defendant may file a motion with the  
13 Court seeking the elimination or modification of the injunctive relief provisions of this Consent  
14 Judgment, based on the SUD.

15 5.4 Subsections 5.1 through 5.3 of this paragraph shall not apply to the monetary relief  
16 sections of this Consent Judgment.

17 5.5 The Attorney General shall be served with notice of any proposed modification to  
18 this Consent Judgment at least fifteen (15) days in advance of its consideration by the Court.

19  
20 **6. ENFORCEMENT OF CONSENT JUDGMENT**

21 6.1 The Parties may, by motion or other application before this Court, and upon notice  
22 having been given to all Parties in accordance with paragraph 10 below, unless waived, enforce  
23 the terms and conditions of this Consent Judgment and seek whatever fines, costs, penalties, or  
24 remedies are provided by law. The prevailing party on any such motion or application shall be  
25 entitled to recover reasonable attorneys' fees and costs.

26 6.2 The Parties may enforce the terms and conditions of this Consent Judgment  
27 pursuant to paragraph 6.1 only after the complaining party has first given thirty (30) days notice  
28 to the Party allegedly failing to comply with the terms and conditions of the Consent Judgment

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1 and has attempted, in an open and good faith manner, to resolve such Party's alleged failure to  
2 comply.

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4 **7. GOVERNING LAW**

5 7.1 The terms of this Consent Judgment shall be governed by, and construed in  
6 accordance with, the laws of the State of California.

7 7.2 The Parties have participated jointly in the preparation of this Consent Judgment  
8 and this Consent Judgment is the result of the joint efforts of the Parties. This Consent Judgment  
9 was subject to revision and modification by the Parties and has been accepted and approved as to  
10 its final form by all Parties and their counsel. Accordingly, any uncertainty or ambiguity existing  
11 in this Consent Judgment shall not be interpreted against any Party as a result of the manner in  
12 which this Consent Judgment was prepared. Each Party to this Consent Judgment agrees that any  
13 statute or rule of construction providing that ambiguities are to be resolved against the drafting  
14 party should not be employed in the interpretation of this Consent Judgment and, in this regard,  
15 the Parties hereby waive the applications of California *Civil Code* Section 1654.

16  
17 **8. ENTIRE AGREEMENT**

18 This Consent Judgment constitutes the sole and entire agreement and understanding  
19 between the Parties with respect to the subject matter hereof, and any prior discussions,  
20 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein  
21 and therein. There are no warranties, representations, or other agreements between the Parties,  
22 except as expressly set forth herein. No representations, oral or otherwise, express or implied,  
23 other than those specifically referred to herein, shall be deemed to exist or bind any of the Parties  
24 hereto. No supplementation, modification, waiver, or termination of this Consent Judgment shall  
25 be binding unless executed in writing by the Party to be bound thereby. No waiver of any of the  
26 provisions of this Consent Judgment shall be deemed or shall constitute a waiver of any of the  
27 other provisions hereof, whether or not similar, nor shall such waiver constitute a continuing  
28 waiver.

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1 9. NOTICES

2 All notices or correspondence to be given pursuant to this Consent Judgment shall be in  
3 writing and shall be personally delivered or sent by first-class, registered, certified mail, overnight  
4 courier, and/or via facsimile transmission (with presentation of facsimile transmission  
5 confirmation) addressed to the Parties as follows:

6 For Plaintiff: Yeroushalmi & Associates  
7 Attn: Reuben Yeroushalmi  
8 9100 Wilshire Boulevard, Suite 610E  
9 Beverly Hills, California 90212

10 For Defendant:: McKenna Long & Aldridge LLP  
11 Attn: Stanley W. Landfair  
12 101 California Street, 41<sup>st</sup> Floor  
13 San Francisco, California 94111

14 The contacts and/or addresses above may be amended by giving notice to all Parties to this  
15 Consent Judgment.

16 10. COURT APPROVAL

17 The Court shall either approve or disapprove of this Consent Judgment in its entirety,  
18 without alteration, deletion or amendment, unless otherwise so stipulated by the Parties and their  
19 counsel. If the Court approves of this Consent Judgment, then the terms of this Consent  
20 Judgment are incorporated into the terms of the Court's Order.

21 Plaintiff will prepare and file a motion to approve this Consent Judgment in full, and shall  
22 take all reasonable measures to ensure that it is entered without delay. In the event that the Court  
23 declines to approve and order entry of the Consent Judgment without any change whatsoever, this  
24 Consent Judgment shall become null and void upon the election of either Party and upon written  
25 notice to all of the Parties to the Action pursuant to the notice provisions herein (unless the Parties  
26 stipulate otherwise, in writing).

27 If the Court enters this Consent Judgment, Plaintiff shall, within ten (10) working days  
28 thereafter, electronically provide or otherwise serve a copy of it and the report required pursuant  
to 11 Cal. Code Regs. § 3004 to/on the California Attorney General's Office.

1 11. AUTHORIZATION

2 The undersigned are authorized to execute this Consent Judgment on behalf of their  
3 respective Parties and have read, understood, and agree to all of the terms and conditions of this  
4 Consent Judgment.

6 12. COUNTERPARTS/FACSIMILE SIGNING

7 This Consent Judgment may be executed in one or more counterparts, each of which shall  
8 be deemed an original, and all of which, when taken together, shall constitute one and the same  
9 document. All signatures need not appear on the same page of the document and signatures of  
10 the Parties transmitted by facsimile shall be deemed binding.

11 IT IS SO STIPULATED:

12 Dated: 8/3/10

CONSUMER ADVOCACY GROUP, INC.

14 *Lyn H. Marcus*  
15 (Signature)

16 Lyn H. Marcus  
17 (Name)

18 President  
19 (Title)

20 Dated: July 28, 2010

SAWYER PRODUCTS, INC.

22 *Kurt Avery*  
23 (Signature)

24 KURT AVERY  
25 (Name)

26 PRESIDENT  
27 (Title)

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APPROVED AS TO FORM:

Dated: 8/3/10



REUBEN YEROUSHALMI  
COUNSEL FOR PLAINTIFF CONSUMER  
ADVOCACY GROUP, INC.

Dated: July 30, 2010



STANLEY W. LANDFAIR  
COUNSEL FOR DEFENDANT SAWYER  
PRODUCTS, INC.

IT IS SO ORDERED:

In accordance with the stipulation of Plaintiff and Defendants, the Court hereby incorporates the terms of the Consent Judgment into this Order. If a party violates the provisions of this Consent Judgment, this Court retains jurisdiction over this matter.

Dated: 11/8/10

  
JUDGE OF THE SUPERIOR COURT

PETER J. BUSCH

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