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**LOS ANGELES
SUPERIOR COURT**

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20 PRODUCTS, INC.

21 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

22 **FOR THE COUNTY OF LOS ANGELES**

23 CONSUMER ADVOCACY GROUP,
24 a California corporation,

25 Plaintiff,

26 v.

27 BELL AUTOMOTIVE PRODUCTS, INC., a
28 Delaware Corporation; VICTOR
AUTOMOTIVE PRODUCTS, INC., an
Illinois Corporation, and DOES 1-50;

Defendants.

Case No. BC409019

**[PROPOSED] STIPULATED
CONSENT JUDGMENT**

Complaint filed: March 5, 2009

COPY

1 **1.0 INTRODUCTION**

2 1.1 Plaintiff. Plaintiff Consumer Advocacy Group, Inc. ("Plaintiff" or "CAG"), on
3 its own behalf and as a representative of the People of the State of California, is a non-profit
4 public interest corporation.

5 1.2 Defendant. Bell Automotive Products, Inc. ("BAP") manufactures, distributes,
6 and sells automotive convenience accessories nationwide, including to certain retailers located in
7 California.

8 1.3 Parties. CAG and the BAP are collectively referred to herein as the "Parties."

9 1.4 Covered Products. Among other products, BAP manufactures, distributes, and
10 sells battery terminals, such as Victor Heavy Duty Lead Battery Terminals ("Battery
11 Terminals"), which are designed for use as electrical connections on automobile batteries. CAG
12 alleges that BAP's battery terminals sold for use in California contain lead in quantities requiring
13 a warning under Health & Safety Code sections 25249.5 *et seq.* ("Proposition 65"). BAP denies
14 that a warning is required. Those battery terminals manufactured, distributed, and sold by BAP
15 in California are collectively referred to as the "Covered Products." This Consent Judgment
16 shall have no effect on Covered Products sold by BAP outside of California.

17 1.5 Proposition 65. Proposition 65 prohibits, among other things, a company
18 consisting of ten or more employees from knowingly and intentionally exposing an individual to
19 chemicals that are known to the State of California to cause cancer and/or birth defects or other
20 reproductive harm without first providing a clear and reasonable warning to such individuals.
21 Exposures can occur as a result of a consumer product exposure, an occupational exposure or an
22 environmental exposure. Pursuant to Health & Safety Code 25249.10, the statute provides an
23 exemption from the warning requirement if, among other things, the Defendant can show that the
24 exposure poses no significant risk, or that the exposure will have no observable effect.

25 1.6 Proposition 65 Chemicals. The State of California has officially listed various
26 chemicals, including lead, pursuant to Health & Safety Code section 25249.8 as chemicals
27 known to the State of California to cause cancer and/or reproductive toxicity.

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1 1.11 Effective Upon Final Determination. BAP's willingness to enter into this
2 Consent Judgment is based upon the understanding that this Consent Judgment will fully and
3 finally resolve all claims related to the Battery Terminals, and that this Consent Judgment will
4 have *res judicata* and/or collateral estoppel effect to the extent allowed by law with regard to any
5 alleged violations of Proposition 65 by BAP.

6 **2.0 JURISDICTION**

7 2.1 Subject Matter Jurisdiction. For purposes of this Consent Judgment only, the
8 Parties stipulate that this Court has jurisdiction over the allegations and claims alleged in the
9 Action.

10 2.2 Personal Jurisdiction. For purposes of this Consent Judgment only, the Parties
11 stipulate that this Court has personal jurisdiction over BAP as to the acts and claims alleged in
12 the Action.

13 2.3 Venue. For purposes of this Consent Judgment only, the Parties stipulate that
14 venue for resolution of the allegations and claims asserted in the Action is proper in the County
15 of Los Angeles.

16 2.4 Jurisdiction to Enter Consent Judgment. The Parties stipulate and agree that this
17 Court has jurisdiction to enter this Consent Judgment as a full and final settlement and resolution
18 of the allegations contained in the Notice, the Action, and of all claims that were or that could
19 have been raised based on the facts alleged therein or arising therefrom.

20 **3.0 COMPLIANCE: CLEAR AND REASONABLE WARNINGS**

21 3.1 Consumer Product Warning. As to all Covered Products containing lead and
22 sold California, BAP agrees to include Proposition 65-compliant warnings on the packaging as
23 of the effective date of this Consent Judgment. These warnings shall state:

24 "WARNING: This product contains lead, an element known to the State
25 of California to cause cancer, birth defects, or other reproductive harm."
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1 3.2 The warnings set forth in Section 3.1 shall be displayed in a conspicuous and
2 prominent manner that will render the warnings likely to be read and understood by an ordinary
3 consumer prior to, or at the time of, the sale or purchase.

4 3.3 Compliance. Compliance with paragraphs 3.1 and 3.2 is deemed to fully satisfy
5 BAP's obligations under Proposition 65 with respect to any exposures and potential exposures to
6 the Covered Products in all respects and to all persons and entities.

7 3.3.1 The provision of said warnings shall be deemed to satisfy all obligations
8 under Proposition 65 by all person(s) or entit(ies) with respect to all consumer exposure to the
9 constituent chemicals identified in the Notice. The warnings described in this section may be
10 combined with other information on the packaging and may be provided by the same media and
11 in the same or similar format in which other information is provided to the consumer.

12 3.4 Future Laws or Regulations. In lieu of complying with the requirements of
13 paragraph 3.3, should (a) any future federal law or regulation that governs the warnings provided
14 for herein preempt state authority with respect to said warning; (b) any future warning
15 requirement with respect to the subject matter of said paragraph be proposed by any industry
16 association and approved by the State of California; or (c) any future state law or regulation
17 specifying a specific warning for consumer exposure with respect to the subject matter of said
18 paragraph, BAP may comply with the warning obligations set forth in paragraph 3.1 and 3.2 by
19 complying with such future federal or state law or regulation or such future warning requirement.

20 3.5 Statutory Amendment to Proposition 65. If a statutory, regulatory or other
21 amendment to Proposition 65 is adopted that would exempt BAP, the "Released Parties" (as
22 defined in paragraph 4.2 below), or the class to which BAP belongs, from providing the
23 warnings described herein, then upon the adoption of such statutory amendment or regulation
24 and to the extent authorized by such statutory amendment or regulation, BAP shall be relieved
25 from its obligation to provide the warnings set forth herein. In addition, should BAP cease to
26 manufacture, distribute, or sell any of the Covered Products, then BAP shall be relieved of any
27 obligation to provide warnings with respect to such Covered Products.

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1 **4.0 RELEASES AND CLAIMS COVERED**

2 4.1 Effect of Judgment. This Consent Judgment is a full and final judgment with
3 respect to any claims regarding the Battery Terminals that were asserted or that could have been
4 asserted in the Action and/or the Notice against the Released Parties (as defined in paragraph 4.2
5 below), including, but not limited to: (a) claims for any violation of Proposition 65 or Section
6 17200 against the Released Parties and each of them, including but not limited to, claims arising
7 from consumer product exposures to the Battery Terminals, wherever occurring and to
8 whomever occurring, through and including the date upon which this Consent Judgment
9 becomes final, including all appeals; and (b) the Released Parties' continuing responsibility to
10 provide the warnings mandated by Proposition 65 with respect to the Battery Terminals.

11 4.2 Release. Except for such rights and obligations as have been created under this
12 Consent Judgment, Plaintiff, on its own behalf and in the interests of the public pursuant to
13 Health & Safety Code section 25249.7(d), and Plaintiff's counsel, Yeroushalmi & Associates,
14 with respect to the matters regarding the Battery Terminals alleged in the Notice and the Action,
15 do hereby fully, completely, finally and forever release, relinquish and discharge: (a) BAP; (b)
16 the past, present, and future owners, lessors, sublessors, managers, franchisors, franchisees,
17 wholesalers, distributors, customers and operators of (and any others with any interest in) the
18 products identified in the Notice; and (c) the respective past, present, and future officers,
19 directors, shareholders, affiliates, members, joint venturers, partners, agents, principals,
20 employees, attorneys, parents, subsidiaries, owners, sisters or other related entities, successors,
21 and assigns of the persons and entities described in (a) and (b) above (the parties identified in (a),
22 (b), and (c) above are collectively referred to as the "Released Parties") of and from all claims,
23 actions, causes of action, suits, demands, rights, debts, agreements, promises, liabilities,
24 damages, penalties, royalties, fees, accountings, costs and expenses, whether known or unknown,
25 suspected or unsuspected, of any nature whatsoever that Plaintiff has or may have against the
26 Released Parties, arising directly or indirectly out of any fact or circumstance occurring prior to
27 the date upon which this Consent Judgment becomes final (including all appeals), relating to any
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1 actual or alleged violation of Proposition 65 by the Released Parties and their respective agents,
2 servants and employees that were or could have been raised in the Notice and/or the Action (the
3 "Released Claims"). In sum, the Released Claims include all allegations made, or that could
4 have been made, by Plaintiff with respect to the Battery Terminals relating to Proposition 65.

5 4.3 Intent of Parties. It is the intention of the Parties to this Release that, upon entry
6 of judgment and conclusion of any and all appeals or litigation relating to this Consent Judgment,
7 that this Consent Judgment shall be effective as a full and final accord and satisfaction and
8 release of each and every Released Claim. In furtherance of this intention, Plaintiff
9 acknowledges that it is familiar with California Civil Code section 1542, which provides as
10 follows:

11 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
12 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO
13 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING
14 THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST
15 HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
16 WITH THE DEBTOR.

17 Plaintiff waives and relinquishes all of the rights and benefits that Plaintiff has or may
18 have under Civil Code section 1542 (as well as any similar rights and benefits which it may have
19 by virtue of any statute or rule of law in any other state or territory of the United States).
20 Plaintiff acknowledges that it may hereafter discover facts in addition to, or different from, those
21 which it now knows or believes to be true with respect to the subject matter of this Consent
22 Judgment and the Released Claims, and that notwithstanding the foregoing, it is Plaintiff's
23 intention to fully, finally, completely and forever settle and release all Released Claims, and that
24 in furtherance of such intention, the release here given shall be and remain in effect as a full and
25 complete general release, notwithstanding the discovery or existence of any such additional or
26 different facts.

27 4.4 Plaintiff's Ability to Represent the Public. Plaintiff hereby warrants and
28 represents to Defendant and the Released Parties that (a) Plaintiff has not previously assigned

1 any Released Claim; and (b) Plaintiff has the right, ability and power to release each Released
2 Claim.

3 Plaintiff further represents and warrants that it is a public benefit corporation formed for
4 the specific purposes of (a) protecting and educating the public as to harmful products and
5 activities; (b) encouraging members of the public to become involved in issues affecting the
6 environment and the enforcement of environmental statutes and regulations including, but not
7 limited to, Proposition 65; and (c) instituting litigation to enforce the provisions of Proposition
8 65.

9 4.5 No Further Force and Effect. In the event that (a) the Court denies the Parties'
10 Joint Motion to Approve the Consent Judgment pursuant to Health & Safety Code section
11 25249.7(f)(4) as amended; or (b) a decision by the Court to approve the Consent Judgment is
12 appealed and overturned by another Court, then upon notice by any Party hereto to any other
13 Party hereto, this Consent Judgment shall be of no further force or effect and the Parties shall be
14 restored to their respective rights and obligations as though this Consent Judgment had not been
15 executed by the Parties.

16 **5.0 ATTORNEY FEES AND COSTS**

17 5.1 Payment in Lieu of Civil Penalties. BAP shall pay CAG, incorporated for
18 the purpose of furthering environmental causes, \$5,000.00. Payment shall be to "Consumer
19 Advocacy Group, Inc." CAG will use the payment for such projects and purposes related to
20 environmental protection, worker health and safety, or reduction of human exposure to
21 hazardous substances (including administrative and product testing costs arising from such
22 projects), as CAG may choose. CAG shall provide its address and federal tax identification
23 number to BAP prior to such payment.

24 5.2 Payment to Yeroushalmi & Associates. BAP shall pay CAG \$15,000.00
25 for its attorney fees and costs incurred in this matter. The check shall be to "Yeroushalmi &
26 Associates." CAG represents and warrants that CAG has authorized the payment of attorney
27 fees and costs, and that the payment and any application or distribution of such payment will not
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1 violate any agreement between CAG and its attorneys with any other person or entity. CAG
2 releases and agrees to hold harmless the Released Parties with regard to any issue concerning the
3 allocation or distribution of the amount paid under this section. Yeroushalmi & Associates shall
4 provide its address and federal tax identification number to BAP prior to such payment.

5 5.3 Timing of Payments. The payments described above shall be made in full
6 to their respective recipients in accordance with the terms of the Settlement Agreement between
7 Consumer Advocacy Group, Inc. and Bell Automotive Products, Inc.

8 **6.0 PRECLUSIVE EFFECT OF CONSENT JUDGMENT**

9 6.1 Entry of Judgment. Entry of judgment by the Court pursuant to this Consent
10 Judgment shall, *inter alia*:

11 6.1.1 Constitute full and fair adjudication of all claims against BAP, including,
12 but not limited to, all claims set forth in the Action based upon alleged violations of Proposition
13 65, as well as any other statute, provision of common law or any theory or issue which arose
14 from BAP's actual or alleged failure to provide warnings regarding consumer exposure to lead,
15 which is known to the State of California to cause cancer, birth defects and/or other reproductive
16 harm;

17 6.1.2 Bar all other persons, on the basis of *res judicata*, collateral estoppel
18 and/or the doctrine of mootness, from prosecuting against any Released Party any claim with
19 respect to the Battery Terminals alleged in the Notice and the Action, and based upon alleged
20 violations of (a) Proposition 65; or (b) any other statute, provision of common law or any theory
21 or issue which arose or may arise from the alleged failure to provide warnings of exposure to
22 lead, which is known to the State of California to cause cancer, birth defects, and/or other
23 reproductive harm.

24 **7.0 DISPUTES UNDER THE CONSENT JUDGMENT**

25 7.1 Disputes. In the event that a dispute arises with respect to either Party's
26 compliance with the terms of this Consent Judgment, the Parties shall meet, either in person or
27 by telephone, and endeavor to resolve the dispute in an amicable manner. No action may be
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1 taken to enforce the provisions of this Consent Judgment absent such a good faith effort to
2 resolve the dispute prior to the taking of such action. In the event that legal proceedings are
3 initiated to enforce the provisions of this Consent Judgment, however, the prevailing party in
4 such proceeding may seek to recover its costs and reasonable attorneys' fees. As used herein, the
5 term "prevailing party" means a party that is successful in obtaining relief more favorable to it
6 than the relief that the other party was amenable to providing during the Parties' good faith
7 attempt to resolve the dispute that is the subject of such enforcement action.

8 **8.0 NOTICES**

9 8.1 Written Notice Required. All notices between the Parties provided for or
10 permitted under this Consent Judgment or by law shall be in writing and shall be deemed duly
11 served: (a) when personally delivered to a party, on the date of such delivery; or (b) when sent
12 via facsimile to a party at the facsimile number set forth below, or to such other or further
13 facsimile number provided in any notice sent under the terms of this paragraph, on the date of the
14 transmission of that facsimile; or (c) when deposited in the United States mail, certified, postage
15 prepaid, addressed to such party at the address set forth below, or to such other or further address
16 provided in a notice sent under the terms of this paragraph, three days following the deposit of
17 such notice in the mails.

18 Notices pursuant to this paragraph shall be sent to the Parties as follows:

19 (a) To Plaintiff:
20 Reuben Yeroushalmi, Esq.
21 Yeroushalmi & Associates
22 3700 Wilshire Boulevard, Suite 480
23 Los Angeles, California 90010
24 Facsimile Number: (213) 382-3430

25 (b) To Defendant:
26 Kelly E. Richardson, Esq.
27 Jason M. Ohta, Esq.
28 Jennifer P. Casler, Esq.
LATHAM & WATKINS LLP
600 West Broadway, Suite 1800
San Diego, California 92101
Facsimile No. (619) 696-7419

1 A Party may change the address to which notice shall be provided under this Consent
2 Judgment by serving a written notice to each of the Parties.

3 **9.0 INTEGRATION**

4 9.1 Integrated Writing. This Consent Judgment constitutes the final and complete
5 agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior
6 or contemporaneous negotiations, promises, covenants, agreements or representations
7 concerning any matters directly, indirectly or collaterally related to the subject matter of this
8 Consent Judgment. The Parties hereto have expressly and intentionally included in this Consent
9 Judgment all collateral or additional agreements that may, in any manner, touch or relate to any
10 of the subject matter of this Consent Judgment and therefore, all promises, covenants and
11 agreements, collateral or otherwise are included herein and therein. The Parties intend that this
12 Consent Judgment shall constitute an integration of all their agreements, and each understands
13 that in the event of any subsequent litigation, controversy or dispute concerning any of its terms,
14 conditions or provisions, no Party hereto shall be permitted to offer or introduce any oral or
15 extrinsic evidence concerning any other collateral or oral agreement between the Parties not
16 included herein.

17 **10.0 TIMING**

18 10.1 Time of Essence. Time is of the essence in the performance of the terms hereof.

19 **11.0 COMPLIANCE WITH REPORTING REQUIREMENTS**

20 11.1 Reporting Forms: Presentation to Attorney General. The Parties expressly
21 acknowledge and agree to comply with the reporting requirements referenced in Health & Safety
22 Code section 25249.7(f) and regulations promulgated thereunder. Upon receipt of all necessary
23 signatures hereto, Plaintiff shall serve a copy of this Proposed Consent Judgment, signed by both
24 Parties, on the California Attorney General on behalf of the Parties so that the Attorney General
25 may review this Consent Judgment prior to its submittal to the Court for approval. No sooner
26 than forty five (45) days after the Attorney General has received the aforementioned copy of this
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1 Consent Judgment, and in the absence of any written objection by the Attorney General to the
2 terms of this Consent Judgment, the Parties may then submit it to the Court for approval.

3 **12.0 COUNTERPARTS**

4 12.1 Counterparts. This Consent Judgment may be signed in counterparts and shall
5 be binding upon the Parties hereto as if all of the Parties executed the original hereof. A
6 facsimile or .pdf signature shall be valid as the original.

7 **13.0 COURT APPROVAL**

8 13.1 Court Approval. If this Consent Judgment, in its entirety, is not approved by the
9 Court, it shall be of no force or effect, and cannot be used in any proceeding for any purpose.

10 **14.0 WAIVER**

11 14.1 No waiver. No waiver by any Party hereto of any provision hereof shall be
12 deemed to be a waiver of any other provision hereof or of any subsequent breach of the same or
13 any other provision hereof.

14 **15.0 AMENDMENT**

15 15.1 In Writing. This Consent Judgment cannot be amended or modified except by a
16 writing executed by the Parties hereto that expresses, by its terms, an intention to modify this
17 Consent Judgment.

18 **16.0 SUCCESSORS**

19 16.1 Binding Upon Successors. This Consent Judgment shall be binding upon and
20 inure to the benefit of, and be enforceable by, the Parties hereto and their respective
21 administrators, trustees, executors, personal representatives, successors and assigns.

22 **17.0 CHOICE OF LAWS**

23 17.1 California Law Applies. Any dispute regarding the interpretation of this Consent
24 Judgment, the performance of the Parties pursuant to the terms of this Consent Judgment, or the
25 damages accruing to a Party by reason of any breach of this Consent Judgment shall be
26 determined under the laws of the State of California, without reference to choice of law
27 principles.

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ORDER AND JUDGMENT

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3 Based upon the stipulated Consent Judgment between Consumer Advocacy Group, Inc.
4 and Bell Automotive Products, Inc., the settlement is approved and judgment is hereby entered
5 according to the terms herein.

6
7 Dated: 2-2-10



8
9 Honorable Robert Hess
10 Judge, Superior Court of the State of California

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1 **18.0 NO ADMISSIONS**

2 18.1 Settlement Cannot Be Used as Evidence. This Consent Judgment has been
3 reached by the Parties to avoid the costs of prolonged litigation. By entering into this Consent
4 Judgment, neither Plaintiff nor Defendant admits any issue of fact or law, including any violation
5 of Proposition 65 or any other law. The settlement of claims herein shall not be deemed to be an
6 admission or concession of liability or culpability by any Party, at any time, for any purpose.
7 Neither this Consent Judgment, nor any document referred to herein, nor any action taken to
8 carry out this Consent Judgment, shall be construed as giving rise to any presumption or
9 inference of admission or concession by Defendant as to any fault, wrongdoing or liability
10 whatsoever. Neither this Consent Judgment, nor any of its terms or provisions, nor any of the
11 negotiations or other proceedings connected with it, nor any other action taken to carry out this
12 Consent Judgment, by any of the Parties hereto, shall be referred to, offered as evidence, or
13 received in evidence in any pending or future, civil, criminal or administrative action or
14 proceeding, except in a proceeding to enforce this Consent Judgment, to defend against the
15 assertion of any Released Claim or as otherwise required by law.

16 **19.0 REPRESENTATION**

17 19.1 Construction of Consent Judgment. The Parties each acknowledge and warrant
18 that they have been represented by independent counsel of their own selection in connection with
19 the prosecution and defense of the Action, the negotiations leading to this Consent Judgment and
20 the drafting of this Consent Judgment; and that in interpreting this Consent Judgment, the terms
21 of this Consent Judgment will not be construed in favor of or against any Party hereto.

22 **20.0 AUTHORIZATION**

23 20.1 Authority to Enter Consent Judgment. Each of the signatories hereto certifies
24 that he or she is authorized by the Party he or she represents to enter into this Consent Judgment,
25 to stipulate to this Consent Judgment, and to execute and approve this Consent Judgment on
26 behalf of the Party represented.

27 Dated: _____, 2009

CONSUMER ADVOCACY GROUP, INC.

28

1 **18.0 NO ADMISSIONS**

2 18.1 Settlement Cannot Be Used as Evidence. This Consent Judgment has been
3 reached by the Parties to avoid the costs of prolonged litigation. By entering into this Consent
4 Judgment, neither Plaintiff nor Defendant admits any issue of fact or law, including any violation
5 of Proposition 65 or any other law. The settlement of claims herein shall not be deemed to be an
6 admission or concession of liability or culpability by any Party, at any time, for any purpose.
7 Neither this Consent Judgment, nor any document referred to herein, nor any action taken to
8 carry out this Consent Judgment, shall be construed as giving rise to any presumption or
9 inference of admission or concession by Defendant as to any fault, wrongdoing or liability
10 whatsoever. Neither this Consent Judgment, nor any of its terms or provisions, nor any of the
11 negotiations or other proceedings connected with it, nor any other action taken to carry out this
12 Consent Judgment, by any of the Parties hereto, shall be referred to, offered as evidence, or
13 received in evidence in any pending or future, civil, criminal or administrative action or
14 proceeding, except in a proceeding to enforce this Consent Judgment, to defend against the
15 assertion of any Released Claim or as otherwise required by law.

16 **19.0 REPRESENTATION**

17 19.1 Construction of Consent Judgment. The Parties each acknowledge and warrant
18 that they have been represented by independent counsel of their own selection in connection with
19 the prosecution and defense of the Action, the negotiations leading to this Consent Judgment and
20 the drafting of this Consent Judgment; and that in interpreting this Consent Judgment, the terms
21 of this Consent Judgment will not be construed in favor of or against any Party hereto.

22 **20.0 AUTHORIZATION**

23 20.1 Authority to Enter Consent Judgment. Each of the signatories hereto certifies
24 that he or she is authorized by the Party he or she represents to enter into this Consent Judgment,
25 to stipulate to this Consent Judgment, and to execute and approve this Consent Judgment on
26 behalf of the Party represented.

27 Dated: 12/09, 2009

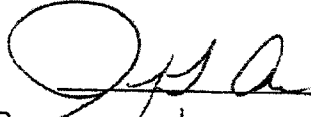
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By: _____
Its: _____

Dated: 12/21, 2009

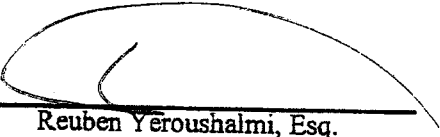
BELL AUTOMOTIVE PRODUCTS, INC


By: JENNIFER L. ANDERSON
Its: COO/CEO

Approved as to form:

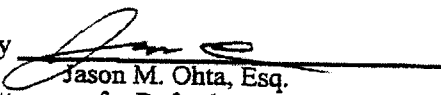
Dated: 12/10, 2009

YEROUSHALMI AND ASSOCIATES
Reuben Yeroushalmi, Esq.

By 
Reuben Yeroushalmi, Esq.
Attorneys for Plaintiff CONSUMER ACTION
GROUP, INC.

Dated: December 2, 2009

LATHAM & WATKINS, LLP
Kelly E. Richardson, Esq.
Jason M. Ohta, Esq.
Jennifer P. Casler, Esq.

By 
Jason M. Ohta, Esq.
Attorneys for Defendant BELL AUTOMOTIVE
PRODUCTS, INC.

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[Signature]

By: Lyn Marcus
Its: President

Dated: 12/2, 2009

BELL AUTOMOTIVE PRODUCTS, INC

[Signature]

By: JENNIFER L. ANDRES
Its: COO/CEO

Approved as to form:

Dated: _____, 2009

YERUSHALMI AND ASSOCIATES
Reuben Yerushalmi, Esq.

By _____
Reuben Yerushalmi, Esq.
Attorneys for Plaintiff CONSUMER ACTION
GROUP, INC.

Dated: December 2, 2009

LATHAM & WATKINS, LLP
Kelly E. Richardson, Esq.
Jason M. Ohta, Esq.
Jennifer P. Casler, Esq.

By [Signature]
Jason M. Ohta, Esq.
Attorneys for Defendant BELL AUTOMOTIVE
PRODUCTS, INC.