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1 Evan J. Smith, Esquire (SBN 242352)
 2 Ryan P. Cardona, Esquire (SBN 302113)
 3 BRODSKY & SMITH, LLC
 9595 Wilshire Blvd., Ste. 900
 4 Beverly Hills, CA 90212
 Telephone: (877) 534-2590
 Facsimile: (310) 247-0160
 5 *Attorneys for Plaintiff*

FILED
ALAMEDA COUNTY

MAR - 7 2017

CLERK OF THE SUPERIOR COURT

By  Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

10 EMA BELL,
 11
 12 Plaintiff,
 vs.
 13 AQUA LUNG AMERICA, INC.,
 14 Defendant.

Case No. RG16843496

~~PROPOSED~~ CONSENT JUDGMENT

Judge: Stephen M. Pulido

Dept.: 16

Hearing Date: March 7, 2017

Hearing Time: 3:00 PM

Reservation #: R- 1813579

1 **1. Introduction**

2 1.1 On August 1, 2016, Ema Bell (“Bell”) served Aqua Lung America, Inc. (“Aqua
3 Lung”), The TJX Operating Companies, Inc., NBC Fourth Realty Corp. (collectively, “T.J.
4 Maxx”) and various public enforcement agencies with a document entitled “Notice of Violation
5 of California Health & Safety Code § 25249.6, *et seq.*” (the “Notice”). The Notice provided
6 Aqua Lung and such others, including public enforcers, with notice that alleged that Aqua Lung
7 was in violation of California Health & Safety Code § 25249.6 (“Proposition 65”), for failing to
8 warn consumers and customers that Aqua Lung, Aqua Lung Sport, U.S. Divers, Aqua Sphere and
9 MP branded sports bags manufactured, sold and/or distributed by Aqua Lung America under
10 various trade names in California¹ (the “Product” or “Products”) manufactured, sold and/or
11 distributed by Aqua Lung in California, exposed users in California to the chemical Di(2-
12 ethylhexyl) phthalate (DEHP) and the chemical Diisononyl Phthalate (DINP). No public enforcer
13 has diligently prosecuted the allegations set forth in the Notice.

14 1.2 On December 22, 2016, Bell filed a Complaint for Civil Penalties and Injunctive
15 Relief (“Complaint”) in Alameda County Superior Court, Case No. RG16843496, against Aqua
16 Lung alleging violations of Proposition 65.

17 1.3 Aqua Lung is a corporation that employs more than ten persons under California
18 Health and Safety Code §25249.6 and offered the Products for sale within the State of California.

19 1.4 Aqua Lung and Bell are collectively referred to herein as, the “Parties”.

20 1.5 Bell’s Complaint alleges, among other things, that Aqua Lung sold the Products in
21 California and/or to California citizens, that the Products contain DEHP and DINP, and that the
22 resulting exposure violated provisions of Proposition 65, by knowingly and intentionally
23 exposing persons to chemicals known to the State of California to cause both cancer and
24 reproductive toxicity without first providing a clear and reasonable warning to such individuals.

25 1.6 For purposes of this Consent Judgment only, the Parties stipulate that this Court
26 has jurisdiction over the allegations of violations contained in the Complaint and personal
27 jurisdiction over Aqua Lung as to the acts alleged in the Complaint, that venue is proper in the

28 ¹ Including, but not limited to bags for snorkel gear and backpacks.

1 County of Alameda, and that this Court has jurisdiction to enter this Consent Judgment as a
2 resolution of the allegations contained in the Complaint.

3 1.7 The Parties enter into this Consent Judgment pursuant to a full settlement of
4 disputed claims between the Parties as alleged in the Complaint for the purpose of avoiding
5 prolonged litigation. By execution of this Consent Judgment, Aqua Lung does not admit any
6 violation of Proposition 65 and specifically denies that it has committed any such violation.
7 Nothing in this Consent Judgment shall be construed as an admission by Aqua Lung of any fact,
8 issue of law or violation of law, nor shall compliance with the Consent Judgment constitute or be
9 construed as an admission by Aqua Lung of any fact, issue of law, or violation of law. Nothing in
10 this Consent Judgment shall prejudice, waive, or impair any right, remedy or defense that Aqua
11 Lung may have in any other future legal proceeding. However, this paragraph shall not diminish
12 or otherwise affect the obligations, responsibilities and duties of Aqua Lung under this Consent
13 Judgment.

14 1.8 For purposes of this Consent Judgment, the term "Effective Date" shall mean the
15 date that the Consent Judgment is entered by the Court.

16 **2. Injunctive Relief**

17 2.1 Commencing ninety (90) days after the Effective Date, and continuing thereafter,
18 Aqua Lung shall only ship, sell, or offer for sale in California, Reformulated Product pursuant to
19 Section 2.2 or a Product that is labeled with a clear and reasonable warning pursuant to Section
20 2.3. Aqua Lung and its Downstream Releasees (as set forth in Section 4 below) shall have no
21 obligation to reformulate or label Products that entered the stream of commerce prior to the
22 Effective Date or within ninety (90) days after the Effective Date even if sold after the Effective
23 date. For purposes of this Settlement Agreement, a "Reformulated Product" is Product that is in
24 compliance with the standard set forth below in section 2.2.

25 2.2 "Reformulated Product" shall mean Product that contains less than or equal to
26 1,000 parts per million ("ppm") of DEHP or DINP when analyzed pursuant to CPSC-CH-C1001-
27 09.3 Standard Operating Procedure for Determination of Phthalates method.

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1 2.3 Commencing ninety (90) days after the Effective Date, Aqua Lung shall, for all
2 Products it sells or distributes and that is intended for sale in California and that is not a
3 Reformulated Product, provide clear and reasonable warnings as set forth in subsections 2.3(a)
4 and (b) below. The warning shall be prominently placed with such conspicuousness as compared
5 with other words, statements, designs, or devices as to render it likely to be read and understood
6 by an ordinary individual under customary conditions before purchase or use. Each warning shall
7 be provided in a manner such that the consumer or user understands to which specific Product the
8 warning applies, so as to minimize the risk of consumer confusion.

9 **(a) Retail Store Sales**

10 **(i) Product Labeling.** Aqua Lung shall affix a warning to the
11 packaging, labeling or directly on each Product they sell or distribute and that are
12 intended for sale in California and that is not a Reformulated Product that states:

13 **[PROPOSITION 65] WARNING:**
14 This product contains a chemical known to the State of California to cause cancer,
birth defects or other reproductive harm.

15 The bracketed text may, but is not required to, be used.

16 **(ii) Point of Sale Warnings.** Alternatively to the Product Labeling
17 set forth in Section 2.3(a)(i) above, Aqua Lung may provide warning signs in the
18 form below to its customers in California with instructions to post the warning
19 signs in close proximity to the point of display of the Product. Such instruction
20 sent to Aqua Lung customers shall be sent by certified mail, return receipt
21 requested.

22 **[PROPOSITION 65] WARNING:**
23 This product contains a chemical known to the State of California to cause cancer,
24 birth defects or other reproductive harm.

25 The bracketed text may, but is not required to, be used.

26 **(b) Mail Order Catalog Warning.** In the event that Aqua Lung directly
27 sells Product via a printed mail order catalog directly to consumers located in California after the
28 Effective Date that is not a Reformulated Product, Aqua Lung shall provide a warning for such

1 Product sold via printed mail order catalog to such California residents. A warning that is given
2 in a printed mail order catalog shall be in the same type size or larger than the Product description
3 text within the catalog. The following warning shall be provided on the same page and in the
4 same location as the display and/or description of the Product:

5 **[PROPOSITION 65] WARNING:**

6 This product contains a chemical known to the State of California to cause cancer,
birth defects or other reproductive harm.

7 The bracketed text may, but is not required to, be used. Where it is impracticable to provide the
8 warning on the same page and in the same location as the display and/or description of the
9 Product, Aqua Lung may utilize a designated symbol to cross reference the applicable warning
10 and shall define the term "designated symbol" with the following language on the inside of the
11 front cover of the printed catalog or on the same page as any order form for the Product:
12

13 **[PROPOSITION 65] WARNING:** Certain products identified with this symbol
14 ▼ and offered for sale in this catalog contain a chemical known to the State of
California to cause cancer, birth defects or other reproductive harm.

15 The bracketed text may, but is not required to, be used. The designated symbol must appear on
16 the same page and in close proximity to the display and/or description of the Product. On each
17 page where the designated symbol appears, Aqua Lung must provide a header or footer directing
18 the consumer to the warning language and definition of the designated symbol.

19 (c) **Internet Sales Warning.** In the event that Aqua Lung sells Product via
20 the internet directly to consumers located in California ninety (90) days after the Effective Date
21 that is not a Reformulated Product, Aqua Lung shall provide a warning for such Product sold via
22 the internet to such California residents. A warning that is given on the internet shall be in
23 substantially the same type size as the Product description text and shall be given in conjunction
24 with the direct sale of the Product. The warning shall appear either: (a) on the same web page on
25 which the Product is displayed; (b) on the same web page as the order form for the Product; (c) on
26 the same page as the price for the Product; (d) on the same webpage where the Product is
27 displayed via web link or (e) on one or more web pages displayed to a purchaser during the
28 checkout process. However, it shall not be a violation of this provision of the Consent Judgment

1 if an internet retailer, such as Amazon.com, unilaterally modifies the Product display, description,
2 order form, or checkout process such that the warning provided by Aqua Lung no longer appears
3 as required by this provision. The following warning shall be provided:

4 **[PROPOSITION 65] WARNING:**

5 This product contains a chemical known to the State of California to cause cancer, birth
6 defects or other reproductive harm.

7 The bracketed text may, but is not required to, be used.

8 **2.4 Alternative Warning.** Aqua Lung may, but is not required, to use the
9 alternative warning as set forth in this Section 2.4 (the "Alternative Warning"), below if it has
10 knowledge that the Products will expose users to other chemicals. Aqua Lung shall affix the
11 Alternative Warning to the packaging, labeling or directly on each Products sold in retail outlets
12 in California by Aqua Lung or any person selling the Products that states:

13 **[PROPOSITION 65] WARNING:**

14 This product contains chemicals known to the State of California to cause cancer, birth
15 defects or other reproductive harm.

16 The bracketed text may, but is not required to, be used.

17 **3. Entry of Consent Judgment**

18 **3.1** The Parties hereby request that the Court promptly enter this Consent Judgment.
19 Upon entry of this Consent Judgment, Bell and Aqua Lung waive their respective rights to a
20 hearing or trial on the allegations of the Complaint and 60-Day Notice.

21 **3.2** In the event that the Attorney General objects or otherwise comments on one or
22 more provisions of this Consent Judgment, Aqua Lung agrees not to oppose, object to, or
23 otherwise impede any reasonable steps taken by Bell to satisfy such concerns or objections.

24 **4. Matters Covered By This Consent Judgment**

25 **4.1 Plaintiff's Public Release of Proposition 65 Claims.** This Consent
26 Judgment is a final and binding resolution between Bell, acting on her own behalf, and on behalf
27 of the public and in the public interest, and Defendant Aqua Lung and its owners, parents,
28 subsidiaries, affiliates, sister and related companies, employees, shareholders, officers, directors,
insurers, attorneys, predecessors, successors and assigns (collectively "Releasees") and all entities

1 to whom Releasees directly or indirectly provide, distribute or sell the Products, including but not
2 limited to distributors, wholesalers, customers, retailers, franchisees, cooperative members, and
3 licensees (“Downstream Releasees”)², and shall have preclusive effect such that no other person
4 or entity, whether purporting to act in his, her, or its interests or the public interest shall be
5 permitted to pursue and/or take any action with respect to any violation of Proposition 65 that was
6 alleged in the Complaint, or that could have been brought pursuant to the Notice against
7 Releasees and Downstream Releasees. (“Proposition 65 Claims”). As to alleged exposures to
8 DEHP and/or DINP in the Product, compliance with the terms of this Consent Judgment by Aqua
9 Lung is deemed sufficient to satisfy all obligations concerning compliance by Releasees and
10 Downstream Releasees, with the requirements of Proposition 65 with respect to the Products.

11 **4.2 Plaintiff’s Release of Additional Claims.** As to Bell for and in her individual
12 capacity only, this Consent Judgment shall have preclusive effect such that she shall not be
13 permitted to pursue and/or take any action with respect to any other statutory or common law
14 claim, to the fullest extent that any such claim was or could have been asserted by her against
15 Releasees and Downstream Releasees based on their exposure of Bell to DEHP and/or DINP in
16 the Products, or their failure to provide a clear and reasonable warning of exposure to Bell as well
17 as any other claim based in whole or in part on the facts alleged in the Complaint and the Notice,
18 whether based on actions committed by Aqua Lung, TJ Maxx, or any of their downstream
19 retailers of the Products (“DEHP and DINP Exposure Claims”).

20 **4.3 Waiver of Rights Under Section 1542 of the California Civil Code.** As to
21 Bell’s public release of Proposition 65 Claims set forth in Section 4.1 (“Public Release”) and her
22 individual release of DEHP and DINP Exposure Claims set forth in Section 4.2 (“Individual
23 Release”), Bell, acting on her own behalf and on behalf of the public with respect to the Public
24 Release and acting in her individual capacity with respect to the Individual Release, waives all
25 rights to institute any form of legal action, and releases all claims against Releasees and
26 Downstream Releasees, for the Proposition 65 Claims and the DEHP and DINP Exposure Claims
27 (referred to collectively in this Section as “Claims”). In furtherance of the foregoing, Bell, acting

28 ² Such Downstream Releasees include but are not limited to T.J. Maxx.

1 on her own behalf and on behalf of the public with respect to the Public Release and acting in her
2 individual capacity with respect to the Individual Release, waives any and all rights and benefits
3 which she now has, or in the future may have, conferred upon her with respect to the Claims by
4 virtue of the provisions of § 1542 of the California Civil Code, which provides as follows:

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

10 4.4 **Aqua Lung's Release of Plaintiff Bell.** Aqua Lung, on behalf of itself, its
11 past and current agents, representatives, attorneys, successors and/or assignees, hereby waives any
12 and all claims against Bell, her attorneys, and other representatives for any and all actions taken or
13 statements made (or those that could have been taken or made) by Bell and her attorneys and
14 other representatives, whether in the course of investigating claims or otherwise seeking
15 enforcement of Proposition 65 against Aqua Lung in this matter.

16 **5. Enforcement of Judgment**

17 **5.1 Notice of Violation**

18 5.1.1 In the event that, at any time following ninety (90) days after the Effective
19 Date, Bell believes in good faith that Aqua Lung is not complying with Section 2 of this Consent
20 Judgment, Bell may issue a Notice of Violation pursuant to this Section.

21 5.1.2 The Notice of Violation shall, at a minimum, set forth for each Product(s):
22 (a) the alleged violation, (b) the date the alleged violation was observed, (c) the location at which
23 the Product was sold, and (d) a description of the Product, including the Stock Keeping Unit
24 ("SKU") number for such product, giving rise to the alleged violation. If Bell contends that Aqua
25 Lung has sold a Product that contains DEHP or DINP in concentrations that exceed the
26 reformulation standard set forth in Section 2.2, the Notice of Violation shall also set forth for each
27 Product all test data obtained by Bell regarding the Product and supporting documentation
28 sufficient for validation of the test results, including all laboratory reports, quality assurance
reports and quality control reports associated with testing of the Product.

1 5.1.3 The Notice of Violation shall be sent to the person(s) identified in Section 8
2 to receive notices for Aqua Lung, and must be served within forty-five (45) days of the date the
3 alleged violation(s) was or were observed.

4 **5.2 Options Upon Receipt of A Notice of Violation**

5 5.2.1 Within thirty (30) days of receipt of a Notice of Violation, Aqua Lung shall
6 serve Bell with a Notice of Election that states whether Aqua Lung: (a) contests the Notice of
7 Violation in accordance with Section 5.2.2 below; or (b) does not contest the Notice of Violation
8 in accordance with Sections 5.2.3 below.

9 5.2.2 If Aqua Lung contests a Notice of Violation, the Parties shall meet and
10 confer to attempt to resolve their dispute. If the parties do not reach an informal resolution of a
11 Notice of Violation within thirty (30) days of the commencement of the meet and confer process,
12 Bell may, by motion or order to show cause before this Court, seek to enforce the terms and
13 conditions contained in this Consent Judgment. In any such proceeding, Bell may seek whatever
14 fines, costs, penalties, attorneys' fees or remedies are provided by law for failure to comply with
15 the Consent Judgment.

16 5.2.3 If Aqua Lung does not contest a Notice of Violation shall, it shall include
17 in its Notice of Election a detailed description of corrective action that it has undertaken or
18 proposes to undertake to remove the Product(s) identified in the Notice of Violation for sale in
19 California. If there is a dispute over the corrective action, the Parties shall meet and confer
20 pursuant to Section 5.2.2 before seeking any remedy in court. For any uncontested Notice of
21 Violation Aqua Lung shall be liable for a stipulated penalty of \$1,000 per location at which a non-
22 compliant product was identified.

23 **6. Modification of Judgment**

24 6.1 This Consent Judgment may be modified only by written agreement of the Parties
25 upon entry of a modified Consent Judgment by the Court thereon, or upon motion of any party as
26 provided by law and upon an entry of a modified Consent Judgment by the Court.

27 6.2 Should any court enter final judgment in a case brought by Bell or the People
28 involving the Products that sets forth standards defining when Proposition 65 warnings will or

1 will not be required ("Alternative Standards"), or if the California Attorney General's office
2 otherwise provides written endorsement (i.e., a writing that is circulated by the Attorney General
3 that is not intended for the purpose of soliciting further input or comments) of Alternative
4 Standards applicable to products that are of the same general type and function as the Products
5 and constructed from the same materials, Aqua Lung shall be entitled to seek a modification of
6 this Consent Judgment on sixty (60) days' notice to Bell so as to be able to utilize and rely on
7 such Alternative Standards in lieu of those set forth in Section 2 of this Consent Judgment. Bell
8 shall not unreasonably contest any proposed application to effectuate such a modification
9 provided that the Products for which such a modification is sought are of the same general type
10 and function as those to which the Alternative Standards apply.

11 **7. Settlement Payment**

12 7.1 In settlement of all the claims referred to in this Consent Judgment, and without
13 any admission of liability therefore, Aqua Lung shall make the following monetary payments:

14 7.1.1 **Initial Civil Penalty.** Within ten (10) business days of the entry of this
15 Consent Judgment by the Court, Aqua Lung shall pay a total of \$2,000.00 in Initial Civil
16 Penalties in accordance with this Section. The Initial Civil Penalty payment will be allocated in
17 accordance with California Health & Safety Code §§ 25249.12(c)(1) and (d), with 75% of the
18 funds remitted to the California Office of Environmental Health Hazard Assessment ("OEHHA")
19 and the remaining 25% of the civil penalty remitted to Bell. Within ten (10) business days of the
20 entry of this Consent Judgment by the Court, Aqua Lung shall issue two separate checks for the
21 civil penalty payment to (a) "OEHHA" in the amount of \$1,500.00; and (b) "Brodsky & Smith,
22 LLC in Trust for Bell" in the amount of \$500.00. Payment owed to Bell pursuant to this Section
23 shall be delivered to the following payment address:

24 Evan J. Smith, Esquire
25 Brodsky & Smith, LLC
26 Two Bala Plaza, Suite 510
27 Bala Cynwyd, PA 19004

28 Payment owed to OEHHA (EIN: 68-0284486) pursuant to this Section shall be delivered directly
to OEHHA (Memo Line "Prop 65 Penalties") at one of the following address(es):

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For United States Postal Service Delivery:

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

For Non-United States Postal Service Delivery:

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

A copy of the check payable to OEHHA shall be mailed to Brodsky & Smith, LLC at the address set forth above as proof of payment to OEHHA.

7.1.2 Final Civil Penalty. No later than ninety (90) days after the Effective Date, Aqua Lung shall make a Final Civil Penalty payment of \$2,000.00. Pursuant to Title 11 California Code of Regulations, Section 3203(c), Bell agrees that the Final Civil Penalty payment shall be waived in its entirety if, no later than ninety (90) days after the Effective Date, an officer of Aqua Lung provides Bell with a signed declaration certifying that all Products it ships for sale or distributes for sale in California as of the date of its certification are Reformulated Products or are marked with the warnings required by this Consent Decree (hereinafter "Labeled Product") and that Aqua Lung will continue to offer only Reformulated Products or Labeled Products in California in the future. The option to provide a declaration certifying its complete early reformulation or labeling of the Products in lieu of making the Final Civil Penalty payment otherwise required by this Section is a material term, and time is of the essence.

7.1.3 Attorney Fees and Costs. In addition to the payment above, Aqua Lung shall pay \$23,000.00 to Brodsky & Smith, LLC ("Brodsky & Smith") as complete reimbursement for Bell's attorneys' fees and costs, including any investigation and laboratory costs or expert fees, incurred in the course of bringing the Complaint and in enforcing Proposition 65, including without limitation, preparation of the 60-Day Notice letter and discussions with the office of the Attorney General. Payment shall be made within ten (10) business days of the entry of this

1 Consent Judgment by the Court and sent to the address for Brodsky & Smith set forth in Section
2 7.1.1, above.

3 **8. Notices**

4 8.1 Any and all notices between the Parties provided for or permitted under this
5 Agreement, or by law, shall be in writing and personally delivered or sent by: (i) first-class
6 (registered or certified mail) return receipt requested; or (ii) overnight or two-day courier on any
7 party by the other party to the following addresses:

8 For Aqua Lung:

9 Jim Reinis
10 Director of Operations
11 Aqua Lung America
12 2340 Cousteau Ct
13 Vista, CA 92081

14 &

15 Vaneeta Chintamaneni, Esq.
16 Schiff Hardin LLP
17 One Market, Spear Street Tower
18 Thirty-First Floor
19 San Francisco, CA 94105

20 For Bell:

21 Evan J. Smith
22 BRODSKY & SMITH, LLC
23 9595 Wilshire Blvd., Suite 900
24 Beverly Hills, CA 90212

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

27 **9. Authority to Stipulate**

28 9.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
by the party he or she represents to enter into this Consent Judgment and to execute it on behalf of
the party represented and legally to bind that party.

10. Counterparts

10.1 This Stipulation may be signed in counterparts and shall be binding upon the
Parties hereto as if all said Parties executed the original hereof.

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11. Retention of Jurisdiction

11.1 This Court shall retain jurisdiction of this matter to implement the Consent Judgment.

12. Service on the Attorney General

12.1 Bell shall serve a copy of this Consent Judgment, signed by all Parties, on the California Attorney General on behalf of the Parties so that the Attorney general may review this Consent Judgment prior to its submittal to the Court for Approval. No sooner than forty-five (45) days after the Attorney General has received the aforementioned copy of this Consent Judgment, and in the absence of any written objection by the Attorney General to the terms of this Consent Judgment, the Parties may then submit it to the Court for Approval.

13. Entire Agreement

13.1 This Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all discussions, negotiations, commitment and understandings related thereto. No representations, oral or otherwise, express or implied, other than those contained herein have been made by any party hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties.

14. Governing Law and Construction

14.1 The validity, construction and performance of this Consent Judgment shall be governed by the laws of the State of California, without reference to any conflicts of law provisions of California law.

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15. Court Approval

15.1 If this Consent Judgment is not approved by the Court, it shall be of no force or effect, and cannot be used in any proceeding for any purpose.

IT IS SO STIPULATED:

Dated: 1/19/17

Dated: _____

By: 
Ema Bell

By: _____
Aqua Lung America, Inc.

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

Judge of Superior Court

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15. Court Approval

15.1 If this Consent Judgment is not approved by the Court, it shall be of no force or effect, and cannot be used in any proceeding for any purpose.

IT IS SO STIPULATED:

Dated: _____

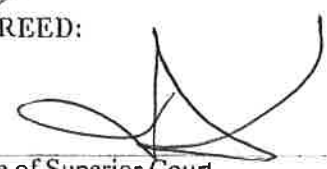
Dated: 1/19/2017

By: _____
Ema Bell

By:  (JAMES REINIS)
Aqua Lung America, Inc.

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: 1-2017



Judge of Superior Court