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Clifford A. Chanler, State Bar No. 135534  
Jonathan A. Bornstein, State Bar No. 196345  
Josh Voorhees, State Bar No. 241436  
THE CHANLER GROUP  
2560 Ninth Street  
Parker Plaza, Suite 214  
Berkeley, CA 94710-2565  
Telephone: (510) 848-8880  
Facsimile: (510) 848-8118

Attorneys for Plaintiff  
ANTHONY E. HELD, PhD., P.E.

**FILED**  
**ALAMEDA COUNTY**

JUN 24 2014

CLERK OF THE SUPERIOR COURT

By [Signature] Deputy

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

ANTHONY E. HELD, PhD., P.E.,

Plaintiff,

v.

SHELBY GROUP INTERNATIONAL, INC.;  
*et al.*,

Defendants.

Case No. RG13703341

*CM*  
**[PROPOSED] JUDGMENT PURSUANT  
TO TERMS OF PROPOSITION 65  
SETTLEMENT AND CONSENT  
JUDGMENT**

Date: May 27, 2014  
Time: 9:00 a.m.  
Dept. 16  
Judge: Hon. Lawrence Appel  
Reservation No. R-1500184

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Plaintiff Anthony E. Held, PhD., P.E., and Defendant Shelby Group International, Inc., having agreed through their respective counsel that Judgment be entered pursuant to the terms of their settlement agreement in the form of a Consent Judgment, and following this Court's issuance of an order approving the Proposition 65 settlement and Consent Judgment,

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

**IT IS SO ORDERED.**

Dated: June 24, 2014

  
\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT



**EXHIBIT 1**

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Attorneys for Plaintiff  
ANTHONY E. HELD, PhD., P.E.

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

ANTHONY E. HELD, PhD., P.E.,

Plaintiff,

v.

SHELBY GROUP INTERNATIONAL,  
INC.; and DOES 1-150, inclusive,

Defendants.

) Case No. RG13703341

) [PROPOSED] CONSENT JUDGMENT AS  
) TO DEFENDANT SHELBY GROUP  
) INTERNATIONAL, INC.

) Date:  
) Time:  
) Dept: 16  
) Judge: Hon. Lawrence Appel

1     **1.     INTRODUCTION**

2                     **1.1     Anthony E. Held, PhD., P.E. and Shelby Group International, Inc.**

3             This Consent Judgment is entered into by and between plaintiff Anthony E. Held, PhD.,  
4     P.E. (“Held” or “Plaintiff”) and defendant Shelby Group International, Inc. (“Shelby” or  
5     “Defendant”), with Held and Shelby collectively referred to as the “Parties.”

6                     **1.2     Anthony E. Held, PhD., P.E.**

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

10                    **1.3     Shelby Group International, Inc.**

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

14                    **1.4     General Allegations.**

15            Held alleges that Shelby has manufactured, imported, distributed and/or sold vinyl/PVC  
16    rainwear causing an exposure to lead for use in the State of California without the requisite  
17    Proposition 65 warnings. Lead is listed pursuant to Proposition 65 as a chemical known to the  
18    State of California to cause cancer.

19                    **1.5     Notice of Violation.**

20            On July 24, 2013, Held served Shelby and various public enforcement agencies with a  
21    document entitled “60-Day Notice of Violation” alleging that Shelby violated Proposition 65 by  
22    failing to warn consumers that vinyl/PVC rainwear including, but not limited to, the *River City*  
23    *Classic 200 Series Suit, Style No. 2403*, exposed users in California to lead (“Notice”).

24                    **1.6     Complaint.**

25            On November 15, 2013, Held filed a complaint in the Superior Court in and for the  
26    County of Alameda against Shelby and Does 1 through 150, *Held v. Shelby Group International,*  
27    *Inc., et al.*, Case No. RG13703341 (“Action”), alleging violations of California Health & Safety  
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1 Code § 25249.6, based on the alleged exposures to lead contained in certain vinyl/PVC rainwear  
2 sold by Shelby in the State of California.

3 **1.7 No Admission.**

4 The Parties enter into this Consent Judgment as a full and final settlement of all claims  
5 that were raised in the Notice and Complaint, or that could have been raised in the Complaint,  
6 arising out of the facts or conduct alleged therein. Shelby denies the material, factual and legal  
7 allegations contained in the Notice and the Complaint, and maintains that all of the products it  
8 has manufactured, imported, distributed and/or sold in the State of California, including the  
9 Covered Products, have been, and are, in compliance with all laws. By execution of this  
10 Consent Judgment and agreeing to comply with its terms, Shelby does not admit any facts or  
11 conclusions of law, including, but not limited to, any facts or conclusions of law suggesting or  
12 demonstrating any violations of Proposition 65 or any other statutory, common law or equitable  
13 requirements relating to lead in Covered Products, such being specifically denied by Shelby.  
14 Nothing in this Consent Judgment shall be construed as an admission by Shelby of any fact,  
15 conclusion of law, issue of law or violation of law, nor shall compliance with this Consent  
16 Judgment constitute or be construed as an admission by Shelby of any fact, conclusion of law,  
17 issue of law, or violation of law. Nothing in this Consent Judgment shall prejudice, waive or  
18 impair any right, remedy, argument or defense Shelby may have in this or any other future legal  
19 proceedings. This Consent Judgment is the product of negotiation and compromise and is  
20 accepted by Shelby for purposes of settling, compromising, and resolving issues disputed in this  
21 action. However, this Section shall not diminish or otherwise affect the obligations,  
22 responsibilities and duties of Shelby under this Consent Judgment.

23 **1.8 Consent to Jurisdiction.**

24 For purposes of this Consent Judgment only, Shelby stipulates that this Court has  
25 jurisdiction over Shelby as to the allegations contained in the Complaint, that venue is proper in  
26 the County of Alameda and that this Court has jurisdiction to enter and enforce the provisions of  
27 this Consent Judgment.

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1     **2.     DEFINITIONS**

2             **2.1**     “Covered Product[s]” means any vinyl/PVC rainwear manufactured, imported,  
3 distributed and/or sold in the State of California by Shelby including, but not limited to, the  
4 *River City Classic 200 Series Suit, Style No. 2403.*

5             **2.2**     “Effective Date” means March 1, 2014.

6             **2.3**     “Vendor” means a person or entity that manufactures, imports, distributes, or  
7 supplies a product to Shelby.

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

9             **3.1     Reformulation Commitment and Standards.**

10            As of the Effective Date, Shelby shall only manufacture Covered Products which  
11 contain less than or equal to 100 parts per million of lead in each Accessible Component when  
12 analyzed pursuant to EPA testing methodologies utilized by federal or state agencies for the  
13 purpose of determining lead content in a solid substance (“Reformulated Covered Products”).  
14 By entering into this Consent Judgment, the Parties do not intend to expand or restrict any  
15 obligations or responsibilities that may be imposed upon Shelby by laws other than Proposition  
16 65, nor do the Parties intend this Consent Judgment to affect any defenses available to Shelby  
17 under such other laws.

18            **3.2     Vendor Notification Requirement.**

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

25     **4.     MONETARY PAYMENTS**

26            In settlement of all the claims referred to in this Consent Judgment, Shelby shall pay a  
27 total of \$40,000.00 in civil penalties in accordance with this Section. Each penalty payment will  
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1 be allocated in accordance with California Health & Safety Code § 25249.12(c)(1) & (d), with  
2 75% of the funds remitted to the California Office of Environmental Health Hazard Assessment  
3 (“OEHHA”) and the remaining 25% of the penalty remitted to Held, as follows:

4 **4.1 Initial Civil Penalty Payment Pursuant to Health & Safety Code §**  
5 **25249.7(b).**

6 Shelby shall pay an initial civil penalty in the amount of \$10,000.00 on or before March  
7 1, 2014. Shelby shall issue two separate checks to: (a) OEHHA, in the amount of \$7,500.00; and  
8 (b) “The Chanler Group in Trust for Anthony E. Held, PhD., P.E.” in the amount of \$2,500.00.  
9 All penalty payments shall be delivered to the addresses listed in Section 4.4.1 below.

10 **4.2 Final Civil Penalty Pursuant to Health & Safety Code §25249.7(b).**

11 Shelby shall pay a final civil penalty in the amount \$30,000.00 on or before June 15,  
12 2014. The final civil penalty shall be waived in its entirety, if, on or before June 1, 2014, an  
13 Officer of Shelby certifies in writing that it, from and after March 1, 2014, has manufactured for  
14 sale in California only Reformulated Covered Products and that it will continue to manufacture,  
15 distribute, sell and offer for sale in California only Reformulated Covered Products. Such  
16 certification must be received by The Chanler Group on or before June 1, 2014. The  
17 certification in lieu of paying the final civil penalty provided by this Section is a material term,  
18 and time is of the essence. Unless waived, Shelby shall issue two separate checks for its final  
19 civil penalty payment to: (a) OEHHA, in the amount of \$22,500.00; and (b) “The Chanler Group  
20 in Trust for Anthony E. Held, PhD., P.E.” in the amount of \$7,500.00.

21 **4.3 Reimbursement of Plaintiff’s Fees and Costs.**

22 The Parties acknowledge that Held and his counsel offered to resolve this dispute without  
23 reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving the fee  
24 issue to be resolved after the material terms of the agreement had been settled. Shelby then  
25 expressed a desire to resolve the fee and cost issue shortly after the other settlement terms had  
26 been finalized. The Parties then attempted to (and did) reach an accord on the compensation due  
27 to Held and his counsel under general contract principles and the private attorney general  
28



1 doctrine codified at California Code of Civil Procedure section 1021.5, for all work performed  
2 (and to be performed) in this matter, except fees that may be incurred in connection with a third-  
3 party, including the Office of the Attorney General, appeal (if any). Under these legal principles,  
4 Shelby shall pay the amount of \$40,000.00 to reimburse Plaintiff's fees and costs incurred  
5 investigating, litigating and enforcing this matter, including the fees and costs incurred (and yet  
6 to be incurred) negotiating, drafting, and obtaining the Court's approval of this Consent  
7 Judgment in the public interest. This payment shall be made payable to The Chanler Group and  
8 shall be delivered to the address in Section 4.4.1(a) below.

9 **4.4 Payment Procedures.**

10 **4.4.1 Funds Held In Trust**

11 (a) All payments owed to Held, pursuant to Sections 4.1 through  
12 4.3, shall be delivered to the following payment address:

13 The Chanler Group  
14 Attn: Proposition 65 Controller  
15 2560 Ninth Street  
16 Parker Plaza, Suite 214  
17 Berkeley, CA 94710

18 (b) All payments owed to OEHHA (EIN: 68-0284486), pursuant to  
19 Sections 4.1 and 4.2, shall be delivered directly to OEHHA (Memo  
20 line "Prop 65 Penalties") at the following addresses:

21 For United States Postal Service Delivery:

22 Mike Gyurics  
23 Fiscal Operations Branch Chief  
24 Office of Environmental Health Hazard Assessment  
25 P.O. Box 4010  
26 Sacramento, CA 95812-4010

27 For Non-United States Postal Service Delivery:

28 Mike Gyurics  
Fiscal Operations Branch Chief  
Office of Environmental Health Hazard Assessment  
1001 I Street  
Sacramento, CA 95814

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

4 If for any reason this Consent Judgment is not entered by the Court within nine (9)  
5 months of February 20, 2014, Plaintiff shall meet and confer with Shelby about mutually  
6 agreeable steps the parties can take to ensure entry of the Consent Judgment. If such steps  
7 cannot be agreed between the Parties, Plaintiff shall return promptly any and all monies paid  
8 and held in trust herein under Sections 4.1, 4.2 (if not waived) and 4.3 upon Shelby's written  
9 request.

#### 10 4.4.2 Issuance of 1099 Forms

11 After each penalty payment, Shelby shall issue separate 1099 forms for each payment to  
12 Held, whose address and tax identification number shall be furnished upon request after this  
13 Consent Judgment has been fully executed by the Parties, and OEHHA at the addresses listed in  
14 Section 4.4.1 above.

### 15 5. CLAIMS COVERED AND RELEASED

16 5.1 Held, acting on behalf of himself and in the public interest, hereby releases  
17 Shelby, its parents, subsidiaries, affiliated entities that are under common ownership, directors,  
18 officers, employees, attorneys, shareholders ("Defendant Releasees"), and any of its  
19 downstream distributors, wholesalers, customers, retailers, franchisees, cooperative members,  
20 licensors, licensees, and any other person or entity to whom they directly or indirectly distribute  
21 or sell Covered Products ("Downstream Defendant Releasees"), from any alleged or actual  
22 violation of Proposition 65 that has been asserted by Held in the public interest in his Notice  
23 and Complaint regarding the alleged failure to warn about exposure to lead in Covered Products  
24 sold or distributed by Shelby prior to the Effective Date. Shelby's compliance with this  
25 Consent Judgment shall constitute compliance with Proposition 65 with respect to lead in  
26 Covered Products.

1           5.2     Held on behalf of himself, his past and current agents, representatives, attorneys,  
2 successors, and/or assignees, and in the interest of the general public, hereby waives all rights to  
3 institute or participate in, directly or indirectly, any form of legal action and releases all claims,  
4 including, without limitation, all actions, and causes of action, in law or in equity, suits,  
5 liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses (including,  
6 but not limited to, investigation fees, expert fees, and attorneys' fees) of any nature whatsoever,  
7 whether known or unknown, fixed or contingent (collectively "Claims"), against Shelby,  
8 Defendant Releasees, and Downstream Defendant Releasees arising from any violation of  
9 Proposition 65 regarding the failure to warn about exposure to lead in Covered Products sold or  
10 distributed prior to the Effective Date.

11           5.3     Held also, in his individual capacity only and *not* in his representative capacity,  
12 provides a general release herein which shall be effective as a full and final accord and  
13 satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees,  
14 damages, losses, claims, liabilities and demands of Held of any nature, character or kind, known  
15 or unknown, suspected or unsuspected, arising out of alleged exposure to any chemical listed  
16 under Proposition 65 from use of the Covered Products manufactured prior to the Effective Date.  
17 Held acknowledges that he is familiar with Section 1542 of the California Civil Code, which  
18 provides as follows:

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

24           Held, in his individual capacity only and *not* in his representative capacity, expressly waives and  
25 relinquishes any and all rights and benefits which he may have under, or which may be conferred  
26 on him by the provisions of Section 1542 of the California Civil Code as well as under any other  
27 state or federal statute or common law principle of similar effect, to the fullest extent that he may  
28 lawfully waive such rights or benefits pertaining to the released matters. In furtherance of such  
intention, the release hereby given shall be and remain in effect as a full and complete release

1 notwithstanding the discovery or existence of any such additional or different claims or facts  
2 arising out of the released matters.

3           The Parties further understand and agree that this release shall not extend upstream to  
4 any entities, other than Shelby, that manufactured the Covered Products or any component parts  
5 thereof, or any distributors or suppliers who sold the Covered Products or any component parts  
6 thereof to Shelby.

7           **5.4**     Shelby waives any and all Claims against Held, his attorneys, and other  
8 representatives for any and all actions taken or statements made (or those that could have been  
9 taken or made) by Held and his attorneys and other representatives, whether in the course of  
10 investigating claims or otherwise seeking enforcement of Proposition 65 against them in this  
11 matter, and/or with respect to the Covered Products.

12           **5.5**     Shelby also provides a general release herein which shall be effective as a full and  
13 final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses,  
14 attorneys' fees, damages, losses, claims, liabilities and demands of Shelby of any nature,  
15 character or kind, known or unknown, suspected or unsuspected, arising out of the subject matter  
16 of the Action. Shelby acknowledges that it is familiar with Section 1542 of the California Civil  
17 Code, which provides as follows:

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

23 Shelby expressly waives and relinquishes any and all rights and benefits which it may have  
24 under, or which may be conferred on it by, the provisions of Section 1542 of the California Civil  
25 Code, as well as under any other state or federal statute or common law principle of similar  
26 effect, to the fullest extent that it may lawfully waive such rights or benefits pertaining to the  
27 released matters. In furtherance of such intention, the release hereby given shall be and remain  
28 in effect as a full and complete release notwithstanding the discovery or existence of any such  
additional or different claims or facts arising out of the released matters.

1       **6.     COURT APPROVAL**

2           **6.1**     By this Consent Judgment and upon its approval, the Parties waive their right to a  
3 trial on the merits, and waive their rights to initiate appellate review of this Consent Judgment,  
4 and of any and all interim rulings, including all pleading, procedural, and discovery orders.

5           **6.2**     The parties acknowledge that, pursuant to California Health & Safety Code §  
6 25249.7, a noticed motion is required to obtain judicial approval of this Consent Judgment,  
7 which Held shall file and which Shelby shall support as reasonably necessary.

8           **6.3**     If this Consent Judgment is not approved by the Court: (a) this Consent Judgment  
9 and any and all prior agreements between the Parties merged herein shall terminate and become  
10 null and void, and the action shall revert to the status that existed prior to the execution date of  
11 this Consent Judgment; (b) no term of this Consent Judgment or any draft thereof, or of the  
12 negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall  
13 have any effect, nor shall any such matter be admissible in evidence for any purpose in this  
14 action, or in any other proceeding; and (c) the Parties agree to meet and confer to determine  
15 whether to modify the terms of the Consent Judgment and to resubmit it for approval.

16       **7.     GOVERNING LAW**

17           **7.1**     The terms of this Consent Judgment shall be governed by the laws of the State of  
18 California, and shall apply only to Covered Products offered for sale in the State of California.  
19 In the event that Proposition 65 is repealed or is otherwise rendered inapplicable by reason of  
20 law generally, or as to the Covered Products, then Shelby may provide written notice to Held of  
21 any asserted change in the law, and shall have no further obligations pursuant to this Consent  
22 Judgment with respect to, and to the extent that, the Covered Products are so affected.

23           **7.2**     The Parties, including their counsel, have participated in the preparation of this  
24 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This  
25 Consent Judgment was subject to revision and modification by the Parties and has been accepted  
26 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty  
27 or ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a  
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1 result of the manner of the preparation of this Consent Judgment. Each Party to this Consent  
2 Judgment agrees that any statute or rule of construction providing that ambiguities are to be  
3 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 **8. NOTICES**

6 **8.1** Unless specified herein, all correspondence and notices required to be provided  
7 pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (i)  
8 first-class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any  
9 Party by the other Party at the following addresses:

10 To Shelby:

11 Bruce Nye  
12 Adams, Nye Becht LLP  
13 222 Kearny Street, 7th Floor  
14 San Francisco, CA 94108-4521

15 To Held:

16 Proposition 65 Coordinator  
17 The Chanler Group  
18 2560 Ninth Street  
19 Parker Plaza, Suite 214  
20 Berkeley, CA 94710-2565

21 **8.2** Any Party, from time to time, may specify in writing to the other Party a change  
22 of address to which all notices and other communications shall be sent.

23 **9. MODIFICATION**

24 **9.1 Modification.** This Consent Judgment may be modified by written agreement of  
25 the Parties and upon entry of a modified Consent Judgment by the court, or by motion of any  
26 Party and entry of a modified Consent Judgment by the court.

27 **9.2 Subsequent Legislation.** If, subsequent to the Effective Date, legislation or  
28 regulation is adopted that addresses the lead content of Covered Products sold in California  
hereunder, any Party shall be entitled to request that the Court modify the reformulation standard  
in Section 3.1 of this Consent Judgment for good cause shown.

1           **9.3 Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment  
2 or to allege a violation thereof shall first attempt in good faith to meet and confer with the other  
3 Party prior to filing a motion to modify the Consent Judgment.

4           **10. ENTIRE AGREEMENT**

5           **10.1** This Consent Judgment contains the sole and entire agreement and understanding  
6 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,  
7 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein.  
8 No supplementation, modification, waiver, or termination of this Consent Judgment shall be  
9 binding unless executed in writing by the Party to be bound thereby. No waiver of any of the  
10 provisions of this Consent Judgment shall be deemed or shall constitute a waiver of any of the  
11 other provisions hereof whether or not similar, nor shall such waiver constitute a continuing  
12 waiver unless set forth in writing between the Parties.

13           **11. RETENTION OF JURISDICTION**

14           **11.1** This Court shall retain jurisdiction of this matter to implement or modify the  
15 Consent To Judgment and shall retain jurisdiction to enforce this Consent Judgment, or any  
16 provision thereof, under C.C.P. §664.6.

17           **12. COUNTERPARTS; FACSIMILE SIGNATURES**

18           **12.1** This Consent Judgment may be executed in counterparts and by facsimile or  
19 portable document format (pdf), each of which shall be deemed an original, and all of which,  
20 when taken together, shall constitute one and the same document.

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**13. AUTHORIZATION**

**13.1** 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: February 20, 2014

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

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

By: \_\_\_\_\_  
Defendant Shelby Group International, Inc.



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**13. AUTHORIZATION**

**13.1** 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.

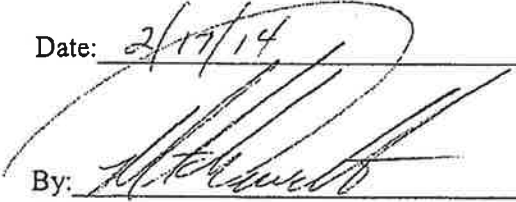
**AGREED TO:**

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

By: \_\_\_\_\_  
Plaintiff Anthony E. Held, PhD., P.E.

**AGREED TO:**

Date: 2/17/14

By:   
Defendant Shelby Group International, Inc.  
CEO