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ENDORSED
FILED
ALAMEDA COUNTY
OCT-21-2014

CLERK OF THE SUPERIOR COURT
By AN Kanae, Deputy

6 Attorneys for Plaintiffs
7 DR. WHITNEY R. LEEMAN and
8 ANTHONY E. HELD, PhD., P.E.

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF ALAMEDA
11 UNLIMITED CIVIL JURISDICTION

14 DR. WHITNEY R. LEEMAN, ANTHONY E.
15 HELD, PhD., P.E.,
16 Plaintiffs,
17 v.
18 AMERICAN DIAGNOSTIC CORP., et al.,
19 Defendants.

Case No. RG13706417

~~PROPOSED~~ JUDGMENT PURSUANT
TO TERMS OF PROPOSITION 65
SETTLEMENT AND CONSENT
JUDGMENT

Date: October 21, 2014
Time: 3:45 p.m.
Dept. 24
Judge: Hon. Frank Roesch

Reservation No. R-1546192

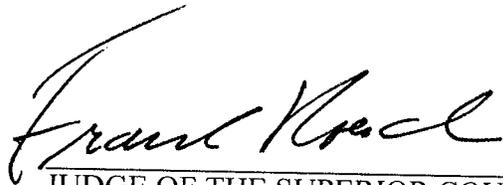
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1 Plaintiffs Dr. Whitney R. Leeman and Anthony E. Held, PhD., P.E. and Defendants
2 American Diagnostic Corporation and Hamilton Bell Co., Inc., having agreed through
3 their respective counsel that Judgment be entered pursuant to the terms of their settlement
4 agreement in the form of a Consent Judgment, and following this Court's issuance of an
5 order approving the Proposition 65 settlement and Consent Judgment,

6 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to
7 Health and Safety Code section 25249.7(f)(4) and Code of Civil Procedure section 664.6,
8 judgment is hereby entered in accordance with the terms of the Consent Judgment attached
9 hereto as Exhibit 1. By stipulation of the parties, the Court will retain jurisdiction to
10 enforce the terms of the settlement under Code of Civil Procedure section 664.6.

11 **IT IS SO ORDERED.**

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14 Dated: 10/21/2014


15 _____
16 JUDGE OF THE SUPERIOR COURT
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Attorneys for Defendants
AMERICAN DIAGNOSTIC CORPORATION and
HAMILTON BELL CO., INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA
UNLIMITED CIVIL JURISDICTION

DR. WHITNEY R. LEEMAN and
ANTHONY E. HELD, PhD., P.E.,

Plaintiffs,

v.

AMERICAN DIAGNOSTIC
CORPORATION; HAMILTON BELL CO.,
INC.; and DOES 1-150, inclusive,

Defendants.

) Case No. RG13706417
)
) **[PROPOSED] CONSENT JUDGMENT AS**
) **TO DEFENDANT AMERICAN**
) **DIAGNOSTIC CORPORATION AND**
) **HAMILTON BELL CO., INC.**

)
)
) **Date:**
) **Time:**
) **Dept: 24**
) **Judge: Hon. Frank Roesch**

1 **1. INTRODUCTION**

2
3 **1.1 Anthony E. Held, PhD., P.E., Dr. Whitney R. Leeman, and American**
4 **Diagnostic Corporation, Hamilton Bell Co., Inc.**

5 This Consent Judgment is entered into by and between plaintiffs Anthony E. Held, PhD.,
6 P.E. (“Held”), Dr. Whitney R. Leeman (“Leeman”; collectively referred to as “Plaintiffs”), and
7 defendants American Diagnostic Corporation (“ADC”) and Hamilton Bell Co., Inc. (“HBI”)
8 with Held and Leeman, and ADC and HBI collectively referred to as the “Parties.”

9 **1.2 Anthony E. Held, PhD., P.E.**

10 Held is an individual residing in the State of California who seeks to promote awareness
11 of exposure to toxic chemicals and improve human health by reducing or eliminating hazardous
12 substances contained in consumer and commercial products.

13 **1.3 Dr. Whitney R. Leeman.**

14 Leeman is an individual residing in the State of California who seeks to promote
15 awareness of exposure to toxic chemicals and improve human health by reducing or eliminating
16 hazardous substances contained in consumer and commercial products.

17 **1.4 American Diagnostic Corporation.**

18 ADC employs ten or more persons and is a person in the course of doing business for
19 purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health &
20 Safety Code §25249.5 et seq. (“Proposition 65”).

21 **1.5 Hamilton Bell Co., Inc.**

22 HBI employs ten or more persons and is a person in the course of doing business for
23 purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health &
24 Safety Code §25249.5 et seq. (“Proposition 65”).

25 **1.6 General Allegations.**

26 Held and Leeman allege that ADC and HBI have manufactured, imported, distributed
27 and/or sold instrument pouches/cases and vinyl/PVC tape measures causing an exposure to lead
28

1 for use in the State of California without the requisite Proposition 65 warnings. Lead is listed
2 pursuant to Proposition 65 as a chemical known to the State of California to cause cancer.

3 **1.7 Notices of Violation.**

4 On May 31 2013, Leeman served ADC, HBI, and various public enforcement agencies
5 with a document entitled "60-Day Notice of Violation" alleging that ADC and HBI violated
6 Proposition 65 by failing to warn consumers that instrument pouches/cases including, but not
7 limited to, the *EKG Caliper*, #395 (UPC #6 34782 00191 9; 7 49361 13510 4) exposed users in
8 California to lead. On September 26 2013, Held served ADC, HBI, and various public
9 enforcement agencies with a document entitled "Supplemental 60-Day Notice of Violation"
10 alleging that ADC and HBI violated Proposition 65 by failing to warn consumers that instrument
11 pouches/cases including, but not limited to, the *EKG Caliper*, #395 (UPC #6 34782 00191 9; 7
12 49361 13510 4); and that ADC sold vinyl/PVC tape measures, including but not limited to the
13 *ADC Woven Tape Measure*, #396, (UPC #6 34782 03288 3) exposed users in California to lead
14 ("Notices").

15 **1.8 Complaint.**

16 On December 11, 2013, Leeman and Held filed a complaint in the Superior Court in and
17 for the County of Alameda against ADC, HBI, and Does 1 through 150, *Leeman, Held v.*
18 *American Diagnostic Corporation, et al.*, Case No. RG13706417 ("Action"), alleging violations
19 of California Health & Safety Code § 25249.6, based on the alleged exposures to lead contained
20 in certain instrument pouches/cases and vinyl/PVC tape measures sold by ADC and HBI in the
21 State of California.

22 **1.9 No Admission.**

23 The Parties enter into this Consent Judgment as a full and final settlement of all claims
24 that were raised in the Notices and Complaint, or that could have been raised in the Complaint,
25 arising out of the facts or conduct alleged therein. ADC and HBI deny the material, factual and
26 legal allegations contained in the Notices and the Complaint, and maintain that all of the
27 products they have manufactured, imported, distributed and/or sold in the State of California,
28

1 including the Covered Products, have been, and are, in compliance with all laws. By execution
2 of this Consent Judgment and agreeing to comply with its terms, ADC and HBI do not admit any
3 facts or conclusions of law, including, but not limited to, any facts or conclusions of law
4 suggesting or demonstrating any violations of Proposition 65 or any other statutory, common
5 law or equitable requirements relating to lead in Covered Products, such being specifically
6 denied by ADC and HBI. Nothing in this Consent Judgment shall be construed as an admission
7 by ADC and HBI of any fact, conclusion of law, issue of law or violation of law, nor shall
8 compliance with this Consent Judgment constitute or be construed as an admission by ADC and
9 HBI of any fact, conclusion of law, issue of law, or violation of law. Nothing in this Consent
10 Judgment shall prejudice, waive or impair any right, remedy, argument or defense ADC and HBI
11 may have in this or any other future legal proceedings. This Consent Judgment is the product of
12 negotiation and compromise and is accepted by ADC and HBI for purposes of settling,
13 compromising, and resolving issues disputed in this action. However, this Section shall not
14 diminish or otherwise affect the obligations, responsibilities and duties of ADC and HBI under
15 this Consent Judgment.

16 **1.10 Consent to Jurisdiction.**

17 For purposes of this Consent Judgment only, ADC and HBI stipulates that this Court has
18 jurisdiction over ADC and HBI as to the allegations contained in the Complaint, that venue is
19 proper in the County of Alameda and that this Court has jurisdiction to enter and enforce the
20 provisions of this Consent Judgment.

21 **2. DEFINITIONS**

22 **2.1** "Covered Products" means any instrument pouches/cases including, but not
23 limited to, the *EKG Caliper*, #395 (UPC #6 34782 00191 9; 7 49361 13510 4), and any
24 vinyl/PVC tape measures, including but not limited to the *ADC Woven Tape Measure*, #396,
25 UPC #6 34782 03288 3) manufactured, imported, distributed and/or sold in the State of
26 California by ADC and HBI.

27 **2.2** "Effective Date" means September 30, 2014.
28

1 **2.3** “Vendor” means a person or entity that manufactures, imports, distributes, or
2 supplies a product to ADC and HBI.

3 **3. INJUNCTIVE RELIEF: PRODUCT REFORMULATION**

4 **3.1 Reformulation Commitment and Standards.**

5 As of the Effective Date, ADC and HBI shall only manufacture or sell Covered
6 Products which contain less than or equal to lead 100 parts per million of lead in each
7 Accessible Component when analyzed pursuant to EPA testing methodologies utilized by
8 federal or state agencies for the purpose of determining lead content in a solid substance
9 (“Reformulated Covered Products”). By entering into this Consent Judgment, the Parties do
10 not intend to expand or restrict any obligations or responsibilities that may be imposed upon
11 ADC and HBI by laws other than Proposition 65, nor do the Parties intend this Consent
12 Judgment to affect any defenses available to ADC and HBI under such other laws.

13 **3.2 Vendor Notification Requirement.**

14 To the extent it has not already done so, on or before the Effective Date, ADC and HBI
15 shall provide the reformulation standards specified in Section 3.1 for Reformulated Covered
16 Products to any and all of its vendors of Covered Products or their component parts that will be
17 sold or offered for sale to California consumers, and shall instruct each vendor to provide only
18 Reformulated Covered Products or component parts that meet the reformulation standards for
19 Reformulated Covered Products in Section 3.1 above.

20 **3.3 Sales of Existing Products with Warnings**

21 Nothing in this consent judgment shall preclude ADC and HBI from shipping and selling
22 in California its existing inventory of Products. Commencing on September 30, 2014, ADC and
23 HBI agrees that any Products that ADC and HBI manufactured prior to September 30, 2014, and
24 which ADC and HBI directly distributes to, imports to, ships to, sells in, or offers for sale in
25 California that are not Reformulated Products as defined in Section 3.1 will include a warning
26 affixed to the packaging, labeling, or directly on each Product that states:

27
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1 **WARNING:** This product contains a chemical known to the State of California
2 to cause cancer.

3 **4. MONETARY PAYMENTS**

4 In settlement of all the claims referred to in this Consent Judgment, ADC and HBI shall
5 pay a total of \$23,000 in civil penalties in accordance with this Section. Each penalty payment
6 will be allocated in accordance with California Health & Safety Code § 25249.12(c)(1) & (d),
7 with 75% of the funds remitted to the California Office of Environmental Health Hazard
8 Assessment (“OEHHA”), 12.5% of the penalty remitted to Leeman, and 12.5% of the penalty
9 remitted to Held, as follows:

10 **4.1 Initial Civil Penalty Payment Pursuant to Health & Safety Code §**
11 **25249.7(b).**

12 ADC and HBI shall pay an initial civil penalty in the amount of \$3,000.00 on or before
13 September 30, 2014. ADC and HBI shall issue three separate checks to: (a) OEHHA, in the
14 amount of \$2,250.00; (b) “The Chanler Group in Trust for Dr. Whitney R. Leeman” in the
15 amount of \$375.00; and (c) “The Chanler Group in Trust for Anthony E. Held, PhD., P.E.” in the
16 amount of \$375.00. All penalty payments shall be delivered to the addresses listed in Section
17 4.4.1 below.

18 **4.2 Final Civil Penalty Pursuant to Health & Safety Code §25249.7(b).**

19 ADC and HBI shall pay a final civil penalty in the amount \$20,000 on or before
20 November 30, 2014. The final civil penalty shall be waived in its entirety, if, on or before
21 November 15, 2014, an Officer of ADC and an Officer of HBI certify in writing that it, as of
22 September 30, 2014, each one has manufactured for sale in California only Reformulated
23 Covered Products and that each will continue to manufacture, distribute, sell and offer for sale in
24 California only Reformulated Covered Products, or that each have discontinued selling the
25 Covered Products on or before the Effective Date. Such certification must be received by The
26 Chanler Group on or before November 15, 2014. The certification in lieu of paying the final
27 civil penalty provided by this Section is a material term, and time is of the essence. Unless
28 waived, ADC and HBI shall issue three separate checks for its final civil penalty payment to: (a)

1 OEHHA, in the amount of \$15,000.00; (b) “The Chanler Group in Trust for Dr. Whitney R.
2 Leeman” in the amount of \$2,500.00; and (c) “The Chanler Group in Trust for Anthony E. Held,
3 PhD., P.E.” in the amount of \$2,500.00.

4 **4.3 Reimbursement of Plaintiff’s Fees and Costs.**

5 The Parties acknowledge that Leeman and Held, and their counsel, offered to resolve this
6 dispute without reaching terms on the amount of fees and costs to be reimbursed to them,
7 thereby leaving the fee issue to be resolved after the material terms of the agreement had been
8 settled. ADC and HBI then expressed a desire to resolve the fee and cost issue shortly after the
9 other settlement terms had been finalized. The Parties then attempted to (and did) reach an
10 accord on the compensation due to Leeman and Held and their counsel under general contract
11 principles and the private attorney general doctrine codified at California Code of Civil
12 Procedure section 1021.5, for all work performed (and to be performed) in this matter, except
13 fees that may be incurred in connection with a third-party, including the Office of the Attorney
14 General, appeal (if any). Under these legal principles, ADC and HBI shall pay the amount of
15 \$36,000.00 to reimburse Plaintiffs’ fees and costs incurred investigating, litigating and enforcing
16 this matter, including the fees and costs incurred (and yet to be incurred) negotiating, drafting,
17 and obtaining the Court’s approval of this Consent Judgment in the public interest. This
18 payment shall be made payable to no later than September 30, 2014, to The Chanler Group and
19 shall be delivered to the address in Section 4.4.1(a) below.

20 **4.4 Payment Procedures.**

21 **4.4.1 Funds Held In Trust**

22 (a) All payments owed to Leeman and Held, pursuant to Sections
23 4.1 through 4.2, shall be delivered to the following payment address:

24 The Chanler Group
25 Attn: Proposition 65 Controller
26 2560 Ninth Street
27 Parker Plaza, Suite 214
28 Berkeley, CA 94710

(b) All payments owed to OEHHA (EIN: 68-0284486), pursuant to

1 Sections 4.1 and 4.2, shall be delivered directly to OEHHA (Memo
2 line "Prop 65 Penalties") at the following addresses:

3 For United States Postal Service Delivery:

4 Mike Gyurics
5 Fiscal Operations Branch Chief
6 Office of Environmental Health Hazard Assessment
7 P.O. Box 4010
8 Sacramento, CA 95812-4010

9 For Non-United States Postal Service Delivery:

10 Mike Gyurics
11 Fiscal Operations Branch Chief
12 Office of Environmental Health Hazard Assessment
13 1001 I Street
14 Sacramento, CA 95814

15 With a copy of the checks payable to OEHHA mailed to The Chanler
16 Group at the address set forth above in 4.4.1(a), as proof of payment to
17 OEHHA.

18 If for any reason this Consent Judgment is not entered by the Court within nine (9)
19 months of September 30, 2014, Plaintiffs shall meet and confer with ADC and HBI about
20 mutually agreeable steps the parties can take to ensure entry of the Consent Judgment. If such
21 steps cannot be agreed between the Parties, Plaintiffs shall return promptly any and all monies
22 paid and held in trust herein under Sections 4.1, 4.2 (if not waived) and 4.3 upon ADC's and
23 HBI's written request.

24 **4.4.2 Issuance of 1099 Forms**

25 After each penalty payment, ADC and HBI shall issue separate 1099 forms for each
26 payment to Leeman and Held, whose address and tax identification number shall be furnished
27 upon request after this Consent Judgment has been fully executed by the Parties at the addresses
28 listed in Section 4.4.1 above.

29 **5. CLAIMS COVERED AND RELEASED**

30 **5.1** Leeman and Held, acting on behalf of themselves and in the public interest,
31 hereby release ADC and HBI, their parents, subsidiaries, affiliated entities that are under

1 common ownership, directors, officers, employees, attorneys, shareholders (“Defendant
2 Releasees”), and any of their downstream distributors, wholesalers, customers, retailers,
3 franchisees, cooperative members, licensors, licensees, and any other person or entity to whom
4 they directly or indirectly distribute or sell Covered Products (“Downstream Defendant
5 Releasees”), from any alleged or actual violation of Proposition 65 that has been asserted by
6 Leeman and Held in the public interest in their Notices and Complaint regarding the alleged
7 failure to warn about exposure to lead in Covered Products sold or distributed by ADC and HBI
8 prior to the Effective Date. ADC’s and HBI’s compliance with this Consent Judgment shall
9 constitute compliance with Proposition 65 with respect to lead in Covered Products.

10 **5.2** Leeman and Held on behalf of themselves, their past and current agents,
11 representatives, attorneys, successors, and/or assignees, and in the interest of the general public,
12 hereby waive all rights to institute or participate in, directly or indirectly, any form of legal
13 action and releases all claims, including, without limitation, all actions, and causes of action, in
14 law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses,
15 or expenses (including, but not limited to, investigation fees, expert fees, and attorneys’ fees) of
16 any nature whatsoever, whether known or unknown, fixed or contingent (collectively “Claims”),
17 against ADC and HBI, Defendant Releasees, and Downstream Defendant Releasees arising from
18 any violation of Proposition 65 regarding the failure to warn about exposure to lead in Covered
19 Products sold or distributed prior to the Effective Date.

20 **5.3** Leeman and Held also, in their individual capacities only and *not* in their
21 representative capacities, provide a general release herein which shall be effective as a full and
22 final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses,
23 attorneys’ fees, damages, losses, claims, liabilities and demands of Leeman and Held of any
24 nature, character or kind, known or unknown, suspected or unsuspected, arising out of alleged
25 exposure to any chemical listed under Proposition 65 from use of the Covered Products
26 manufactured prior to the Effective Date. Leeman and Held acknowledge that they are familiar
27 with Section 1542 of the California Civil Code, which provides as follows:
28

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

4 Leeman and Held, in their individual capacities only and *not* in their representative capacities,
5 expressly waive and relinquish any and all rights and benefits which they may have under, or
6 which may be conferred on them by the provisions of Section 1542 of the California Civil Code
7 as well as under any other state or federal statute or common law principle of similar effect, to
8 the fullest extent that they may lawfully waive such rights or benefits pertaining to the released
9 matters. In furtherance of such intention, the release hereby given shall be and remain in effect
10 as a full and complete release notwithstanding the discovery or existence of any such additional
11 or different claims or facts arising out of the released matters.

12 The Parties further understand and agree that this release shall not extend upstream to
13 any entities, other than ADC and HBI, that manufactured the Covered Products or any
14 component parts thereof, or any distributors or suppliers who sold the Covered Products or any
15 component parts thereof to ADC and HBI.

16 **5.4** ADC and HBI waive any and all Claims against Leeman and Held, their
17 attorneys, and other representatives for any and all actions taken or statements made (or those
18 that could have been taken or made) by Leeman and Held and their attorneys and other
19 representatives, whether in the course of investigating claims or otherwise seeking enforcement
20 of Proposition 65 against them in this matter, and/or with respect to the Covered Products.

21 **5.5** ADC and HBI also provide a general release herein which shall be effective as a
22 full and final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs,
23 expenses, attorneys' fees, damages, losses, claims, liabilities and demands of ADC and HBI of
24 any nature, character or kind, known or unknown, suspected or unsuspected, arising out of the
25 subject matter of the Action. ADC and HBI acknowledge that they are familiar with Section
26 1542 of the California Civil Code, which provides as follows:

27 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
28 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER

1 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF
2 KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS
OR HER SETTLEMENT WITH THE DEBTOR.

3 ADC and HBI expressly waive and relinquish any and all rights and benefits which they may
4 have under, or which may be conferred on it by, the provisions of Section 1542 of the California
5 Civil Code, as well as under any other state or federal statute or common law principle of similar
6 effect, to the fullest extent that they may lawfully waive such rights or benefits pertaining to the
7 released matters. In furtherance of such intention, the release hereby given shall be and remain
8 in effect as a full and complete release notwithstanding the discovery or existence of any such
9 additional or different claims or facts arising out of the released matters.

10 **6. COURT APPROVAL**

11 **6.1** By this Consent Judgment and upon its approval, the Parties waive their right to a
12 trial on the merits, and waive their right to initiate appellate review of this Consent Judgment,
13 and of any and all interim rulings, including all pleading, procedural, and discovery orders.

14 **6.2** The parties acknowledge that, pursuant to California Health & Safety Code §
15 25249.7, a noticed motion is required to obtain judicial approval of this Consent Judgment,
16 which Leeman and Held shall file and which ADC and HBI shall support as reasonably
17 necessary.

18 **6.3** If this Consent Judgment is not approved by the Court: (a) this Consent Judgment
19 and any and all prior agreements between the Parties merged herein shall terminate and become
20 null and void, and the action shall revert to the status that existed prior to the execution date of
21 this Consent Judgment; (b) no term of this Consent Judgment or any draft thereof, or of the
22 negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall
23 have any effect, nor shall any such matter be admissible in evidence for any purpose in this
24 action, or in any other proceeding; and (c) the Parties agree to meet and confer to determine
25 whether to modify the terms of the Consent Judgment and to resubmit it for approval.
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1 **7. GOVERNING LAW**

2 **7.1** The terms of this Consent Judgment shall be governed by the laws of the State of
3 California, and shall apply only to Covered Products offered for sale in the State of California.
4 In the event that Proposition 65 is repealed or is otherwise rendered inapplicable by reason of
5 law generally, or as to the Covered Products, then ADC and HBI may provide written notice to
6 Leeman and Held of any asserted change in the law, and shall have no further obligations
7 pursuant to this Consent Judgment with respect to, and to the extent that, the Covered Products
8 are so affected.

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

18 **8. NOTICES**

19 **8.1** Unless specified herein, all correspondence and notices required to be provided
20 pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (i)
21 first-class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any
22 Party by the other Party at the following addresses:

23 To ADC and HBI:

24 David M. Glaspy
25 McGivney, Kluger & Glaspy
26 100 Pringle Ave., Suite 750
27 Walnut Creek, CA 94596

28 To Leeman and Held:

 Proposition 65 Coordinator
 The Chanler Group

1 2560 Ninth Street
2 Parker Plaza, Suite 214
3 Berkeley, CA 94710-2565

4 **8.2** Any Party, from time to time, may specify in writing to the other Party a change
5 of address to which all notices and other communications shall be sent.

6 **9. MODIFICATION**

7 **9.1 Modification.** This Consent Judgment may be modified by written agreement of
8 the Parties and upon entry of a modified Consent Judgment by the court, or by motion of any
9 Party and entry of a modified Consent Judgment by the court.

10 **9.2 Subsequent Legislation.** If, subsequent to the Effective Date, legislation or
11 regulation is adopted that addresses the lead content of Covered Products sold in California
12 hereunder, any Party shall be entitled to request that the Court modify the reformulation standard
13 in Section 3.1 of this Consent Judgment for good cause shown.

14 **9.3 Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment
15 or to allege a violation thereof shall first attempt in good faith to meet and confer with the other
16 Party prior to filing a motion to modify the Consent Judgment.

17 **10. ENTIRE AGREEMENT**

18 **10.1** This Consent Judgment contains the sole and entire agreement and understanding
19 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
20 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein.
21 No supplementation, modification, waiver, or termination of this Consent Judgment shall be
22 binding unless executed in writing by the Party to be bound thereby. No waiver of any of the
23 provisions of this Consent Judgment shall be deemed or shall constitute a waiver of any of the
24 other provisions hereof whether or not similar, nor shall such waiver constitute a continuing
25 waiver unless set forth in writing between the Parties.

26 **11. RETENTION OF JURISDICTION**

27 **11.1** This Court shall retain jurisdiction of this matter to implement or modify the
28 Consent To Judgment and shall retain jurisdiction to enforce this Consent Judgment, or any
provision thereof, under C.C.P. §664.6.

1 **12. COUNTERPARTS; FACSIMILE SIGNATURES**

2 **12.1** This Consent Judgment may be executed in counterparts and by facsimile or
3 portable document format (pdf), each of which shall be deemed an original, and all of which,
4 when taken together, shall constitute one and the same document.

5 **13. AUTHORIZATION**

6 **13.1** The undersigned are authorized to execute this Consent Judgment on behalf of
7 their respective Parties and have read, understood, and agree to all of the terms and conditions of
8 this Consent Judgment.

9
10 **AGREED TO:**

11 Date: 8/21/14

12
13 By: Whitney Leeman
14 Plaintiff Dr. Whitney R. Leeman

AGREED TO:

Date: _____

By: _____
Defendant American Diagnostic Corporation

15
16
17 **AGREED TO:**

18 Date: **APPROVED**
By Tony Held at 2:01 pm, Aug 21, 2014

19
20 By: Anthony E Held
21 Plaintiff Anthony E. Held, PhD., P.E.

AGREED TO:

Date: August 13, 2014

By: Linda Luciano
Defendant Hamilton Bell Co., Inc.

1 portable document format (pdf), each of which shall be deemed an original, and all of which,
2 when taken together, shall constitute one and the same document.

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5 their respective Parties and have read, understood, and agree to all of the terms and conditions of
6 this Consent Judgment.

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AGREED TO:

AGREED TO:

Date: _____

Date: 8/20/14

By: _____
Plaintiff Dr. Whitney R. Leeman

By: *[Signature]*
Defendant American Diagnostic Corporation

AGREED TO:

AGREED TO:

Date: _____

Date: _____

By: _____
Plaintiff Anthony E. Held, PhD., P.E.

By: _____
Defendant Hamilton Bell Co., Inc.