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DAVID H. YAMASAKI
Chief Executive Officer/Clerk
Superior Court of CA, County of Santa Clara
BY WJ DEPUTY

12
13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF SANTA CLARA
15 UNLIMITED CIVIL JURISDICTION

16 ANTHONY E. HELD, PH.D., P.E.,
17 Plaintiff,
18 v.
19 REMINGTON INDUSTRIES, INC.; *et al.*,
20 Defendants.

Case No.: 114CV267841

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

Date: January 15, 2015
Time: 9:00 a.m.
Dept.: 2
Judge: Hon. Patricia M. Lucas

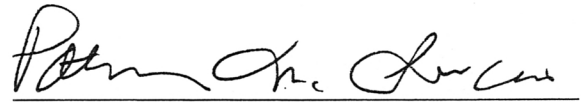
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In the above-entitled action, plaintiff Anthony E. Held, Ph.D., P.E. and defendant Remington Industries, Inc., having agreed through their respective counsel that Judgment be entered pursuant to the terms of their settlement agreement in the form of a Consent Judgment, and following this Court's issuance of an Order approving this Proposition 65 settlement and Consent Judgment on January 15, 2015:

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

IT IS SO ORDERED.

Dated: 2/2/15



JUDGE OF THE SUPERIOR COURT
Patricia Lucas

1 Clifford A. Chanler, State Bar No. 135534
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9 Attorneys for Plaintiff
10 ANTHONY E. HELD, Ph.D.

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF SANTA CLARA
13 UNLIMITED CIVIL JURISDICTION

14 ANTHONY E. HELD, PH.D.,

15 Plaintiff,

16 v.

17 REMINGTON INDUSTRIES, INC. and
18 DOES 1-150, inclusive,

19 Defendants.

Case No. 114CV267841

[PROPOSED] CONSENT JUDGMENT

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CONSENT JUDGMENT

1 **1. INTRODUCTION**

2 **1.1 Anthony E. Held, Ph.D., P.E. and Remington Industries, Inc.**

3 This Consent Judgment is entered into by and between plaintiff, Anthony E. Held, Ph.D.,
4 P.E. ("Held" or "Plaintiff"), and defendant, Remington Industries, Inc. ("Remington" or
5 "Defendant") and with Held and Remington collectively referred to as the "Parties."

6 **1.2 Anthony E. Held, Ph.D., P.E.**

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

10 **1.3 Remington Industries, Inc.**

11 Remington employs ten or more individuals and is a person in the course of doing
12 business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California
13 Health & Safety Code § 25249.6 *et seq.* ("Proposition 65").

14 **1.4 General Allegations**

15 Held alleges that Remington has manufactured, distributed, offered for sale and/or sold in
16 the State of California, automobile seat organizers that expose users to lead without first
17 providing a "clear and reasonable warning" as required under Proposition 65. In addition to lead,
18 the following phthalate chemicals, di(2ethylhexyl)phthalate ("DEHP"), butyl benzyl phthalate
19 ("BBP"), and Di-n-butyl phthalate ("DBP"), are typically present in vinyl or PVC material used,
20 among other things, for automobile seat organizers, and which are listed under Proposition 65 as
21 chemicals known to cause birth defects and other reproductive harm.¹ Lead, DEHP, BBP, and
22 DBP are collectively referred to herein as "Listed Chemicals."

23 **1.5 Product Description**

24 The products that are covered by this Consent Judgment are automobile seat organizers
25 containing lead that are manufactured, sold and/or distributed for sale in California by Remington,
26

27 ¹ Lead and DEHP are also listed under Proposition 65 as carcinogens, but the safe harbor levels set by the State of
28 California for cancer effects are above those for reproductive harm such that the latter are more protective of the
public health and are being used by the Parties here.

1 including, but not limited to, the *Rubbermaid Auto Mobile Seat Organizer*, #032813, UPC #0
2 31673 33102 3), (collectively "Products").

3 **1.6 Notice of Violation**

4 On April 30, 2014, Held served Remington, others and various public enforcement
5 agencies with documents entitled "60-Day Notice of Violation" ("Notice") that provided the
6 recipients with notice that Remington was in violation of California Health & Safety Code §
7 25249.6 for failing to warn consumers in California of exposures to lead from the Products.

8 **1.7 Complaint**

9 On July 11, 2014, Held filed a complaint in the Superior Court in and for the County of
10 Santa Clara against Remington and Does 1 through 150, *Held v. Remington Industries, Inc., et al.*,
11 Case No. 114CV267841 (the "Action"), alleging violations of California Health & Safety Code
12 § 25249.6, based on the alleged exposures to lead in the State of California arising from the
13 Products.

14 **1.8 No Admission**

15 This Consent Judgment resolves claims that are denied and disputed by Remington. The
16 Parties enter into this Consent Judgment pursuant to a full and final settlement of any and all
17 claims between the Parties related to the Products up through the Effective Date, as defined in
18 Section 1.10 below, for purpose of avoiding prolonged litigation. Remington denies the material,
19 factual, and legal allegations contained in the Notice and Complaint and maintains that all of the
20 products it has manufactured, distributed, and/or sold in California, including the Products, have
21 been, and are, in compliance with all laws. Nothing in this Consent Judgment shall be construed
22 as an admission by Remington of any fact, finding, conclusion of law, issue of law, or violation of
23 law, nor shall compliance with this Consent Judgment constitute or be construed as an admission
24 by Remington of any fact, finding, conclusion of law, issue of law, or violation of law, the same
25 being specifically denied by Remington. However, this Section shall not diminish or otherwise
26 affect the Parties' obligations, responsibilities, and/or duties under this Consent Judgment.

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1.9 Consent to Jurisdiction

For purposes of this Consent Judgment only, the Parties stipulate that this Court has jurisdiction over Remington as to the allegations contained in the Complaint, that venue is proper in the County of Santa Clara, and that this Court has jurisdiction to enter and enforce the provisions of this Consent Judgment.

1.10 Effective Date

For purposes of this Consent Judgment, the term "Execution Date" shall mean the date on which this Consent Judgment is fully executed by the Parties and the term the "Effective Date" shall mean the date on which this Consent Judgment is approved and entered by the Court, including by means of any tentative ruling which is not contested.

2. INJUNCTIVE RELIEF; REFORMULATION OR WARNINGS

2.1 Reformulation Standards

"Reformulated Products" are defined as those Products that are Lead Free and Phthalate Free. For purposes of this Consent Judgment, "Lead Free" shall mean Products that yield less than 100 parts per million ("ppm") lead when analyzed pursuant to U.S. Environmental Protection Agency ("EPA") testing methodologies 3050B and 6010B, or equivalent methodologies utilized by federal or state agencies for the purpose of determining lead content in a solid substance and which yield no more than 1.0 micrograms of lead when analyzed pursuant to NIOSH Test Method 9100 performed on any accessible component (i.e., any component part that may be handled, touched or mouthed during the reasonably foreseeable use or misuse by a consumer). Additionally, for purposes of this Consent Judgment, "Phthalate Free" shall mean Products that yield less than or equal to 1,000 parts per million ("ppm") each of DEHP, BBP, and DBP, when analyzed pursuant to EPA testing methodologies 3580A and 8270C or equivalent methodologies utilized by federal or state agencies for the purpose of determining phthalate content in a solid substance.

1 **2.2 Reformulation or Warning Commitment**

2 As of the Effective Date, all Products manufactured or caused to be manufactured by
3 Remington shall either be Phthalate Free and Lead Free, or shall carry Proposition 65 warnings as
4 specified in Section 2.3 below.

5 **2.3 Product Warnings**

6 Remington shall provide clear and reasonable warnings for all Products manufactured as
7 of the Effective Date, as set forth in subsections 2.3(a) and (b), to the extent that the Products
8 manufactured do not qualify as Reformulated Products. Each warning shall be prominently
9 placed with such conspicuousness as compared with other words, statements, designs, or devices
10 as to render it likely to be read and understood by an ordinary individual under customary
11 conditions before purchase or use. Each warning shall be provided in a manner such that the
12 consumer or user understands to which *specific* Product the warning applies, so as to minimize
13 the risk of consumer confusion.

14 (a) **Product Labeling.** If required under this Section 2.3, Remington shall
15 affix a warning to reflect the presence of one or more of the Listed Chemicals to the packaging,
16 labeling, or directly on each Product provided for sale in retail outlets in California that states:
17 For Products that contain lead, the warning shall state:

18 **WARNING:** This product contains lead, a chemical known
19 to the State of California to cause cancer, and
20 birth defects and other reproductive harm.

21 For Products that also contain other Listed Chemicals, the warning shall state:

22 **WARNING:** This product contains lead and other
23 chemicals known to the State of California to
24 cause cancer, and birth defects and other
reproductive harm.²

25 ² Remington may modify the above warning language to the extent that a Product meets the Lead Free or Phthalate
26 Free standards set forth in Section 2.1 above so as to more accurately reflect only the Listed Chemicals for which the
27 warning is being given. In addition, alternative warning language that meets the current requirements of 27 CCR §
28 25601 et seq. may also continue to be used until a Product's artwork is next updated if Remington had begun to
update it for a Product prior to the Effective Date. A copy of said alternative warning shall be provided to counsel to
Held upon request. If Held reasonably contends that the alternative warning does not comply with 27 CCR § 25601
et seq., then the language must thereafter be modified in accordance with the above.

1 (b) **Mail Order Catalog and Internet Sales.** In the event that Remington sells
2 Products via mail order catalog and/or the internet to consumers located in California after the
3 Effective Date that are not Reformulated Products, Remington shall provide warnings to reflect
4 the presence of one or more Listed Chemicals for such Products sold by Remington via mail order
5 catalog or the internet to California residents. Warnings given in the mail order catalog or on the
6 internet shall identify the *specific* Product to which the warning applies as further specified in
7 Sections 2.3(b)(i) and (ii).

8 (i) **Mail Order Catalog Warning.** Any warning provided by Remington in a
9 mail order catalog shall be in the same type size or larger than the Product description text within
10 the catalog. The following warning shall be provided on the same page and in the same location
11 as the display and/or description of the Product:

12 For Products that contain lead, the warning shall state:

13 **WARNING:** This product contains lead, a chemical known
14 to the State of California to cause cancer, and
15 birth defects and other reproductive harm.

16 For Products that also contain other Listed Chemicals, the warning shall state:

17 **WARNING:** This product contains lead and other
18 chemicals known to the State of California to
19 cause cancer, and birth defects and other
20 reproductive harm State of California to cause
21 cancer, and birth defects and other
22 reproductive harm.³

23 Where it is impracticable to provide the warning on the same page and in the same
24 location as the display and/or description of the Product, Remington may utilize a designated
25 symbol to cross reference the applicable warning and shall define the term "designated symbol"
26 with the following language, on the inside of the front cover of the catalog or on the same page as
27 any order form for the Product(s):

28 ³ The terms contained in footnote 2 apply to this and the warning statements shown below as well.

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For Products that contain lead, the warning shall state:

WARNING: Products identified on this page with the following symbol ▼ contain lead, a chemical known to the State of California to cause cancer, and birth defects and other reproductive harm.

For Products that also contain other Listed Chemicals, the warning shall state:

WARNING: Products identified on this page with the following symbol ▼ contain lead and other chemicals known to the State of California to cause cancer, and birth defects and other reproductive harm.

The designated symbol must appear on the same page and in close proximity to the display and/or description of the Product. On each page where the designated symbol appears, Remington must provide a header or footer directing the consumer to the warning language and definition of the designated symbol.

(ii) **Internet Website Warning.** A warning shall be given in conjunction with the sale of the Products to California consumers by Remington via the internet, which warning shall appear either: (a) on the same web page on which a Product is displayed; (b) on the same web page as the order form for a Product; (c) on the same page as the price for any Product; or (d) on one or more web pages displayed to a purchaser during the checkout process. The following warning statement shall be used and shall appear in any of the above instances adjacent to or immediately following the display, description, or price of the Product for which it is given in the same type size or larger than the Product description text:

For Products that contain lead, the warning shall state:

WARNING: This product contains lead, a chemical known to the State of California to cause cancer, and birth defects and other reproductive harm.

For Products that also contain other Listed Chemicals, the warning shall state:

WARNING: This product contains lead and other chemicals known to the State of California to cause cancer, and birth defects and other reproductive harm.

1 Alternatively, the designated symbol may appear adjacent to or immediately following the
2 display, description, or price of the Product for which a warning is being given, provided that the
3 following warning statement also appears elsewhere on the same web page, as follows:

4 For Products that contain lead, the warning shall state:

5 **WARNING:** Products identified on this page with the
6 following symbol ▼ contain lead, a
7 chemical known to the State of California
8 to cause cancer, and birth defects and other
9 reproductive harm.

8 For Products that also contain other Listed Chemicals, the warning shall state:

9 **WARNING:** Products identified on this page with the
10 following symbol ▼ contain lead and
11 other chemicals known to the State of
12 California to cause cancer, and birth
13 defects and other reproductive harm.

12 3. MONETARY PAYMENTS

13 3.1 Penalties Pursuant to Health & Safety Code §25249.7(b)

14 In settlement of the claims covered by this Consent Judgment, Remington has been
15 assessed civil penalties in the amount of \$30,000 in civil penalties in accordance with this
16 Section. Each penalty payment will be allocated in accordance with California Health & Safety
17 Code § 25249.12(c)(1) & (d), with 75% of the funds remitted to the California Office of
18 Environmental Health Hazard Assessment ("OEHHHA") and the remaining 25% of the penalty
19 remitted to Held. Each penalty payment shall be made within two business days of the date it is
20 due and be delivered to the addresses listed in Section 3.3 below.

21 3.1.1 Initial Civil Penalty

22 Remington shall, within five days of the Execution Date, issue a check for its initial civil
23 penalty payment in the amount of \$10,000 to the "Morrison & Foerster LLP Client Trust".
24 Counsel for Remington shall provide The Chanler Group with written confirmation within five
25 days of receipt that the funds have been deposited in said trust account. Within five days of the
26 date that this Consent Judgment is approved by the Court, counsel for Remington shall assure that
27 the trustee issues two separate checks for the initial civil penalty payment to: (a) "OEHHHA" in the
28 amount of \$7,500; and (b) "Anthony E. Held, Client Trust Account" in the amount of \$2,500.

1 Said initial civil penalties have been reduced by \$10,000 due to Remington's cooperation in this
2 matter, its volunteering to include DEHP, DBP, and BBP as Listed Chemicals subject to the terms
3 of this Consent Judgment, and testing results indicating that the level of lead in the Products was,
4 while above the level for which most recent Proposition 65 consent judgments have required
5 warnings, relatively modest relative to most other consumer products for which Held has
6 previously brought enforcement actions.

7 **3.1.2 Final Civil Penalty**

8 Remington shall, if this Consent Judgment is approved by the Court, make a final civil
9 penalty payment of \$20,000 to be apportioned in accordance with Health & Safety Code section
10 25249.12, subdivisions (c)(1) and (d), with 75% of these funds earmarked for OEHHA and the
11 remaining 25% of these penalty monies earmarked for Held. This second civil penalty shall be
12 waived in its entirety, however, if Remington certifies in writing to Held on or before July 15,
13 2015, that all of the Products then and thereafter manufactured for sale in California are Lead
14 Free. To the extent the second penalty payment is not waived, Remington shall, by August 1,
15 2015, issue two separate checks for the second penalty payment: (a) one check made payable to
16 "OEHHA" in the amount of \$15,000; and (b) one check to "The Chanler Group in Trust for
17 Anthony Held" in the amount of \$5,000.

18 **3.2 Reimbursement of Plaintiff's Fees and Costs**

19 The Parties acknowledge that Held and his counsel offered to resolve this dispute without
20 reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving this fee
21 issue to be resolved after the material terms of the agreement had been settled. Remington then
22 expressed a desire to resolve the fee and cost issue shortly after the other settlement terms had
23 been finalized. The Parties then attempted to (and did) reach an accord on the compensation due
24 to Held and his counsel under general contract principles and the private attorney general
25 doctrine, for all work performed through the mutual execution of this agreement, except fees that
26 may be incurred on appeal. Under these legal principles, Remington shall reimburse Held's
27 counsel for fees and costs incurred as a result of investigating, bringing this matter to their
28 attention, and negotiating a settlement and obtaining approval and entry of this Consent

1 Judgment. Remington shall pay Held and his counsel \$39,750 for all attorneys' fees, expert and
2 investigation fees, and related costs, including the fees and costs associated with negotiating,
3 drafting, obtaining the court's consent of, and implementing the provisions of this Consent
4 Judgment. Remington shall, within five days of the mutual execution of this Consent Judgment
5 by the Parties, issue a check payable to the "Morrison & Foerster LLP Client Trust" in the amount
6 of \$39,750 to be held in trust for The Chanler Group pending the Court's approval of this Consent
7 Judgment. Counsel for Remington shall provide The Chanler Group with written confirmation
8 within five days of receipt that the funds have been deposited in said trust account. Within five
9 calendar days of the date this Consent Judgment is approved by the Court, counsel for Remington
10 shall ensure that the trustee issues a check payable to "The Chanler Group" and sends it to the
11 address found in Section 3.3.1(a) below.

12 **3.3 Payment Procedures**

13 **3.3.1. Issuance of Payments.** Payments shall be delivered as follows:

14 (a) All payments owed to Held and his counsel, pursuant to Sections 3.1
15 through 3.2, shall be delivered to the following payment address:

16 The Chanler Group
17 Attn: Proposition 65 Controller
18 2560 Ninth Street
19 Parker Plaza, Suite 214
Berkeley, CA 94710

20 (b) All payments owed to OEHHHA, pursuant to Sections 3.1 through 3.2,
21 shall be delivered directly to OEHHHA (Memo line "Prop 65
22 Penalties") at the following addresses:

23 For United States Postal Service Delivery:

24 Mike Gyurics
25 Fiscal Operations Branch Chief
26 Office of Environmental Health Hazard Assessment
P.O. Box 4010
27 Sacramento, CA 95812-4010
28

1 For Non-United States Postal Service Delivery:

2 Mike Gyurics
3 Fiscal Operations Branch Chief
4 Office of Environmental Health Hazard Assessment
5 1001 I Street
6 Sacramento, CA 95814

7 With a copy of the checks payable to OEHHA mailed to The Chanler
8 Group at the address set forth above in 3.3.1(a), as proof of payment to
9 OEHHA.

10 **4. CLAIMS COVERED AND RELEASED**

11 **4.1 Plaintiff's Public Release of Proposition 65 Claims**

12 In consideration of the promises and commitments by Remington herein contained, Held
13 on behalf of himself and in the public interest, hereby releases Remington; all of its parents,
14 subsidiaries, affiliated entities under common ownership, directors, officers, employees, and
15 attorneys ("Releasees"); its licensor, Newell Rubbermaid, Inc. ("Licensor"); and each entity to
16 whom Remington or its Releasees directly or indirectly distribute or sell the Products including,
17 but not limited to, their downstream distributors, wholesalers, customers, retailers (including
18 Wal-Mart Stores Inc.), franchisers, and cooperative members ("Downstream Releasees") for any
19 violations arising under Proposition 65 for unwarned exposures to lead from the Products sold
20 by Remington prior to the Effective Date, as set forth in the Notice. The Parties understand and
21 agree that this release shall not extend to entities that manufactured the Products or any
22 component parts thereof. Compliance with the terms of this Consent Judgment constitutes
23 compliance with Proposition 65 with respect to exposures to lead in the Products.

24 **4.2 Plaintiff's Private Release of Claims**

25 Held, on behalf of himself and *not* in his representative capacity, also provides a release to
26 Remington, its Releasees, its Licensor and the Downstream Releasees as to Proposition 65 claims
27 arising up to the Effective Date relating to lead, DEHP, BBP, or DBP in the Products. The Parties
28 understand and agree that these further releases are not being given on behalf of the public
interest; however, compliance with the terms of Section 2 of this Consent Judgment shall

1 constitute compliance with the Court's continuing injunction with respect to the application of
2 Proposition 65 to the Listed Chemicals in Products, including as to DEHP, DBP, and BBP.

3 **4.3 Defendant's Release of Held**

4 Remington on behalf of itself, its past and current agents, representatives, attorneys,
5 successors, and/or assignees, hereby waives any and all claims against Held, his attorneys and
6 other representatives, for any and all actions taken or statements made (or those that could have
7 been taken or made) by Plaintiff and his attorneys and other representatives, whether in the
8 course of investigating the claims made in this matter or otherwise seeking to enforce
9 Proposition 65 with respect to the Products.

10 **5. SEVERABILITY**

11 If, subsequent to the Court's approval of this Consent Judgment, any of the provisions
12 contained herein are held by a court to be unenforceable, the validity of the enforceable provisions
13 remaining shall not be adversely affected unless the Court finds that any unenforceable provision
14 is not severable from the remainder of the Consent Judgment.

15 **6. COURT APPROVAL**

16 This Consent Judgment is not effective until it is approved and entered by the Court and
17 shall be null and void if, for any reason, it is not approved and entered by the Court within twelve
18 months of it being fully executed by the Parties.

19 **7. GOVERNING LAW**

20 The terms of this Consent Judgment shall be governed by the laws of the State of
21 California and apply within the State of California. In the event that Proposition 65 is repealed or
22 is otherwise rendered inapplicable by reason of law generally, or as to the Products, then
23 Remington shall provide written notice to Held of any asserted change in the law, and shall have
24 no further obligations pursuant to this Consent Judgment with respect to, and to the extent that,
25 the Products are so affected. Nothing in this Consent Judgment shall be interpreted to relieve
26 Remington from any obligation to comply with any other pertinent state or federal law.

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1 **8. NOTICE**

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

6 To Remington:

7 Bob Lockaby
8 General Counsel & Assistant Secretary
9 Remington Industries, Inc.
8822 Production Lane, Suite 101
Ooltewah, TN 37363

10 With copy to:

11 Robert Falk
12 Morrison & Foerster
425 Market Street, 32nd Floor
13 San Francisco, CA 94105

14 To Held:

15 The Chanler Group
16 Attn: Proposition 65 Coordinator
2560 Ninth Street
17 Parker Plaza, Suite 214
Berkeley, CA 94710-2565

18 Any party may modify the person and/or address to which notice is to be sent by informing each
19 other party of its intent by certified mail and/or other verifiable form of written communication.

20 **9. MODIFICATION**

21 This Consent Judgment may be modified only: (1) by written agreement of the Parties
22 and upon entry of a modified Consent Judgment by the Court thereon; or (2) upon a successful
23 motion of any party and entry of a modified Consent Judgment by the Court. In the event that
24 Remington wishes to seek a modification of this Consent Judgment, counsel for Held shall work
25 in good faith with Remington's counsel to attempt to reach an agreement on seeking such a
26 modification within a reasonable time and at reasonable additional expense to Remington. Any
27 modification proposed pursuant to this paragraph shall be submitted to the Office of the
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1 California Attorney General at least twenty-one days prior to the Court's potential action to
2 approve it unless the Office of the Attorney General agrees to a shorter time.

3 **10. ADDITIONAL POST-EXECUTION ACTIVITIES**

4 Held agrees to comply with the reporting form requirements referenced in California
5 Health & Safety Code §25249.7(f). The Parties further acknowledge that, pursuant to Health &
6 Safety Code §25249.7(f)(4), a noticed motion is required to obtain judicial approval of this
7 Consent Judgment. In furtherance of obtaining approval of this Consent Judgment, Held and
8 Remington and their respective counsel agree to mutually employ their best efforts to support the
9 entry of this agreement as a Consent Judgment and obtain approval of the Consent Judgment by
10 the Court in a timely manner. For purposes of this paragraph, "best efforts" shall include, at a
11 minimum, cooperating on the drafting and filing any papers in support of the required motion for
12 judicial approval, on which Held's counsel shall take the lead role. If any third party objection to
13 the noticed motion is filed, Held and Remington shall work together to file a joint reply and
14 appear at any hearing before the Court. This provision is a material component of the Consent
15 Judgment and shall be treated as such in the event of a breach.

16 **11. ENTIRE AGREEMENT**

17 This Consent Judgment contains the sole and entire agreement and understanding of the
18 Parties. No representations, oral or otherwise, express or implied, other than those contained
19 herein, have been made by any party hereto. No other agreements shall be deemed to exist or to
20 bind any of the parties.

21 **12. COUNTERPARTS, FACSIMILE SIGNATURES**

22 This Consent Judgment may be executed in counterparts and by facsimile or portable
23 document format (PDF) signature, each of which shall be deemed an original, and all of which,
24 when taken together, shall constitute one and the same documents.
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1 **13. AUTHORIZATION**

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

5
6 **AGREED TO:**

AGREED TO:

7
8 Date: August 25, 2014

Date: 8-25-14

9
10 By: *Anthony E. Held*
11 **Anthony E. Held, Ph.D., P.E.**

By: *[Signature]*
Tim Parkes, P.E.O.
Remington Industries, Inc.

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