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ENDORSED
FILED
ALAMEDA COUNTY

JAN 23 2013

K. McCoy, Exec. Off./Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH,
Plaintiff,
v.
LULU NYC LLC, et al.,
Defendants.

) Lead Case No. RG 09-459448
)
) (Consolidated with Case Nos. RG 10-
) 494289, RG 10-494513, RG 10-494517,
) RG 11-598595, RG 11-598596, and RG
) 11-603764)
) ~~PROPOSED~~ CONSENT
) JUDGMENT AS TO WESTPORT
) CORPORATION

AND CONSOLIDATED CASES.

1. DEFINITIONS

1.1 "Accessible Component" means a component of a Covered Product that could be touched by a person during normal or reasonably foreseeable use.

1.2 "Covered Products" means wallets, handbags, purses and clutches that are Manufactured, distributed, sold or offered for sale by Settling Defendant.

1.3 "Effective Date" means the date on which this Consent Judgment is entered by the Court.

1 1.4 “Lead Limits” means the maximum concentrations of lead and lead
2 compounds (“Lead”) by weight specified in Section 3.2.

3 1.5 “Manufactured” and “Manufactures” means to manufacture, produce, or
4 assemble.

5 1.6 “Paint or other Surface Coatings” means a fluid, semi-fluid, or other material,
6 with or without a suspension of finely divided coloring matter, which changes to a solid film
7 when a thin layer is applied to a metal, wood, stone, paper, leather, cloth, plastic, or other surface.
8 This term does not include printing inks or those materials which actually become a part of the
9 substrate, such as the pigment in a plastic article, or those materials which are actually bonded to
10 the substrate, such as by electroplating or ceramic glazing.

11 1.7 “Vendor” means a person or entity that Manufactures, imports, distributes, or
12 supplies a Covered Product to Settling Defendant.

13 **2. INTRODUCTION**

14 2.1 The parties to this Consent Judgment (“Parties”) are the Center for
15 Environmental Health (“CEH”) and defendant Westport Corporation (“Settling Defendant”).

16 2.2 On June 24, 2009, CEH filed the action entitled *CEH v. Lulu NYC LLC, et al.*,
17 Case No. RG 09-459448, alleging Proposition 65 violations as to wallets, handbags, purses and
18 clutches. The Court consolidated the *Lulu* matter with a number of other related Proposition 65
19 cases. On February 8, 2012, the following cases were also consolidated for pre-trial purposes
20 with the *Lulu* consolidated cases: (a) *CEH v. Bioworld Merchandising, Inc.*, Case No. RG 11-
21 598596; (b) *CEH v. Yoki Shoes LLC*, Case No. RG 11-598595; and (c) *CEH v. Armani Exchange,*
22 *Inc.*, Case No. RG 11-603764.

23 2.3 On or about October 14, 2009, CEH served a 60-Day Notice of Violation
24 under Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California
25 Health & Safety Code §§ 25249.5, *et seq.*), alleging that Settling Defendant violated Proposition
26 65 by exposing persons to Lead contained in wallets, handbags, purses and clutches, without first
27 providing a clear and reasonable Proposition 65 warning. On or about April 12, 2012, CEH filed
28

1 the operative First Amended Complaint in the *Bioworld* action. On or about November 8, 2012,
2 CEH named Settling Defendant as a defendant in the *Bioworld* action via Doe Amendment.

3 2.4 Settling Defendant manufactures, distributes and/or offers for sale Covered
4 Products in the State of California or has done so in the past.

5 2.5 For purposes of this Consent Judgment only, the Parties stipulate that this
6 Court has jurisdiction over the allegations of violations contained in the operative Complaint
7 applicable to Settling Defendant (the “Complaint”) and personal jurisdiction over Settling
8 Defendant as to the acts alleged in the Complaint, that venue is proper in the County of Alameda,
9 and that this Court has jurisdiction to enter this Consent Judgment.

10 2.6 Nothing in this Consent Judgment is or shall be construed as an admission by
11 the Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance
12 with the Consent Judgment constitute or be construed as an admission by the Parties of any fact,
13 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall
14 prejudice, waive or impair any right, remedy, argument or defense the Parties may have in any
15 other legal proceeding. This Consent Judgment is the product of negotiation and compromise and
16 is accepted by the Parties for purposes of settling, compromising and resolving issues disputed in
17 this action.

18 **3. INJUNCTIVE RELIEF**

19 3.1 **Specification Compliance Date.** To the extent it has not already done so, no
20 more than 30 days after the Effective Date, Settling Defendant shall provide the Lead Limits to its
21 Vendors of Covered Products and shall instruct each Vendor to use reasonable efforts to provide
22 Covered Products that comply with the Lead Limits on a nationwide basis.

23 3.2 **Lead Limits.**

24 Commencing on the Effective Date, Settling Defendant shall not purchase, import,
25 Manufacture, or supply to an unaffiliated third party any Covered Product that will be sold or
26 offered for sale to California consumers that exceeds the following Lead Limits:

27 3.2.1 Paint or other Surface Coatings on Accessible Components: 90 parts per
28 million (“ppm”).

1 3.2.2 Polyvinyl chloride (“PVC”) Accessible Components: 200 ppm.

2 3.2.3 All other Accessible Components other than cubic zirconia (sometimes
3 called cubic zirconium, CZ), crystal, glass or rhinestones: 300 ppm.

4 3.3 **Final Retail Compliance Date.** Commencing on February 1, 2013, Settling
5 Defendant shall not sell or offer for sale in California any Covered Product that exceeds the Lead
6 Limits specified in Section 3.2. For purposes of this Section 3.3, when Settling Defendant’s
7 direct customer sells or offers for sale to California consumers a Covered Product after February
8 1, 2013, Settling Defendant is deemed to “offer for sale in California” that Covered Product.

9 3.4 **Action Regarding Specific Products.**

10 3.4.1 On or before the Effective Date, Settling Defendant shall cease selling the
11 following specific products in California: (i) Necessary Objects Priya Foldover Handbag
12 with Strap in Mustard, SKU No. 0-77979-86331-8, Style No. HBO109/152; (ii) Kenneth
13 Jay Lane Butterfly Handbag in Green, SKU No. A82225061000; (iii) Poppie Jones Wallet
14 in Yellow, SKU No. 403200186091; and (iv) Jessica McClintock Quilted Clutch in Red,
15 SKU No. 684835102490 (collectively, the “Section 3.4 Products”). On or before the
16 Effective Date, Settling Defendant shall also: (i) cease shipping the Section 3.4 Products
17 to any of its stores and/or customers that resell the Section 3.4 Products in California, and
18 (ii) send instructions to its stores and/or customers that resell the Section 3.4 Products in
19 California instructing them either to: (a) return all the Section 3.4 Products to Settling
20 Defendant for destruction; or (b) directly destroy the Section 3.4 Products.

21 3.4.2 Any destruction of Section 3.4 Products shall be in compliance with all
22 applicable laws.

23 3.4.3 Within sixty days of the Effective Date, Settling Defendant shall provide
24 CEH with written certification from Settling Defendant confirming compliance with the
25 requirements of this Section 3.4.

26 **4. ENFORCEMENT**

27 4.1 Any Party may, after meeting and conferring, by motion or application for an
28 order to show cause before this Court, enforce the terms and conditions contained in this Consent

1 Judgment. Enforcement of the terms and conditions of Sections 3.2 and 3.3 of this Consent
2 Judgment shall be brought exclusively pursuant to Sections 4.3 through 4.4.

3 4.2 Within 30 days after the Effective Date, Settling Defendant shall notify CEH
4 of a means sufficient to allow CEH to identify Covered Products supplied or offered by Settling
5 Defendant on or after that date, for example, a unique brand name or characteristic system of
6 product numbering or labeling. Upon written request by CEH, but no more than once in any
7 calendar year, Settling Defendant shall, within 30 days of receiving a request from CEH, update
8 the information provided to CEH pursuant to this Section 4.2 by notifying CEH of a means
9 sufficient to allow CEH to identify Covered Products currently supplied or offered by Settling
10 Defendant. If CEH is unable to determine whether a particular product is a Covered Product as to
11 Settling Defendant based on the information provided to CEH pursuant to this Section 4.2,
12 Settling Defendant shall cooperate in good faith with CEH in determining whether the product at
13 issue is a Covered Product and, if so, the identity of the Settling Defendant responsible for selling
14 the product. Information provided to CEH pursuant to this Section 4.2, including but not limited
15 to the identities of parties to contracts between Settling Defendant and third parties, may be
16 designated by Settling Defendant as competitively sensitive confidential business information,
17 and if so designated shall not be disclosed to any person without the written permission of
18 Settling Defendant. Any motions or pleadings or any other court filings that may reveal
19 information designated as competitively sensitive confidential business information pursuant to
20 this Section shall be submitted in accordance with California Rules of Court 8.46 and 2.550, *et*
21 *seq.*

22 4.3 **Notice of Violation.** CEH may seek to enforce the requirements of Sections
23 3.2 or 3.3 by issuing a Notice of Violation pursuant to this Section 4.3.

24 4.3.1 **Service of Notice.** CEH shall serve the Notice of Violation on Settling
25 Defendant within 45 days of the date the alleged violation(s) was or were observed,
26 provided, however, that CEH may have up to an additional 45 days to provide Settling
27 Defendant with the test data required by Section 4.3.2(d) below if it has not yet obtained it
28 from its laboratory.

1 4.3.2 **Supporting Documentation.** The Notice of Violation shall, at a minimum,
2 set forth for each Covered Product: (a) the date(s) the alleged violation(s) was observed,
3 (b) the location at which the Covered Product was offered for sale, (c) a description of the
4 Covered Product giving rise to the alleged violation, and of each Accessible Component
5 that is alleged not to comply with the Lead Limits, including a picture of the Covered
6 Product and all identifying information on tags and labels, and (d) all test data obtained by
7 CEH regarding the Covered Product and related supporting documentation, including all
8 laboratory reports, quality assurance reports and quality control reports associated with
9 testing of the Covered Products. Such Notice of Violation shall be based at least in part
10 upon total acid digest testing performed by an independent accredited laboratory or x-ray
11 fluorescence testing performed by an individual certified to perform such testing. Wipe,
12 swipe, and swab testing are not by themselves sufficient to support a Notice of Violation,
13 although any such testing may be used as additional support for a Notice.

14 4.3.3 **Additional Documentation.** CEH shall promptly make available for
15 inspection and/or copying upon request by and at the expense of Settling Defendant, all
16 supporting documentation related to the testing of the Covered Products and associated
17 quality control samples, including chain of custody records, all laboratory logbook entries
18 for laboratory receiving, sample preparation, and instrumental analysis, and all printouts
19 from all analytical instruments relating to the testing of Covered Product samples and any
20 and all calibration, quality assurance, and quality control tests performed or relied upon in
21 conjunction with the testing of the Covered Products, obtained by or available to CEH that
22 pertains to the Covered Product's alleged noncompliance with Section 3 and, if available,
23 any exemplars of Covered Products tested.

24 4.3.4 **Multiple Notices.** If Settling Defendant has received more than four
25 Notices of Violation in any 12-month period, at CEH's option, CEH may seek whatever
26 fines, costs, penalties, or remedies are provided by law for failure to comply with the
27 Consent Judgment. For purposes of determining the number of Notices of Violation
28 pursuant to this Section 4.3.4, the following shall be excluded:

1 (a) Multiple notices identifying Covered Products Manufactured for or
2 sold to Settling Defendant from the same Vendor; and

3 (b) A Notice of Violation that meets one or more of the conditions of
4 Section 4.4.3(b).

5 4.4 **Notice of Election.** Within 30 days of receiving a Notice of Violation
6 pursuant to Section 4.3, including the test data required pursuant to 4.3.2(d), Settling Defendant
7 shall provide written notice to CEH stating whether it elects to contest the allegations contained in
8 the Notice of Violation (“Notice of Election”). Failure to provide a Notice of Election shall be
9 deemed an election to contest the Notice of Violation. Any contributions to the Fashion
10 Accessory Testing Fund required under this Section 4.4 shall be made payable to The Center for
11 Environmental Health and included with Settling Defendant’s Notice of Election.

12 4.4.1 **Contested Notices.** If the Notice of Violation is contested, the Notice of
13 Election shall include all then-available documentary evidence regarding the alleged
14 violation, including any test data. Within 30 days the parties shall meet and confer to
15 attempt to resolve their dispute. Should such attempts at meeting and conferring fail,
16 CEH may file an enforcement motion or application pursuant to Section 4.1. If Settling
17 Defendant withdraws its Notice of Election to contest the Notice of Violation before any
18 motion concerning the violations alleged in the Notice of Violation is filed pursuant to
19 Section 4.1, Settling Defendant shall make a contribution to the Proposition 65 Fashion
20 Accessory Testing Fund in the amount of \$12,500 and shall comply with all of the non-
21 monetary provisions of Section 4.4.2. If, at any time prior to reaching an agreement or
22 obtaining a decision from the Court, CEH or Settling Defendant acquires additional test or
23 other data regarding the alleged violation, it shall promptly provide all such data or
24 information to the other Party.

25 4.4.2 **Non-Contested Notices.** If the Notice of Violation is not contested,
26 Settling Defendant shall include in its Notice of Election a detailed description of
27 corrective action that it has undertaken or proposes to undertake to address the alleged
28 violation. Any such correction shall, at a minimum, provide reasonable assurance that the

1 Covered Product will no longer be offered by Settling Defendant or its customers for sale
2 in California. If there is a dispute over the sufficiency of the proposed corrective action or
3 its implementation, CEH shall promptly notify Settling Defendant and the Parties shall
4 meet and confer before seeking the intervention of the Court to resolve the dispute. In
5 addition to the corrective action, Settling Defendant shall make a contribution to the
6 Fashion Accessory Testing Fund in the amount of \$10,000, unless one of the provisions of
7 Section 4.4.3 applies.

8 **4.4.3 Limitations in Non-Contested Matters.**

9 (a) If it elects not to contest a Notice of Violation before any motion
10 concerning the violation(s) at issue has been filed, the monetary liability of Settling
11 Defendant shall be limited to the contributions required by Sections 4.4.2 and this Section
12 4.4.3, if any.

13 (b) The contribution to the Fashion Accessory Testing Fund shall be:

14 (i) One thousand seven hundred fifty dollars (\$1,750) if Settling
15 Defendant, prior to receiving and accepting for distribution or sale the
16 Covered Product identified in the Notice of Violation, obtained test results
17 demonstrating that all of the Accessible Components in the Covered
18 Product identified in the Notice of Violation complied with the applicable
19 Lead Limits, and further provided that such test results meet the same
20 quality criteria to support a Notice of Violation as set forth in Section 4.3.2
21 and that the testing was performed within two years prior to the date of the
22 sales transaction on which the Notice of Violation is based. Settling
23 Defendant shall provide copies of such test results and supporting
24 documentation to CEH with its Notice of Election; or

25 (ii) One thousand five hundred dollars (\$1,500) if Settling
26 Defendant is in violation of Section 3.3 only insofar as that Section deems
27 Settling Defendant to have “offered for sale” a product sold at retail by
28 Settling Defendant’s customer, provided however, that no contribution is

1 required or payable if Settling Defendant has already been required to pay
2 a total of ten thousand dollars (\$10,000) pursuant to this subsection. This
3 subsection shall apply only to Covered Products that Settling Defendant
4 demonstrates were shipped prior to the Effective Date; or

5 (iii) Not required or payable, if the Notice of Violation identifies
6 the same Covered Product or Covered Products, differing only in size or
7 color, that have been the subject of another Notice of Violation within the
8 preceding 12 months.

9 **5. PAYMENTS**

10 5.1 **Payments by Settling Defendant.** Within five (5) business days of the Effective
11 Date, Settling Defendant shall pay the total sum of \$50,000 as a settlement payment. The total
12 settlement amount for Settling Defendant shall be paid in three separate checks and delivered to
13 the offices of the Lexington Law Group (Attn: Eric Somers), 503 Divisadero Street, San
14 Francisco, California 94117-2212, and made payable and allocated as follows:

15 5.1.1 Settling Defendant shall pay the sum of \$6,600 as a civil penalty pursuant
16 to Health & Safety Code § 25249.7(b). CEH shall apportion this payment in accordance with
17 Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of California's Office of
18 Environmental Health Hazard Assessment). The civil penalty check shall be made payable to the
19 Center For Environmental Health.

20 5.1.2 Settling Defendant shall pay the sum of \$9,900 as a payment in lieu of civil
21 penalty to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of
22 Regulations, Title 11, § 3203(b). CEH shall use such funds to continue its work educating and
23 protecting people from exposures to toxic chemicals, including heavy metals. In addition, as part
24 of its Community Environmental Action and Justice Fund, CEH will use four percent of such
25 funds to award grants to grassroots environmental justice groups working to educate and protect
26 people from exposures to toxic chemicals. The method of selection of such groups can be found
27 at the CEH web site at www.ceh.org/justicefund. The payment pursuant to this Section shall be
28 made payable to the Center For Environmental Health.

1 5.1.3 Settling Defendant shall also separately pay the sum of \$33,500 to the
2 Lexington Law Group as reimbursement of a portion of CEH's reasonable attorneys' fees and
3 costs. The attorneys' fees and cost reimbursement check shall be made payable to the Lexington
4 Law Group.

5 **6. MODIFICATION**

6 6.1 **Written Consent.** This Consent Judgment may be modified from time to
7 time by express written agreement of the Parties with the approval of the Court, or by an order of
8 this Court upon motion and in accordance with law.

9 6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall
10 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
11 modify the Consent Judgment.

12 **7. CLAIMS COVERED AND RELEASED**

13 7.1 This Consent Judgment is a full, final and binding resolution between CEH on
14 behalf of itself and the public interest and Settling Defendant, and its parents, subsidiaries,
15 affiliated entities that are under common ownership, directors, officers, employees, and attorneys
16 ("Defendant Releasees"), and each entity to whom they directly or indirectly distribute or sell
17 Covered Products, including but not limited to distributors, wholesalers, customers, retailers,
18 franchisees, cooperative members, licensors, and licensees ("Downstream Defendant Releasees")
19 of any violation of Proposition 65 that was or could have been asserted in the Complaint against
20 Settling Defendant, Defendant Releasees, and Downstream Defendant Releasees, based on failure
21 to warn about alleged exposure to Lead contained in Covered Products that were sold by Settling
22 Defendant prior to the Effective Date.

23 7.2 Compliance with the terms of this Consent Judgment by Settling Defendant
24 constitutes compliance with Proposition 65 with respect to Lead in Settling Defendant's Covered
25 Products.

26 7.3 Nothing in this Section 7 affects CEH's right to commence or prosecute an
27 action under Proposition 65 against any person other than a Settling Defendant, Defendant
28 Releasee, or Downstream Defendant Releasee.

1 7.4 Nothing in Section 7 affects CEH's right to commence or prosecute an action
2 under Proposition 65 against a Downstream Defendant Releasee that: (a) is not a direct customer
3 of Settling Defendant under Section 3.3; and (b) sells or offers for sale a Covered Product to
4 California consumers that does not comply with the Lead Limits after the applicable Final Retail
5 Compliance Date set forth in Section 3.3.

6 **8. NOTICE**

7 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
8 notice shall be sent by first class and electronic mail to:

9 Eric S. Somers
10 Lexington Law Group
11 503 Divisadero Street
12 San Francisco, CA 94117
13 esomers@lexlawgroup.com

14 8.2 When Settling Defendant is entitled to receive any notice under this Consent
15 Judgment, the notice shall be sent by first class and electronic mail to:

16 Eric Lindstrom
17 Keller and Heckman LLP
18 One Embarcadero Center, Suite 2110
19 San Francisco, CA 94111
20 lindstrom@khlaw.com

21 8.3 Any Party may modify the person and address to whom the notice is to be sent
22 by sending each other Party notice by first class and electronic mail.

23 **9. COURT APPROVAL**

24 9.1 This Consent Judgment shall become effective upon entry by the Court. CEH
25 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant
26 shall support entry of this Consent Judgment.

27 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or
28 effect and shall never be introduced into evidence or otherwise used in any proceeding for any
purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

10. ATTORNEYS' FEES

10.1 Should CEH prevail on any motion, application for an order to show cause or

1 other proceeding to enforce a violation of this Consent Judgment, CEH shall be entitled to its
2 reasonable attorneys' fees and costs incurred as a result of such motion or application. Should
3 Settling Defendant prevail on any motion application for an order to show cause or other
4 proceeding, Settling Defendant may be awarded its reasonable attorneys' fees and costs as a result
5 of such motion or application upon a finding by the Court that CEH's prosecution of the motion
6 or application lacked substantial justification. For purposes of this Consent Judgment, the term
7 substantial justification shall carry the same meaning as used in the Civil Discovery Act of 1986,
8 Code of Civil Procedure §§ 2016, *et seq.*

9 10.2 Except as otherwise provided in this Consent Judgment, each Party shall bear
10 its own attorneys' fees and costs.

11 10.3 Nothing in this Section 10 shall preclude a Party from seeking an award of
12 sanctions pursuant to law.

13 **11. TERMINATION**

14 11.1 This Consent Judgment shall be terminable by CEH or by Settling Defendant
15 at any time after September 1, 2017, upon the provision of 30 days advanced written notice; such
16 termination shall be effective upon the subsequent filing of a notice of termination with Superior
17 Court of Alameda County.

18 11.2 Should this Consent Judgment be terminated pursuant to this Section, it shall
19 be of no further force or effect as to the terminated parties; provided, however that if CEH is the
20 terminating Party, the provisions of Sections 5 and 7 shall survive any termination and provided
21 further that if Settling Defendant is the terminating Party, the provisions of Sections 5 and 7.1
22 shall survive any termination.

23 **12. OTHER TERMS**

24 12.1 The terms of this Consent Judgment shall be governed by the laws of the State
25 of California.

26 12.2 This Consent Judgment shall apply to and be binding upon CEH and Settling
27 Defendant, and the successors or assigns of any of them.

28 12.3 This Consent Judgment contains the sole and entire agreement and

1 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior
2 discussions, negotiations, commitments, or understandings related thereto, if any, are hereby
3 merged herein and therein. There are no warranties, representations, or other agreements between
4 the Parties except as expressly set forth herein. No representations, oral or otherwise, express or
5 implied, other than those specifically referred to in this Consent Judgment have been made by any
6 Party hereto. No other agreements not specifically contained or referenced herein, oral or
7 otherwise, shall be deemed to exist or to bind any of the Parties hereto. No supplementation,
8 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in
9 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent
10 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof
11 whether or not similar, nor shall such waiver constitute a continuing waiver.

12 12.4 Nothing in this Consent Judgment shall release, or in any way affect any rights
13 that Settling Defendant might have against any other party, whether or not that party is a Settling
14 Defendant.

15 12.5 This Court shall retain jurisdiction of this matter to implement or modify the
16 Consent Judgment.

17 12.6 The stipulations to this Consent Judgment may be executed in counterparts
18 and by means of facsimile or portable document format (pdf), which taken together shall be
19 deemed to constitute one document.

20 12.7 Each signatory to this Consent Judgment certifies that he or she is fully
21 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into
22 and execute the Consent Judgment on behalf of the Party represented and legally to bind that
23 Party.

24 12.8 The Parties, including their counsel, have participated in the preparation of
25 this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.
26 This Consent Judgment was subject to revision and modification by the Parties and has been
27 accepted and approved as to its final form by all Parties and their counsel. Accordingly, any
28 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any

1 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this
2 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to
3 be resolved against the drafting Party should not be employed in the interpretation of this Consent
4 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

5 **IT IS SO ORDERED:**

6

7 Dated: _____

The Honorable Steven A. Brick
Judge of the Superior Court

8

9

10 **IT IS SO STIPULATED:**

11 **CENTER FOR ENVIRONMENTAL HEALTH**

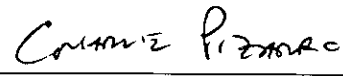
12



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Signature

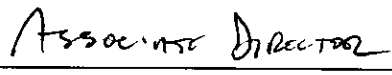
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15

Printed Name

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17

Title

18

19

20 **WESTPORT CORPORATION**

21

22

Signature

23

24

Printed Name

25

26

27

Title

28

1 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this
2 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to
3 be resolved against the drafting Party should not be employed in the interpretation of this Consent
4 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

5 **IT IS SO ORDERED:**

6

7 Dated: JAN 23 2013

STEVEN A. BRICK
The Honorable Steven A. Brick
Judge of the Superior Court

8

9

10 **IT IS SO STIPULATED:**

11 **CENTER FOR ENVIRONMENTAL HEALTH**

12

13 _____
Signature

14

15 _____
Printed Name

16

17 _____
Title

18

19

20 **WESTPORT CORPORATION**

21

22 
Signature

23

24 ANTHONY J. BRAIN
Printed Name

25

26 VP/CFO
Title

26

27

28