

1 Stephen Ure, Esq., (CSB# 188244)  
2 **LAW OFFICES OF STEPHEN URE, PC**  
3 1518 Sixth Avenue  
4 San Diego, CA 92101  
5 Telephone: 619-235-5400  
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7 *Attorneys for Plaintiff, Maureen Parker*

**F I L E D**  
Clerk of the Superior Court

OCT 12 2010

By: P. DIETRICH, Deputy

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF SAN DIEGO**  
10 **UNLIMITED CIVIL JURISDICTION**

13 **MAUREEN PARKER,**

14 )  
15 **Plaintiff** )

16 )  
17 **and** )

18 **NATIONAL EXPRESS, INC.** )

19 )  
20 )  
21 **Defendant.** )  
22 )

**CASE NO.:**

**37-2010-00094856-CU-NP-CTL**

**[PROPOSED]**

**JUDGMENT APPROVING**

**[AMENDED]**

**PROP 65 STIPULATION AND  
CONSENT JUDGMENT**

*(Cal. Health & Safety Code § 25249.6 et seq.)*

**Date: September 17, 2010**

**Time: 10:30AM**

**Dept. C-66**

**Hon. Joel M. Pressman**

**Action Filed: June 23, 2010**

23  
24 In the above entitled action, Plaintiff, Maureen Parker and Defendant, National  
25 Express, Inc, having agreed through their respective counsel that judgment be entered pursuant  
26 to the terms of the amended Proposition 65 settlement agreement in the form of a [Proposed]  
27 Consent Judgment entered into by the parties, and following issuance of an order approving this  
28

1 amended Proposition 65 settlement agreement and entering this Consent Judgment on  
2 September 17, 2010.

3  
4 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that pursuant to  
5 Code of Civil Procedure §664.6, judgment is entered in accordance with the Amended Consent  
6 Judgment attached hereto as Exhibit 1.

7  
8 **IT IS SO ORDERED.**

9  
10 **Dated:** 10/12/10

11 \_\_\_\_\_

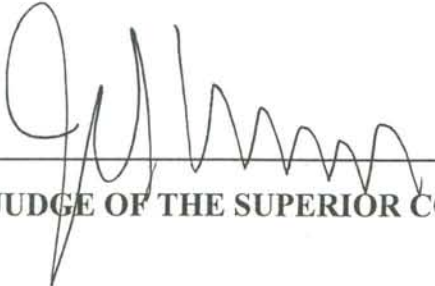
12   
13 \_\_\_\_\_  
14 **JUDGE OF THE SUPERIOR COURT**

Exhibit 1

---

1 Stephen Ure, Esq., (CSB# 188244)  
2 **LAW OFFICES OF STEPHEN URE, PC**  
3 1518 Sixth Avenue  
4 San Diego, CA 92101  
5 Telephone: 619-235-5400  
6 Facsimile: 619-235-5404

7 *Attorneys for Plaintiff, Maureen Parker*

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF SAN DIEGO**

11 <b>MAUREEN PARKER,</b>	)	<b>CASE NO.:</b>
	)	<b>37-2010-00094856-CU-NP-CTL</b>
12 <b>Plaintiff,</b>	)	
	)	<b>AMENDED STIPULATION AND</b>
13	)	<b>[PROPOSED] <u>ORDER RE</u></b>
14	)	<b><u>CONSENT JUDGMENT</u></b>
15 <b>and</b>	)	
	)	<b>Date: September 17, 2010</b>
16 <b>NATIONAL EXPRESS, INC.</b>	)	<b>Time: 10:30 AM</b>
	)	<b>Department: C-66</b>
17 <b>Defendant.</b>	)	<b>Judge: Hon. Joel M. Pressman</b>
18	)	<b>Complaint filed: June 23, 2010</b>

19  
20  
21 **1. INTRODUCTION**

22 **1.1 Maureen Parker and National Express, Inc.**

23 This Stipulation and proposed Consent Judgment (“Consent Judgment”) is entered into  
24 by and between Plaintiff Maureen Parker (hereafter “Parker” or “Plaintiff”), and defendant  
25 National Express, Inc. (hereinafter “National Express” or “Defendant”), with Parker and  
26 National Express collectively referred to as the “Parties” and individually as a “Party.”  
27  
28

1  
2 **1.2 Plaintiff Maureen Parker**

3 Parker is an individual residing in California who seeks to promote awareness of  
4 exposure to toxic chemicals and improve human health by reducing or eliminating hazardous  
5 substances contained in consumer products.

6  
7 **1.3 Defendant National Express, Inc.**

8 National Express does not employ ten or more persons. However, it distributes a garden  
9 hose attachment called "National Express Water Jet" to various downstream distributors,  
10 retailers or others who employ ten or more persons and are in the course of doing business for  
11 purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California health &  
12 Safety Code § 25249.6 *et seq.* (hereinafter "Proposition 65").

13  
14 **1.4 General Allegations**

15 Parker alleges that National Express manufactured, distributed and/or sold the National  
16 Express Water Jet in the State of California without appropriate Proposition 65 warnings, and  
17 that it contains Lead (hereinafter "Lead"). Lead is listed pursuant to Proposition 65 as a  
18 chemical known to the State of California to cause birth defects and other reproductive harm.  
19 Lead shall be referred to hereinafter as the "Listed Chemical."

20  
21 **1.5 Product Description**

22 The product that is covered by this Consent Judgment is defined as follows:

23 National Express Water Jet, UPC# 7 10770 82001 1<sup>1</sup>

24 All such items shall be referred to herein as the "Products."

25  
26 **1.6 Notice of Violation**

27  
28  

---

<sup>1</sup> The Products are also known as simply the "Water Jet" and the "Water Jet Power Washer,"

1 Parker asserts that on April 15, 2010, she served National Express and the Office of the  
2 California Attorney General of the State of California counties' District Attorneys and all City  
3 Attorneys of California cities with populations exceeding 750,000, (collectively, "Public  
4 Enforcers") with a document entitled "60-Day Notice of Violation" (the "Original Notice") that  
5 provided National Express and Public Enforcers with notice of alleged violations of Proposition  
6 65 for failing to warn consumers that the "National Express Water Jet" that National Express  
7 sold allegedly exposed users in California to Lead. To the best of Parties' knowledge, no Public  
8 Enforcer has diligently prosecuted any of the allegations set forth in the Notice.

9  
10 **1.7 Complaint**

11 On June, 23, 2010 Parker, who was and is acting in the interest of the general public in  
12 California, filed a complaint ("Complaint" or "Action") in the Superior Court in and for the  
13 County of San Diego against National Express, alleging violations of Proposition 65 based on  
14 the allegations in the Original Notice.

15  
16 **1.8 No Admission**

17 National Express denies the material, factual and legal allegations contained in Parker's  
18 Notice, and maintains that all products that it has manufactured, sold and distributed in  
19 California, including the Products, have been and are in compliance with all laws. Nothing in this  
20 Consent Judgment shall be construed as an admission by National Express of any fact, finding,  
21 issue of law, or violation of law; nor shall compliance with this Consent Judgment constitute or  
22 be construed as an admission by National Express of any fact, finding, conclusion, issue of law,  
23 or violation of law, such being specifically denied by National Express. However, this section  
24 shall not diminish or otherwise affect the obligations, responsibilities, and duties of National  
25 Express under this Consent Judgment.

26  
27  
28 **1.9 Consent to Jurisdiction**

1 For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
2 jurisdiction over National Express as to the allegations contained in the Complaint, that venue is  
3 proper in the County of San Diego and this Court has jurisdiction to enter and enforce this  
4 consent Judgment as a full and final binding resolution of all claims which were or could have  
5 been raised in the Complaint against National Express based on the facts alleged therein and in  
6 the Notice.  
7

8 **1.10 Effective Date**

9 For purposes of this Consent Judgment, the term "Effective Date" shall mean June 23,  
10 2010.  
11

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

13 **2.1 Reformulation and/or Warning**

14 Except as provided in Section 2.2, beginning on the Effective Date, National  
15 Express shall not sell, ship, or offer to be shipped, any Products for sale in California, containing  
16 Lead unless such Products either a) contain less than or equal to the maximum allowable limit of  
17 300ppm lead, as defined in parts per million ("ppm") of the Listed Chemical, when analyzed  
18 pursuant to methodologies recognized and accepted by one or more federal and/or state  
19 agencies including the California Office of Health Hazard Assessment (OEHHA) and the  
20 Consumer Product Safety Commission.  
21

22 **2.2 Warnings**

23 The Parties acknowledge that, in response to allegations in the Notices, National Express  
24 shall, within 30 days from entry of this Consent Judgment, implement a warning program so as  
25 to ensure that its inventory of Products are shipped with the Proposition 65 warning set out in 27  
26 Cal. Code of Regs. § 25603.2. The Parties additionally acknowledge that any new orders of  
27  
28

1 Products that National Express distributes, packages, or ships for sale to consumers located in  
2 California after June 22, 2010 shall either (a) meet the reformulation standard, or (b) contain the  
3 warning specified below.

4 The warning language that National Express agrees to utilize reads as follows:

5 **California Proposition 65 Warning:**

6 This product contains lead a chemical known to the State of California to cause cancer,  
7 birth defects and other reproductive harm. Do not drink from this product. Wash hands  
8 after use.

9 Without limitation as to other possible sizes, placements and/or manners of warnings, a  
10 warning that is in 18 point Arial font and is on the product's immediate container is deemed to be  
11 clear and reasonable and to be reasonably calculated to make the warning message available to  
12 the individual before exposure.

13 Any Products that have been distributed, shipped, or sold, or that are otherwise in the  
14 stream of commerce for up to 30 days after entry of this Consent Judgment are being released  
15 from any claims that have been brought or that could have been brought by Parker, the Parker  
16 Releasors (as defined below) and on behalf of and in the interests of the general public to the  
17 same extent as if they were Claims within the meaning of Section 5.1, below. As a result, the  
18 obligations of this Section 2 do not apply to such Products.

19  
20  
21 **3. MONETARY PAYMENTS PURSUANT TO HEALTH & SAFETY CODE § 25249.7**

22 In settlement of all claims referred to in this Consent Judgment, the total monetary  
23 settlement payments to be paid by National Express are set forth in this section and section 4.

24 National Express shall pay \$2,000 (two thousand dollars) in civil penalties to be  
25 apportioned in accordance with California Health & Safety Code §25192, with 75% of these  
26 funds remitted to the State of California's Office of Environmental Health Hazard Assessment  
27  
28



1 (“OEHHA”) and the remaining 25% of the penalty remitted to Maureen Parker as provided by  
2 California Health & Safety Code § 25249.12(d).

3 National Express shall issue two separate checks for the penalty payment: (a) one check  
4 made payable to “Law Offices of Stephen Ure, PC. in Trust For OEHHA” in the amount of  
5 \$1,500 (one thousand five hundred dollars) representing 75% of the total penalty; and (b) one  
6 check to “Law Offices of Stephen Ure, PC. in Trust for Parker” in the amount of \$500 (five  
7 hundred dollars) representing 25% of the total penalty. Two separate 1099s shall be issued for  
8 the above payments:  
9

10 (a) OEHHA, P.O. Box 4010, CA 95814 (EIN: 68-0284486); and (b) Maureen Parker,  
11 whose information shall be provided prior to payment. Parker will cause a W-9 Form  
12 with respect to herself to be provided to National Express, Inc. or National Express  
13 Products’ counsel prior to payment.  
14

15 Payment shall be delivered to Mrs. Parker’s counsel by 12:00PM PST June 23, 2010, at  
16 the following address:

17 Law Offices of Stephen Ure, PC.  
18 1518 Sixth Avenue  
19 San Diego, CA 92101

20  
21 **4. REIMBURSEMENT OF ATTORNEY'S FEES AND COSTS**

22 The parties acknowledge that Mrs. Parker and her counsel offered to resolve this dispute  
23 without reaching terms on the amount of fees and costs to be reimbursed to them, thereby  
24 leaving this fee issue to be resolved after the material terms of the agreement had been settled.  
25 The Parties then attempted to (and did) reach an accord on the compensation due to Parker and  
26 her counsel under general contract principles and the private attorney general doctrine codified at  
27 California Code of Civil Procedure (CCP) § 1021.5, for all work performed through the mutual  
28

1 execution of this agreement. The reimbursement of attorneys' fees and costs under Section 4.1  
2 shall be paid as follows:

3 National Express, Inc. shall reimburse Parker and her counsel the total of \$20,000 (twenty  
4 thousand dollars) for all fees and costs incurred as a result of investigating, bringing this matter  
5 to National Express, Inc.'s attention and negotiating a settlement in the public interest, and for  
6 Parker's and her counsel's reasonably anticipated fees and costs to seek judicial approval of this  
7 Consent Judgment in the trial court and in completing all other necessary tasks after the  
8 execution of the Consent Judgment, including but not limited to drafting and filing of the motion  
9 to approve papers, fulfilling the reporting requirements referenced in Health & Safety Code §  
10 25249.7(f), responding to any third party objections, filing of the notice of entry of the Consent  
11 Judgment, corresponding with opposing counsel and appearing before the Court on all matters  
12 related to the approval process.  
13  
14

15 Law Offices of Stephen Ure, PC. will cause a complete W-9 Form with respect to itself to be  
16 provided to National Express, Inc. or National Express Products' counsel prior to payment.  
17 National Express, Inc. shall issue a 1099 to Law Offices of Stephen Ure, PC. for the above fees  
18 and costs. The payment shall be made payable to "Law Offices of Stephen Ure, PC" and shall be  
19 delivered by 12:00PM PST on June 23, 2010, at the following address:  
20

21 Law Offices of Stephen Ure, PC.  
22 1518 Sixth Avenue  
23 San Diego, CA 92101

## 24 **5. RELEASE OF ALL CLAIMS**

### 25 **5.1 Release of National Express, Inc.**

26  
27 In further consideration of the promises and agreements herein contained, and for the  
28 payments to be made pursuant to Sections 3 and 4, Parker, on behalf of herself, her past and

1 current agents, representatives, attorneys, successors, heirs and/or assignees (collectively, the  
2 "Parker Releasers"), and on behalf of and in the interests of the general public, hereby forever  
3 waives and relinquishes all rights to institute or participate in, directly or indirectly, any form of  
4 legal action and releases all claims, actions, and causes of action, in law or in equity, and all  
5 suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, and expenses  
6 (including but not limited to, investigation fees, expert fees, and attorney's fees) of any nature  
7 whatsoever, whether known or unknown, fixed or contingent (collectively "Claims") against  
8 National Express, Inc. and each of its distributors, wholesalers, manufacturers, licensors,  
9 licensees, auctioneers, retailers, franchisees, dealers, customers, owners, purchasers, users, parent  
10 companies, corporate affiliates, subsidiaries, and each of their respective officers, directors,  
11 attorneys, representatives, shareholders, agents, and employees (collectively "Releasees"), that  
12 arise under, are derived from, or otherwise related to Proposition 65, and that are related to  
13 National Express, Inc.'s or Releasees' alleged failure to warn about exposures to or identification  
14 of the Listed Chemical contained in the Products (the "Released Matters").  
15

16  
17 The Parties further agree and acknowledge that this Consent Judgment is a full, final, and  
18 binding resolution of any direct or derivative violation of Proposition 65, that has been or could  
19 have been asserted in the Complaint against National Express, Inc. or Releasees for their alleged  
20 failure to provide clear and reasonable warnings of exposure to or identification of the Listed  
21 Chemical contained in the Products.  
22

23  
24 It is specifically understood and agreed that National Express, Inc.'s compliance with the  
25 terms of this Consent Judgment resolves all issues and liability, now and in the future (so long as  
26 National Express, Inc. complies with the terms of this Consent Judgment) concerning its and  
27 Releasees' compliance with the requirements of Proposition 65 as to the Products.  
28

1 Parker, on behalf of herself and the Parker Releasors -- and, to the full extent that she  
2 lawfully may, on behalf of the general public -- hereby further waives any and all rights and  
3 benefits which she, they or it may have now or in the future under Section 1542 of the California  
4 Civil Code, with respect to or arising under Proposition 65 for an alleged failure to provide  
5 warnings for exposures to any Proposition 65-listed chemical from the Product. Section 1542 of  
6 the California Civil Code, which provides:  
7

8 A general release does not extend to claims which the creditor  
9 does not know or suspect to exist in his or her favor at the time of  
10 executing the release, which if known by him or her must have  
11 materially affected his or her settlement with the debtor.

11 Parker on behalf of herself and the Parker Releasors -- and, on behalf of the general public, to the  
12 full extent that she lawfully may do so -- expressly waives and relinquishes any and all rights and  
13 benefits which she may have under, or which may be conferred on her pursuant to the provisions  
14 of Section 1542 of the California Civil Code as well as under any other state or federal statute or  
15 common law principle of similar effect, to the fullest extent that she may lawfully waive such  
16 Claims relating to the Released Matters. In furtherance of such intention, the release hereby  
17 given shall may be and remain in effect as a full and complete release notwithstanding the  
18 discovery or existence of any such additional or different claims or facts arising out of the  
19 Released Matters.  
20  
21

22 Notwithstanding the foregoing, this release shall not limit or affect National Express's  
23 right to enforce the terms of this Consent Judgment.

#### 24 **5.2 Effect of Consent Judgment**

25 Compliance with the terms of this Consent Judgment resolves any issue, now and in the  
26 future, concerning compliance by National Express and Releasees with the requirements of  
27  
28

1 Proposition 65 with respect to alleged exposure to Lead from the National Express Water Jet  
2 product manufactured, distributed or sold by National Express.

3 **5.3 National Express, Inc. Release of Parker**

4 National Express, Inc. waives any and all Claims against Parker, her attorney and her other  
5 representatives for any and all actions taken or statements made (or those that could have been  
6 taken or made) by Parker and her attorneys and other representatives, whether in the course of  
7 investigating claims or otherwise seeking enforcement of Proposition 65 against them in this  
8 matter, and/or with respect to the Products. National Express acknowledges that it is familiar  
9 with Section 1542 of the California civil Code, which provides as follows:  
10

11 A general release does not extend to claims which the creditor  
12 does not know or suspect to exist in his favor at the time of  
13 executing the release, which if known by him must have  
14 materially affected his settlement with the debtor.

15 National Express expressly waives and relinquishes any and all rights and benefits which it may  
16 have under, or which may be conferred on it be the provisions of Section 1542 of the California  
17 Civil Code as well as under any other state or federal statute or common law principle of similar  
18 effect, to the fullest extent that it may lawfully waive such rights or benefits pertaining to the  
19 released matters. In furtherance of such intention, the release hereby given shall be and remain in  
20 effect as a full and complete release notwithstanding the discovery or existence of any such  
21 additional or different claims or facts arising out of the released matters.  
22

23 Notwithstanding the foregoing, this release shall not limit or affect National Express's  
24 right to enforce the terms of this Consent Judgment.  
25

26 **6. COURT APPROVAL**

1 Notwithstanding Section 1.10, this Consent Judgment is not effective until it is approved and  
2 entered by the Court and shall be null and void if, for any reason, it is not approved and entered  
3 by the Court with one year after it has been fully executed by all Parties. If the Court does not  
4 approve the Consent Judgment, the Parties shall meet and confer as to (and jointly agree on)  
5 whether to modify the language or appeal the ruling. If the Parties do not jointly agree on a  
6 course of action to take, then the case shall proceed in its normal course on the trial court's  
7 calendar, then any monies that have been provided to Plaintiff, or her counsel, pursuant to  
8 Sections 3 and 4, above, shall be refunded within fifteen (15) days of National Express providing  
9 written notice thereof. In the event that this Consent Judgment is entered by the Court and  
10 subsequently overturned by any appellate court, any monies that have been provided to Plaintiff,  
11 or her counsel, pursuant to Section 3 and/or Section 4 above, shall be refunded within fifteen  
12 (15) days of the appellate decision becoming final. If the Court's approval is ultimately  
13 overturned by an appellate court, the Parties shall meet and confer as to (and jointly agree on)  
14 whether to modify the terms of the Consent Judgment. If the Parties do not jointly agree on a  
15 course of action to take, then the case shall proceed in its normal course on the trial court's  
16 calendar.  
17  
18  
19

20 The Law Offices of Stephen Ure, PC (in this capacity, hereinafter, referred to as  
21 "Guarantor"), guarantees unconditionally that, if, pursuant to the above paragraph, Defendant is  
22 entitled to a refund of monies that have been provided to Plaintiff, Plaintiff shall refund such  
23 monies within the stated time period. In the event of any breach of Plaintiff's obligation to  
24 refund monies, Guarantor shall itself be liable for refunding the \$500 being paid to Plaintiff.  
25 Pursuant to Section 14 of this Stipulation and Order, this guarantee obligation may be  
26  
27  
28

1 immediately enforced by Defendant upon a default by Plaintiff of its obligation to refund monies  
2 paid.

3 **7. SEVERABILITY**

4 If, subsequent to the execution of this Consent Judgment, any of the provision of this  
5 Consent Judgment are held by a court to be unenforceable, the validity of the enforceable  
6 provisions remaining shall not be adversely affected.  
7

8 **8. ENTIRE AGREEMENT**

9 This Consent Judgment contains the sole and entire agreement and understanding of the  
10 Parties with respect to the entire subject matter hereof, and any and all prior discussions,  
11 negotiations, commitments, and understandings related hereto. No. representations, oral or  
12 otherwise, express or implied, other than those contained herein haven been made by any Party  
13 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be  
14 deemed to exist or to bind any of the Parties.  
15

16 **9. GOVERNING LAW**

17 The terms of this Consent Judgment shall be governed by the laws of the State of California  
18 and apply within the State of California. In the event that Proposition 65 is repealed or is  
19 otherwise rendered inapplicable by reason of law generally, or as to the Products, then National  
20 Express shall provide written notice to Parker of any asserted change in the law, and shall have  
21 no further obligation pursuant to this Consent Judgment with respect to and to the extent that, the  
22 Products are so affected.  
23  
24

25 **10. NOTICES**

26 Unless specified herein, all correspondence and notices required to be provided pursuant to  
27 this Consent Judgment shall be in writing and personally delivered or sent by (i) first-class,  
28

1 (registered or certified mail) return receipt requested; or (ii) overnight courier on any Party by  
2 the other Party at the following addresses:

3 To National Express, Inc.:

4  
5 Mr. Howard Slavitt, Esq.  
6 Coblenz, Patch, Duffy & Bass LLP  
7 One Ferry Building, Suite 200  
8 San Francisco, CA 94111-4213

9 To Maureen Parker:

10 Proposition 65 Controller  
11 Law Offices of Stephen Ure, PC.  
12 1518 Sixth Avenue  
13 San Diego, CA 92101

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

16 **11. COUNTERPARTS; FACSIMILE SIGNATURES**

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

20 **12. COMPLIANCE WITH HEALTH AND SAFTY CODE § 25249.7(f)**

21 Parker agrees to comply with the reporting form requirements referenced in California  
22 Health and Safety Code § 25249.7(f).

23 **13. ADDITIONAL POST EXECTION ACTIVITIES**

24 The Parties acknowledge that, pursuant to California Health & Safety Code § 25249.7, a  
25 noticed motion is required to obtain judicial approval of this Consent Judgment. This motion  
26 shall not be noticed to be heard on a date before the sixty-first (61st) day after the 60-Day Notice  
27 has been served on National Express and all required Public Enforcers. In addition, Parker shall  
28



1 serve the motion and all supporting papers and exhibits on the Attorney General no later than  
2 forty-five days before the date of the hearing of the motion. Parker and National Express agree  
3 to mutually employ their best efforts to support the entry of this agreement as a Consent  
4 Judgment by the trial court. Accordingly, Parker agrees to file a motion to approve the Consent  
5 Judgment, the first draft of which Parker's counsel shall prepare, within a reasonable period of  
6 time after the Execution Date (*i.e.*, not to exceed 15 days unless otherwise agreed to by the  
7 Parties' counsel). Defendant's counsel shall expeditiously review and provide comments on the  
8 draft of motion, and Defendant shall support the motion as long as its comments are reasonably  
9 accommodated. Other than the total payment for attorney's fees and costs set forth in section 4.1,  
10 above, Defendant and its Releasees shall have no additional liability or responsibility to  
11 Plaintiff's counsel pursuant to Code of Civil Procedure § 1021.5, or otherwise, with regard to  
12 reimbursement of any fees and costs incurred in connection with seeking judicial approval of  
13 this Consent Judgment in the trial court and in completing other necessary tasks after the  
14 execution of the Consent Judgment; provided, however that if the Court does not approve the  
15 Consent Judgment and the Parties agree to modify the language or appeal the ruling, then the  
16 Parties may agree that Plaintiff's counsel is entitled to additional attorney's fees in connection  
17 with any such modification or appeal.

18  
19  
20  
21 **14. MODIFICATION AND ENFORCEMENT**

22 This Consent Judgment may be modified only: (1) by written agreement of the parties and  
23 upon entry of a modified consent judgment by the Court thereon; or (2) upon a successful motion  
24 of any Party and entry of a modified consent judgment by the Court. In the event that, after the  
25 Parties' execution of this Consent Judgment: (1) a dispute arises with respect to any provisions  
26 of this Consent Judgment; or (2) either Party seeks to enforce the terms of this Consent  
27  
28

Judgment, the prevailing party shall, except as otherwise provided herein, be entitled to reasonable attorneys' fees and costs.

**15. EFFECT OF CONSENT JUDGMENT**

This Consent Judgment shall apply to, be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns.

**16. AUTHORIZATION**

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

**AGREED TO:**

**AGREED TO:**

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

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

By: \_\_\_\_\_

By: \_\_\_\_\_

MAUREEN PARKER

NATIONAL EXPRESS, INC.

**APPROVED AS TO FROM:**

**APPROVED AS TO FROM:**

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

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

LAW OFFICES OF STEPHEN URE, PC.

Coblentz, Patch, Duffy & Bass LLP

By: \_\_\_\_\_

By: \_\_\_\_\_

Stephen Ure, Esq.  
Attorneys for  
MAUREEN PARKER

Howard Slavitt, Esq.  
Attorneys for  
NATIONAL EXPRESS, INC.

1 Judgment, the prevailing party shall, except as otherwise provided herein, be entitled to  
2 reasonable attorneys' fees and costs.

3 **15. EFFECT OF CONSENT JUDGMENT**

4 This Consent Judgment shall apply to, be binding upon, and inure to the benefit of, the  
5 Parties and their respective successors and assigns.

6 **16. AUTHORIZATION**

7 The undersigned are authorized to execute this Consent Judgment on behalf of their  
8 respective parties and have read, understood, and agree to all of the terms and conditions of this  
9 Consent Judgment.  
10

11  
12  
13 **TO:**

14 **AGREED TO:**

**AGREED TO:**

15  
16 Date: \_\_\_\_\_

Date: Sept 10, 2010

17  
18  
19 By: \_\_\_\_\_

By: \_\_\_\_\_  


20 MAUREEN PARKER

NATIONAL EXPRESS, INC.

21  
22 **APPROVED AS TO FROM:**

**APPROVED AS TO FROM:**

23  
24 Date: \_\_\_\_\_

Date: 9/10/10

25 LAW OFFICES OF STEPHEN URE, PC.

Coblentz, Patch, Duffy & Bass LLP

26 By: \_\_\_\_\_

By: \_\_\_\_\_  


27 Stephen Ure, Esq.

~~Howard Slavitt, Esq.~~ Fredrick S. Felder

Attorneys for

Attorneys for

28 MAUREEN PARKER

NATIONAL EXPRESS, INC.

1 This Consent Judgment shall apply to, be binding upon, and inure to the benefit of, the  
2 Parties and their respective successors and assigns.

3 **16. AUTHORIZATION**

4 The undersigned are authorized to execute this Consent Judgment on behalf of their  
5 respective parties and have read, understood, and agree to all of the terms and conditions of this  
6 Consent Judgment.  
7

8  
9  
10 **AGREED TO:**

**AGREED TO:**

11  
12 Date: 9.10.10

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

13  
14  
15 By: Maureen Parker

By: \_\_\_\_\_

16 MAUREEN PARKER

17 **APPROVED AS TO FROM:**

**APPROVED AS TO FROM:**

18  
19 Date: 9.10.10

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

20 LAW OFFICES OF STEPHEN URE, PC.

21  
22 By: [Signature]

By: \_\_\_\_\_

23 Stephen Ure, Esq.  
24 Attorneys for  
25 MAUREEN PARKER  
26  
27  
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