

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Clifford A. Chanler, State Bar No. 135534  
Warren M. Klein, State Bar No. 303958  
THE CHANLER GROUP  
2560 Ninth Street  
Parker Plaza, Suite 214  
Berkeley, CA 94710-2565  
Telephone: (510) 848-8880  
Facsimile: (510) 848-8118  
cliff@chanler.com  
warren@chanler.com

Attorneys for Plaintiff  
RUSSELL BRIMER

(ENDORSED)  
FILED

FEB -7 2017

CLERK OF THE COURT  
SUPERIOR COURT OF CA  
COUNTY OF SANTA CLARA  
BY \_\_\_\_\_ DEPUTY

T. NGO

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA  
UNLIMITED CIVIL JURISDICTION

RUSSELL BRIMER,  
  
Plaintiff,  
  
v.  
  
KALTEX NORTH AMERICA, INC., *et al.*,  
  
Defendants.

Case No. 16CV302093

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

Date: February 7, 2017  
Time: 9:00 a.m.  
Dept.: 3  
Judge: Hon. William Elfving

1 Plaintiff Russell Brimer and Defendants Kaltex North America, Inc. and Revman  
2 International, Inc., having agreed through their respective counsel that judgment be entered  
3 pursuant to the terms of their settlement agreement in the form of a consent judgment, and  
4 following this Court's issuance of an order approving their Proposition 65 settlement and  
5 Consent Judgment,

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

11  
12 **IT IS SO ORDERED.**

13  
14  
15 Dated: FEB - 7 2017

16 WILLIAM J. ELEVING  
17 JUDGE OF THE SUPERIOR COURT  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

# **EXHIBIT 1**

1 Josh Voorhees, State Bar No. 241436  
2 Warren M. Klein, State Bar No. 303958  
3 THE CHANLER GROUP  
4 2560 Ninth Street  
5 Parker Plaza, Suite 214  
6 Berkeley, CA 94710-2565  
7 Telephone: (510) 848-8880  
8 Facsimile: (510) 848-8118

9 Attorneys for Plaintiff  
10 RUSSELL BRIMER

11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA  
UNLIMITED CIVIL JURISDICTION

RUSSELL BRIMER,

Plaintiff,

v.

KALTEX NORTH AMERICA, INC.,  
REVMAN INTERNATIONAL, INC., *et al.*

Defendants.

Case No. 16CV302093

**[PROPOSED] CONSENT JUDGMENT**

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

1 **1. INTRODUCTION**

2 **1.1 Parties**

3 This Consent Judgment is entered into by and between plaintiff Russell Brimer (“Brimer”),  
4 and defendants Kaltex North America, Inc. and Revman International, Inc. (“Defendants”), with  
5 Brimer and Defendants each individually referred to as a “Party” and collectively as the “Parties.”

6 **1.2 Plaintiff**

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

10 **1.3 Defendant**

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

14 **1.4 General Allegations**

15 Brimer alleges that Defendants manufacture, import, sell, or distribute for sale in California,  
16 tumblers with exterior designs that contain lead without providing clear and reasonable warnings  
17 under Proposition 65. Lead is listed pursuant to Proposition 65, by the Office of Environmental  
18 Health Hazard Assessment (“OEHHA”) as a chemical known to the State of California to cause  
19 cancer, birth defects or other reproductive harm.

20 **1.5 Product Description**

21 The products covered by this Consent Judgment are certain tumblers with exterior designs  
22 containing lead and available for sale in California including, but not limited to, *Laura Ashley*  
23 *Eleanora G/C Tumbler, SKU 197052, #1485333, UPC #8 83892 270664*, hereinafter the “Covered  
24 Products”.

25 **1.6 Notice of Violation**

26 On or about January 29, 2016, Brimer served Defendants, and certain requisite public  
27 enforcement agencies with a “60-Day Notice of Violation” (“Notice”) alleging that Defendants

1 violated Proposition 65 by failing to warn its customers and consumers in California that the Covered  
2 Products expose users to lead. To the best of the Parties' knowledge, no public enforcer has  
3 commenced and is diligently prosecuting the allegations set forth in the Notice.

4 **1.7 Complaint**

5 On October 31, 2016 Brimer filed the instant action ("Complaint") naming Defendants as  
6 defendants for the alleged violations of Health and Safety Code §25249.6 that are the subject of the  
7 Notice.

8 **1.8 No Admission**

9 Defendants deny the material, factual, and legal allegations contained in the Notice and  
10 Complaint, and maintain that, to the best of their knowledge, based on testing in the normal course of  
11 business, its products that are or have been sold and distributed for sale in California, including the  
12 Covered Products, have been, and are, in compliance with all laws. Nothing in this Consent  
13 Judgment shall be construed as an admission of any fact, finding, conclusion of law, issue of law, or  
14 violation of law, nor shall compliance with this Consent Judgment constitute or be construed as an  
15 admission of any fact, finding, conclusion of law, issue of law, or violation of law. This Section shall  
16 not, however, diminish or otherwise affect Defendants' obligations, responsibilities, and duties under  
17 this Consent Judgment.

18 **1.9 Jurisdiction**

19 For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
20 jurisdiction over Defendants as to the allegations contained in the Complaint, that venue is proper in  
21 the County of Santa Clara and that the Court has jurisdiction to enter and enforce the provisions of  
22 this Consent Judgment pursuant to Proposition 65 and Code of Civil Procedure §664.6.

23 **1.10 Effective Date**

24 For purposes of this Consent Judgment, the term "Effective Date" means the date on which  
25 Brimer's counsel provides written notice to Defendant's counsel that the Motion to Approve the  
26 Consent Judgment has been granted and entered by the Court.

27  
28

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

2 Commencing sixty (60) days after the Effective Date, and continuing thereafter, Covered  
3 Products which the Defendant manufactures for sale in California shall either: (a) be Reformulated  
4 Products pursuant to the definition that follows; or (b) have a clear and reasonable warning pursuant  
5 to Section 2.2.

6 **2.1 Reformulated Covered Products**

7 “Reformulated Products” are defined as those Covered Products containing a maximum of 90  
8 parts per million of lead by weight in any accessible component (i.e., any component that can be  
9 touched or handled during reasonably a foreseeable use, such as exterior decorations) when analyzed  
10 pursuant to Environmental Protection Agency testing methodologies 3050B and/or 6010B, *and* that  
11 yield a result of less than 1.0 micrograms of lead when analyzed pursuant to the NIOSH 9100 testing  
12 protocol as applied to exterior decorations of the Covered Products. In addition, Reformulated  
13 Products shall yield a result of no detectable lead in the “Lip and Rim Area”, when analyzed  
14 according to any test methodology appropriate under Proposition 65. “Lip and Rim Area” is defined  
15 as the exterior top 20 millimeters of a Covered Product.

16 **2.2 Product Warnings**

17 Commencing on the Effective Date, Defendants shall provide clear and reasonable warnings  
18 for all Covered Products as set forth in subsections 2.2(a) and (b) for all products that do not currently  
19 have warnings and that do not qualify as Reformulated Products. Each warning shall be prominently  
20 placed with such conspicuousness as compared with other words, statements, designs, or devices as  
21 to render it likely to be read and understood by an ordinary individual under customary conditions  
22 before use. Each warning shall be provided in a manner such that the consumer or user understands  
23 to which *specific* Product the warning applies, so as to minimize the risk of consumer confusion.

24 **(a) Retail Store Sales.**

25 **(i) Covered Product Labeling.** Defendants shall affix a warning to the  
26 packaging, labeling, or directly on each Covered Product provided for sale in retail outlets in  
27 California that states:

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

Or,

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

Or,

**WARNING:** This product can expose you to chemicals including lead, which is known to the State of California to cause cancer, and birth defects or other reproductive harm. For more information, go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

Or,

**WARNING:** Cancer and Reproductive Harm - [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

(ii) **Point-of-Sale Warnings.** Alternatively, Defendants may provide warning signs in the form below to its customers in California with instructions to post the warnings in close proximity to the point of display of the Covered Products. Such instruction sent to Defendants' customers shall be sent by certified mail, return receipt requested.

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

Or,

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

Or,

**WARNING:** This product can expose you to chemicals including lead, which is known to the State of California to cause cancer, and birth defects or other reproductive harm. For more information, go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).



1 Where more than one Product is sold in proximity to other like items or to those that do not  
2 require a warning (e.g., Reformulated Products as defined in Section 2.1), the following statement  
3 shall be used:<sup>1</sup>

4 **WARNING:** The following products contain lead, a chemical  
5 known to the State of California to cause birth defects  
6 and other reproductive harm:

7 *[list products for which warning is required]*

8 Or,

9 **WARNING:** The following products contain a chemical  
10 known to the State of California to cause cancer  
11 and birth defects and other reproductive harm.

12 *[list products for which warning is required]*

13 Or,

14 **WARNING:** The following products can expose you to chemicals including lead,  
15 which is known to the State of California to cause cancer, and birth  
16 defects or other reproductive harm. For more information, go to  
17 [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

18 *[list products for which warning is required]*

19 **(b) Mail Order Catalog and Internet Sales.** In the event that Defendants sell Covered  
20 Products via mail order catalog and/or the internet, to customers located in California, after the  
21 Effective Date, that are not Reformulated Products, Defendants shall provide warnings for such  
22 Covered Products sold via mail order catalog or the internet to California residents. Warnings given  
23 in the mail order catalog or on the internet shall identify the *specific* Covered Product to which the  
24 warning applies as further specified in Sections 2.2(b)(i) and (ii).

25 **(i) Mail Order Catalog Warning.** Any warning provided in a mail order catalog  
26 shall be in the same type size or larger than the Covered Product description text within the catalog.  
27 The following warning shall be provided on the same page and in the same location as the display

---

28 <sup>1</sup> For purposes of the Consent Judgment, "sold in proximity" shall mean that the Covered Product and another similar product are offered for sale close enough to each other that the consumer, under customary conditions of purchase, could not reasonably determine which of the two products is subject to the warning sign.

1 and/or description of the Covered Product:

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

5 Or,

6           **WARNING:** This product contains a chemical  
7    known to the State of California to cause cancer  
8    and birth defects and other reproductive harm.

9 Or,

10           **WARNING:** This product can expose you to chemicals including lead, which is  
11    known to the State of California to cause cancer, and birth defects or  
12    other reproductive harm. For more information, go to  
13    www.P65Warnings.ca.gov.

14           Where it is impracticable to provide the warning on the same page and in the same location as  
15           the display and/or description of the Covered Product, Defendants may utilize a designated symbol to  
16           cross reference the applicable warning and shall define the term “designated symbol” with the  
17           following language on the inside of the front cover of the catalog or on the same page as any order  
18           form for the Covered Product(s):

19           **WARNING:** Certain products identified with this symbol ▼  
20    and offered for sale in this catalog contain lead,  
21    a chemical known to the State of California to cause  
22    birth defects and other reproductive harm.

23 Or,

24           **WARNING:** Certain products identified with this symbol ▼  
25    and offered for sale in this catalog contain  
26    a chemical known to the State of California to cause  
27    cancer and birth defects and other reproductive harm.

28 Or,

**WARNING:** Certain products identified with this symbol ▼  
  and offered for sale in this catalog can expose you to chemicals  
  including lead, which is known to the State of California to cause  
  cancer, and birth defects or other reproductive harm. For more  
  information, go to www.P65Warnings.ca.gov.

          The designated symbol must appear on the same page and in close proximity to the display  
          and/or description of the Covered Product. On each page where the designated symbol appears, 6

1 Defendants must provide a header or footer directing the consumer to the warning language and  
2 definition of the designated symbol.

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

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

14           Or,

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

18           Or,

19                   **WARNING:** This product can expose you to chemicals including lead, which is  
20                                   known to the State of California to cause cancer, and birth defects or  
21                                   other reproductive harm. For more information, go to  
22                                   www.P65Warnings.ca.gov.

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

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

          Or,

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

1 Or,

2 **WARNING:** This product can expose you to chemicals including lead, which is  
3 known to the State of California to cause cancer, and birth defects or  
4 other reproductive harm. For more information, go to  
5 [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).<sup>1</sup>

6 **3. MONETARY SETTLEMENT TERMS**

7 **3.1 Civil Penalty Payments**

8 Pursuant to Health & Safety Code § 25249.7(b), in settlement of all the claims referred to in  
9 the Notice and this Consent Judgment, Defendants shall pay \$2,000 in civil penalties. The civil  
10 penalty payment shall be allocated according to Health and Safety Code §25249.12(c)(1) and (d),  
11 with seventy-five percent (75%) of the funds paid to the California Office of Environmental Health  
12 Hazard Assessment (“OEHHA”) by Brimer, and twenty-five percent (25%) of the funds remitted to  
13 Brimer. Defendants shall issue the payment in two checks for the following amounts made payable  
14 to: (a) “OEHHA” in the amount of \$1,500; and (b) “Russell Brimer, Client Trust Account” in the  
15 amount of \$500.

16 **3.2 Reimbursement of Attorney’s Fees and Costs**

17 The parties acknowledge that Brimer and his counsel offered to resolve this dispute without  
18 reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving the issue to  
19 be resolved after the material terms of this Consent Judgment had been settled. Defendants agree to  
20 pay Brimer’s counsel for an award of attorney fees, inclusive of all expenses and costs  
21 incurred as a result of investigating, bringing this matter to Defendants’ attention, litigating and  
22 negotiating and obtaining judicial approval of a settlement in the public interest, pursuant to  
23 Code of Civil Procedure § 1021.5, in an amount of \$20,000.00. Other than the payment  
24 required hereunder, each side is to bear its own attorneys’ fees and costs.

25 Defendants shall issue the payment by check made payable to “The Chanler Group.”

26 <sup>2</sup> At Defendants’ sole discretion, any warning provided pursuant to section 2.2 of this Consent  
27 Judgment may include a symbol consisting of a black exclamation point in a yellow equilateral  
28 triangle with a bold black outline or the symbol may be printed in black and white.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**3.3 Payments**

Defendants shall pay the civil penalty and attorney fees set forth in Sections 3.1 and 3.2 of this Consent Judgment within seven days of the Effective Date. In order to expedite the settlement of this claim, scanned copies that have been sent via email of the Motion to Approve the Consent Judgment that has been approved and entered by the Court will suffice as written notice for the purpose of determination of the Effective Date.

**3.4 Payment Address**

All payments required by this Consent Judgment shall be delivered to the following address:

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

**4. CLAIMS COVERED AND RELEASED**

**4.1 Brimer’s Public Release of Proposition 65 Claims**

This Consent Judgment is a full, final, and binding resolution between Brimer, acting on his own behalf and in the public interest, and Defendants and their parents, subsidiaries, affiliated entities under common ownership, directors, officers, employees, and attorneys (“Releasees”) and each entity to whom they directly or indirectly distribute or sell the Covered Products including, but not limited to, their downstream distributors, wholesalers, customers, retailers, franchisers, cooperative members, licensors and licensees (“Downstream Releasees”) for any violations arising under Proposition 65 for unwarned exposures to lead from Covered Products sold by Defendants prior to the Effective Date. Compliance with the terms of this Consent Judgment constitutes compliance with Proposition 65 with regard to the Covered Products.

**4.2 Brimer’s Individual Release of Claims**

In addition to the foregoing, Brimer, in his individual capacity only and *not* in his representative capacity, also provides a release to Defendants, Releasees, and Downstream Releasees

1 which shall be effective as a full and final accord and satisfaction, as a bar from any and all manners  
2 of actions, causes of action, claims, rights, suits, obligations, debts, contracts, agreements, promises,  
3 charges, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of  
4 Defendants of any nature whatsoever, character or kind, whether known or unknown, suspected or  
5 unsuspected, in law or equity, fixed or contingent, now or in the future, arising out of alleged or  
6 actual exposures to lead in the Covered Products sold or distributed for sale by Defendants before the  
7 Effective Date.

8 With respect to the foregoing waivers and releases in this paragraph, the Parties hereby  
9 specifically waive any and all rights and benefits which they now have, or in the future may have,  
10 conferred by virtue of the provisions of Section 1542 of the California Civil Code, which provides  
11 as follows:

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

18 **4.3 Defendants' Release of Brimer**

19 Defendants, on their own behalf, and on behalf of their past and current agents,  
20 representatives, attorneys, successors, and assignees, hereby waive any and all claims against Brimer  
21 and his attorneys and other representatives, for any and all actions taken or statements made by  
22 Brimer's claims, otherwise seeking to enforce Proposition 65 against it in this matter, or with respect  
23 to the Covered Products.

24 **5. COURT APPROVAL**

25 This Consent Judgment is not effective until it is approved and entered by the Court and shall  
26 be null and void if, for any reason, it is not approved and entered by the Court within one year after it  
27 has been fully executed by the Parties.

28 **6. INTEGRATION**

This Consent Judgment contains the sole and entire agreement of the Parties and any and all  
prior negotiations and understandings related hereto shall be deemed to have been merged within it.

1 No representation or terms of agreement other than those contained herein exist or have been made  
2 by any Party with respect to the other Party or the subject matter hereof.

3 **7. SEVERABILITY**

4 If, subsequent to the Court's approval and entry of this Consent Judgment as a judgment, any  
5 provision is held by a court to be unenforceable, the validity of the remaining provisions shall not be  
6 adversely affected.

7 **8. GOVERNING LAW**

8 The terms of this Consent Judgment shall be governed by the laws of the state of California  
9 and apply within the state of California. In the event that Proposition 65 is repealed, preempted, or is  
10 otherwise rendered inapplicable by reason of law generally, or as to the Covered Products,  
11 then Defendants may provide written notice to Brimer of any asserted change in the law, and shall  
12 have no further injunctive obligations pursuant to this Consent Judgment with respect to, and to the  
13 extent that, the Covered Products are so affected. Nothing in this Consent Judgment shall be  
14 interpreted to relieve Defendants from any obligation to comply with any pertinent state or federal  
15 toxics control laws.

16 **9. NOTICE**

17 Unless specified herein, all correspondence and notice required by this Consent Judgment  
18 shall be in writing and sent by: (i) personal delivery; (ii) first-class, registered, or certified mail,  
19 return receipt requested; (iii) validly addressed and sent email or (iv) a recognized overnight courier  
20 to the following addresses:

21 **Defendants**

22 Malcolm Weiss, Esq. and  
23 Vidya Venugopal  
24 Hunton & Williams LLP  
25 550 South Hope Street  
26 Suite 2000  
27 Los Angeles, CA 90071  
28 [Mweiss@hunton.com](mailto:Mweiss@hunton.com)  
[VVenugopal@hunton.com](mailto:VVenugopal@hunton.com)

**Brimer**

Proposition 65 Coordinator or  
Warren Klein  
The Chanler Group  
2560 Ninth Street  
Parker Plaza, Suite 214  
Berkeley, CA 94710-2565  
[Warren@chanler.com](mailto:Warren@chanler.com)

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

3 **10. COUNTERPARTS; FACSIMILE SIGNATURES**

4 This Consent Judgment may be executed in counterparts and by facsimile or portable  
5 document format (PDF) signature, each of which shall be deemed an original, and all of which, when  
6 taken together, shall constitute one and the same document.

7 **11. POST EXECUTION ACTIVITIES**

8 Brimer agrees to comply with the reporting form requirements referenced in Health and  
9 Safety Code section 25249.7(f). The Parties further acknowledge that, pursuant to Health and Safety  
10 Code section 25249.7(f), a noticed motion is required to obtain judicial approval of the settlement. In  
11 furtherance of obtaining such approval, the Parties agree to mutually employ their best efforts, and  
12 those of their counsel, to support the entry of this agreement as judgment, and to obtain judicial  
13 approval of their settlement in a timely manner. For purposes of this Section, "best efforts" shall  
14 include, at a minimum, cooperating on the drafting and filing of the necessary moving papers,  
15 supporting the motion, and appearing at the hearing before the Court.

16 **12. MODIFICATION**

17 This Consent Judgment may be modified only by: (i) a written agreement of the Parties and  
18 entry of a modified consent judgment by the Court; or (ii) a successful motion or application of any  
19 Party, and the entry of a modified consent judgment by the Court.

20 ///  
21 ///  
22 ///  
23 ///  
24 ///  
25 ///  
26 ///

27  
28




1 **13. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment and have read, understood,  
3 and agree to all of the terms and conditions contained herein

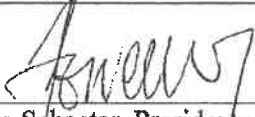
4 **AGREED TO:**

5  
6 Date: 11/2/2016

7  
8 By:   
9 Russell Brimer


**AGREED TO:**

Date: 11-2-2016

By:   
Hebe Schecter, President  
Kaltex North America, Inc.

**AGREED TO:**

11  
12 Date: 11/2/16

13  
14 By:   
15 Richard Roman, CEO  
16 Revman International, Inc.