

1 Parker A. Smith, Esq. (#290311)
2 SY AND SMITH, PC
3 11622 El Camino Real, Suite 100
4 Del Mar, CA 92130
5 Phone: 858 746 9554
6 Facsimile: 858 746 5199

FILED
Clerk of the Superior Court

MAR 24 2017

By: K. Mulligan, Deputy

7
8
9
10
11
12
13 *Attorney for Plaintiff, Kingpun Cheng*

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
UNLIMITED CIVIL JURISDICTION

13 **KINGPUN CHENG,**) **CASE NO.: 37-2016-00044231-CU-NP-CTL**
14)
15) **Plaintiff,**) **[PROPOSED] ORDER APPROVING**
16) **STIPULATION AND ORDER RE:**
17 **CERRO WIRE, LLC., et al**) **CONSENT JUDGMENT**
18) **"IMAGED FILE"**
19) **Date: March 24, 2017**
20 **Defendant.**) **Time: 08:30 AM**
21) **Dept. C-62**
22) **Judge: Hon. Ronald L. Styn**
23) **Action Filed: December 14, 2016**
24)
25)
26)
27)
28)

29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000

Plaintiff, Kingpun Cheng and Defendant, Cerro Wire, LLC. having agreed through their respective counsel that judgment be entered pursuant to the terms of the Stipulation and Order Re: Consent Judgment entered into by the parties, and attached to the Judgment pursuant to the terms of the Stipulation and Order Re: Consent Judgment as Exhibit 1. After consideration of the papers submitted and arguments presented, the Court finds that the settlement agreement set out in the attached Consent Judgment meets the criteria established by Health & Safety Code §25249.7, in that:

- 1 a) the health hazard warning required by the Stipulation and Order Re: Consent
2 Judgment complies with Health & Safety Code §25249.7;
3 b) the reimbursement of fees and costs to be paid pursuant to the parties'
4 Stipulation and Order Re: Consent Judgment is reasonable under California
5 law; and
6 c) the civil penalty amount to be paid pursuant to the parties' Stipulation and
7 Order Re: Consent Judgment is reasonable
8

9 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that pursuant to Code of Civil
10 Procedure §664.6, judgment is entered in accordance with the Consent Judgment attached hereto
11 as Exhibit 1.
12

13 **IT IS SO ORDERED.**

14
15 **Dated:** MAR 24 2017

RONALD L. STYN

16 **JUDGE OF THE SAN DIEGO SUPERIOR COURT**
17 **RONALD L. STYN**
18
19
20
21
22
23
24
25
26
27
28

Exhibit 1

1 PARKER SMITH, ESQ. (SBN 290311)
2 SY AND SMITH, PC.
3 11622 El Camino Real, Suite 100
4 Del Mar, CA 92130
5 Telephone: (858) 746-9554
6 Facsimile: (858) 746-5199

7 Attorneys for Plaintiff, King Pun Cheng

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN DIEGO

10 KING PUN CHENG,
11 Plaintiff,
12 vs.
13 CERRO WIRE, LLC
14 Defendants.

Case No. 37-2016-XXXXXXXXXX-CU-
NP-CTL

UNLIMITED JURISDICTION
STIPULATION AND [PROPOSED]
ORDER RE ENTRY OF CONSENT
JUDGMENT AS TO CERRO WIRE,
LLC.

Complaint Filed: December XX, 2016

17
18 **1. Introduction**

19 **1.1 Parties**

20 This Consent Judgment is hereby entered into by and between Kingpun Cheng, as an
21 individual and acting in the interest of the public, (hereinafter "Cheng") and Cerro Wire, LLC.
22 (hereinafter "Cerro Wire,"), Cerro Wire and Cheng shall be collectively referred to as the
23 "Parties" and each of them as a "Party." Cheng is an individual residing in California who seeks
24 to promote awareness of exposures to toxic chemicals and improve human health by reducing or
25 eliminating hazardous substances contained in consumer products. Cerro Wire employs ten or
26 more persons as required for purposes of Cal. Health & Safety Code §§ 25249.5 *et seq.*
27 ("Proposition 65").

28 LEGAL:10080-00064595383.1

ARK

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

1.2 General Allegations

Cheng alleges that Cerro Wire offered for sale and sold in the State of California Cerro Wire low voltage cables, including but not limited to "Cerro Wire Low Voltage Cable" UPC048243319480 containing DINP and DINP compounds, chemicals listed under Proposition 65 as a chemical known to the State of California to cause cancer, birth defects, and/or other reproductive harm, and that they did so without providing the warning Cheng alleges is required by Proposition 65. Cerro Wire Low Voltage Cable and other Cerro Wire low voltage cables of various lengths and widths, are referred to herein as "Covered Products".

1.3 Notice of Violation

On or about September 26, 2016, Cheng issued a 60 Day Notice of Violation to Cerro Wire, Home Depot, Inc. and various public enforcement agencies pursuant to Health & Safety Code §25249.7(d) alleging that Cerro Wire, LLC was in violation of Proposition 65 for failing to warn California consumers that the Covered Products exposed them to DINP ("60 Day Notice"). The 60 Day Notice is referred to herein as "Notice". No public enforcer diligently prosecuted the claims threatened in the Notice within sixty days plus service time after service of the Notice to them by Cheng.

1.4 Complaint

On or about December XX, 2016 Cheng filed a Complaint against Cerro Wire for civil penalties and injunctive relief ("Complaint") in San Diego Superior Court, Case No. _____. The Complaint alleges, among other things, that Cerro Wire violated Proposition 65 by failing to give clear and reasonable warnings of exposure to DINP and DINP compounds from the Covered Products.

1 **1.5 Consent to Jurisdiction**

2 For purposes of this Consent Judgment, the Parties consent that this Court has jurisdiction
3 over the allegations of violations contained in the Complaint and personal jurisdiction over the
4 named Defendant as to the acts alleged in the Complaint, that venue is proper in the County of
5 San Diego and that this Court has jurisdiction to enter this Consent Judgment as a full settlement
6 and resolution of the allegations contained in the Notices, Complaint, and of all claims which
7 were or could have been raised by any person or entity based in whole or in part, directly or
8 indirectly, on the prior conduct of the Parties or on the facts alleged in the Complaint or arising
9 therefrom or related to.
10

11 **1.6 No Admission**

12 Cerro Wire denies the material, factual, and legal allegations contained in the Notices and
13 Complaint. Nothing in this Consent Judgment shall be construed as an admission by Cerro Wire
14 of any fact, finding, conclusion of law, issue of law, or violation of law; nor shall compliance
15 with this Consent Judgment constitute or be construed as an admission by Cerro Wire of any fact,
16 finding, conclusion of law, issue of law, or violation of law, such being specifically denied by
17 Cerro Wire. However, this section shall not diminish or otherwise affect the obligations,
18 responsibilities and duties under this Consent Judgment.
19
20

21 **1.7** For purposes of this Consent Judgment, the term "Effective Date" shall mean the
22 date that the Motion to Approve the Consent Judgment has been granted by the Court.

23 **2. Injunctive Relief**

24 Commencing on the Effective Date, Cerro Wire shall only sell, offer for sale, or distribute
25 for sale in California, Covered Products that are either (a) reformulated pursuant to Section 2.1 or
26 (b) include a warning as provided in Section 2.3.
27
28

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

2.1 Reformulation Option.

The Covered Products shall be deemed to comply with Proposition 65 with regard to DINP, and be exempt from any Proposition 65 warning requirements for DINP, if the exposed the Covered Products meet the following criteria: the alloy from which the components are made shall have a DINP content by weight of no more than 0.10% (1,000 parts per million, or "1,000 ppm"). Cerro Wire may comply with the above requirements by relying on information obtained from its suppliers regarding the content of the alloy from which the components are made, provided such reliance is in good faith. Obtaining test results showing that the DINP content is no more than 0.10%, using a method of sufficient sensitivity to establish a limit of quantification (as distinguished from detection) of less than 1,000 ppm shall be deemed to establish good faith reliance. For purposes of this Consent Judgment, Covered Products in compliance with this standard are "Reformulated Products".

2.2 Warning Alternative.

As an alternative to reformulating the Covered Products, commencing on the Effective Date, Covered Products that Cerro Wire ships for sale, sells or offers for sale in California that are not Reformulated Products as set forth in Section 2.1 above shall be accompanied by a clear and reasonable warning as described in Section 2.3 below.

2.3 Clear and Reasonable Warnings.

Where required under Section 2.2 above, Cerro Wire shall provide Proposition 65 warnings substantially as follows:

WARNING: This product contains DINP, a chemical known to the State of California to cause cancer.

OR

ARV

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

3 2.3.1 Where utilized as an alternative to meeting the criteria set forth in Section 2.1,
4 Cerro Wire shall provide the warning language set forth in Section 2.3 either with the unit
5 package of the Covered Products or affixed to the Covered Products. Such warning shall be
6 prominently affixed to or printed on each Product's label or package or the Product itself. If
7 printed on the label, the warning shall be contained in the same section that states other safety
8 warnings, if any, concerning the use of the Product. Cerro Wire may continue to utilize, on an
9 ongoing basis, unit packaging containing substantively the same Proposition 65 warnings as those
10 set forth in Section 2.3 above, but only to the extent such packaging materials have already been
11 printed within ninety days after the Effective Date.
12

13 2.3.2 The requirements for warnings, set forth in Section 2.3 above are imposed
14 pursuant to the terms of this Consent Judgment. The Parties recognize that these are not the
15 exclusive methods of providing a warning under Proposition 65 and its implementing regulations
16 and that they may or may not be appropriate in other circumstances.
17

18 2.3.3 If Proposition 65 warnings for DINP or other specified chemicals should no longer
19 be required by Proposition 65, Cerro Wire shall have no further warning obligations pursuant to
20 this Consent Judgment. In the event that a change in the law requires modification of such
21 warnings, Cerro Wire may cease to implement or may modify the warnings required under this
22 Consent Judgment in compliance with the change in the law per Section 13 of this Consent
23 Judgment. In the event that the Office of Environmental Health Hazard Assessment promulgates
24 one or more regulations requiring or permitting warning text and/or methods of transmission
25 different than those set forth above, Cerro Wire shall, in accordance with Section 13 of this
26 Consent Judgment, be entitled to either use, at its discretion, such other warning text and/or
27
28

1 method of transmission without being deemed in breach of this Consent Judgment, or continue to
2 comply with the warning provisions in this Consent Judgment.

3 **2.4 Products Manufactured Prior to the Effective Date**

4 Notwithstanding anything else in this Consent Judgment, Covered Products that were
5 manufactured prior to the Effective Date shall be subject to the release of liability pursuant to
6 section 5 of this Consent Judgment, without regard to when such Covered Products were, or are
7 in the future, distributed or sold to customers. As a result, the obligations of Cerro Wire as set
8 forth in this Consent Judgment, including but not limited to Section 2, do not apply to these
9 products manufactured prior to the Effective Date.
10

11 **3. Entry of Consent Judgment**

12 **3.1** With regard to all claims that have been raised or which could be raised with
13 respect to failure to warn pursuant to Proposition 65 with regard to DINP in the Covered
14 Products, Cerro Wire shall pay a civil penalty of \$2,000 pursuant to Health and Safety Code
15 section 25249.7(b), to be apportioned in accordance with California Health & Safety Code §
16 25192, with 75% of these funds remitted to the State of California's Office of Environmental
17 Health Hazard Assessment ("OEHHA") and the remaining 25% of the penalty remitted to Cheng,
18 as provided by California Health & Safety Code § 25249.12(c)(1) and (d) and the instructions
19 directly below.
20
21

22 **3.2 Payment Procedures**

23 Cerro Wire shall issue two separate checks for the penalty payment: (a) one check made
24 payable to "OEHHA" (tax identification number: 68-0284486) in an amount representing 75% of
25 the total penalty (i.e., \$1,500); and (b) one check in an amount representing 25% of the total
26 penalty (i.e., \$500) made payable directly to Cheng. Cerro Wire shall mail these payments within
27
28

1 five (5) days after the Effective Date at which time such payments shall be mailed to the
2 following addresses respectively:

3 Proposition 65 Settlement Coordinator

4 California Department of Justice

5 1515 Clay Street, 20th Floor

6 Oakland, CA 94612-1413

7
8
9 Mr. Kingpun Cheng

10 C/O Sy and Smith, PC

11 11622 El Camino Real, Suite 100

12 San Diego, CA 92130

13
14 4. Reimbursement of Fees and Costs

15 The Parties reached an accord on the compensation due to Cheng and his counsel
16 under the private attorney general doctrine and principles of contract law. Under these legal
17 principles, Cerro Wire shall reimburse Cheng's counsel for fees and costs incurred as a result of
18 investigating, bringing this matter to Cerro Wire's attention, and negotiating a settlement. Cerro
19 Wire shall pay Cheng's counsel \$21,000 for all attorneys' fees, expert and investigation fees, and
20 related costs associated with this matter, the Notices and associated fees and costs Cerro Wire
21 shall wire said monies or send a check payable to "Sy and Smith, PC" within five (5) days of the
22 Effective Date. Sy and Smith, PC will provide Cerro Wire with wire instruction and tax
23 identification information on or before the Effective Date if requested. Other than the payment
24 required hereunder, each side is to bear its own attorneys' fees and costs.
25
26
27
28

1 5. Release of all Claims

2 5.1 Release of Cerro Wire and Downstream Customers, Retailers and Entities

3 Cheng, acting on behalf of himself and in the public interest, releases Cerro Wire and their
4 respective officers, directors, attorneys, representatives, shareholders, agents, and employees,
5 sister and parent entities, all affiliates and subsidiaries thereof, successors, and assigns, and each
6 entity to whom it directly or indirectly distributed or distributes or sold or sells the Covered
7 Products including, but not limited to, their downstream distributors, wholesalers, licensors,
8 licensees, auctioneers, retailers (including, but not limited to Home Depot, Inc., Home Depot
9 U.S.A., Inc., their parent and all affiliates and subsidiaries thereof), their respective employees,
10 agents and assigns, franchisees, dealers, customers, owners, purchasers, users, parent companies,
11 corporate affiliates, subsidiaries, (collectively "Releasees") from all claims for violations of
12 Proposition 65 up through the Effective Date, and consistent with the provisions of Section 2.4,
13 above, based on exposure to DINP from the Covered Products as set forth in the Notices.
14 Compliance with the terms of this Consent Judgment constitutes compliance with Proposition 65
15 with respect to exposures to DINP from the Covered Products.

16 In addition to the foregoing, Cheng, on behalf of himself, his past and current agents,
17 representatives, attorneys, and successors and/or assignees, and not in his representative capacity,
18 hereby waives all rights to institute or participate in, directly or indirectly, any form of legal
19 action and releases any other claims, cause of action, obligation, costs, expenses, attorneys' fees,
20 damages, losses, liabilities, and demands that he could make against Cerro Wire or the Releasees
21 with respect to violations of Proposition 65 based upon the Covered Products. The Parties
22 acknowledge that the claims released above may include unknown claims, and with respect to the
23 foregoing waivers and releases in this paragraph, Cheng hereby specifically waives any and all
24 with respect to violations of Proposition 65 based upon the Covered Products. The Parties
25 acknowledge that the claims released above may include unknown claims, and with respect to the
26 foregoing waivers and releases in this paragraph, Cheng hereby specifically waives any and all
27 with respect to violations of Proposition 65 based upon the Covered Products. The Parties
28 acknowledge that the claims released above may include unknown claims, and with respect to the
 foregoing waivers and releases in this paragraph, Cheng hereby specifically waives any and all

1 rights and benefits which he now has, or in the future may have, conferred by virtue of the
2 provisions of Section 1542 of the California Civil Code, which provides as follows:

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

8 Cheng acknowledges and understands the significance and consequences of this specific
9 waiver of California Civil Code section 1542.

10 **5.2 Cerro Wire Release of Cheng**

11 Cerro Wire waives any and all claims against Cheng, his attorneys and other
12 representatives, for any and all actions taken or statements made (or those that could have been
13 taken or made) by Cheng and his attorneys and other representatives in the course of investigating
14 claims or otherwise seeking enforcement of Proposition 65 against it in this matter.
15

16 **6. Non-Disparagement**

17 The Parties agree to refrain from taking action or making statements, written, oral
18 or through any form of social media, which disparage or defame the goodwill or reputation of the
19 other Party.
20

21 **7. Court Approval**

22 This Consent Judgment is not effective until it is approved and entered by the Court and
23 shall be null and void if, for any reason, it is not approved and entered by the Court within one (1)
24 year after it has been fully executed by the Parties.
25
26
27
28

1 **8. Severability and Merger**

2 If, subsequent to the execution of this Consent Judgment, any of the provisions of
3 this document are held by a court to be unenforceable, the validity of the enforceable provisions
4 remaining shall not be adversely affected.
5

6 This Consent Judgment contains the sole and entire agreement of the Parties and
7 any and all prior negotiations and understandings related hereto shall be deemed to have been
8 merged within it. No representations or terms of agreement other than those contained herein
9 exist or have been made by any Party with respect to the other Party or the subject matter hereof.

10 **9. Governing Law**

11 The terms of this Consent Judgment shall be governed by the laws of the State of
12 California. In the event that Proposition 65 is repealed or is otherwise rendered inapplicable by
13 reason of law generally, or as to the Covered Products, then Cerro Wire shall have no further
14 obligations pursuant to this Consent Judgment with respect to the Covered Products to the extent
15 the Covered Products are so affected.
16

17 **10. Notices**

18 10.1 Unless specified herein, all correspondence and notices required to be provided
19 pursuant to this Consent Judgment shall be in writing and personally delivered or sent by:
20 electronic mail and either (i) first-class, (registered or certified mail) return receipt requested; or
21 (ii) overnight courier on any Party by the other Party at the following addresses:
22

23 Cerro Wire;

24 Nelson P. Lam
25 George Gigounas
26 DLA Piper LLP
27 555 Mission Street, Suite 2400
28 San Francisco, CA 94105
 nelson.lam@dlapiper.com
 george.gigounas@dlapiper.com

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

and

For Cheng:

Parker A. Smith
Sy and Smith, PC
11622 El Camino Real, Suite 100
Del Mar, CA 92130
parker@sysmithlaw.com

Any Party, from time to time, may specify in writing by the means set forth above to the other Party a change of address to which all notices and other communications shall be sent.

11. Counterparts; Facsimile Signatures

11.1 This Consent Judgment may be executed in counterparts and by facsimile or exchange by electronic means, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

12. Post Execution Activities

Cheng agrees to comply with the requirements set forth in California Health & Safety Code §25249.7(f). The Parties further acknowledge that, pursuant to Health and Safety Code section 25249.7(f), a noticed motion is required to obtain judicial approval of the settlement. In furtherance of obtaining such approval, Cheng agrees to employ his best efforts, and those of his counsel, to support the entry of this agreement as judgment, and to obtain judicial approval of this Consent Judgment in a timely manner.

13. Modification

This Consent Judgment may be modified only by further written agreement of the Parties with court approval or by noticed motion.

14. Attorney Fees

A Party who unsuccessfully brings or contests an action arising out of this Consent Judgment shall be required to pay the prevailing Party's reasonable attorney's fees and costs.

ARV

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

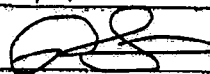
15. Authorization

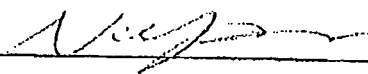
The undersigned are authorized to execute this Consent Judgment on behalf of their respective Parties and have read, understood and agree to all of the terms and conditions of this document and certifies that he or she is fully authorized by the Party he or she represents to execute the Consent Judgment on behalf of the Party and legally bind that Party.

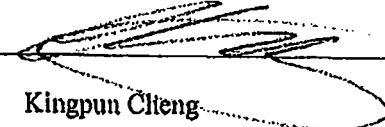
16. Warranties and Representations Regarding Other Potential Claims

Cheng and his attorneys, Sy and Smith, PC, represent and warrant that neither of them is aware of any other actual or potential action, violation, or claim against Cerro Wire or any of the Releasees. Cheng and his attorneys, Sy and Smith, PC, agree, represent and warrant that neither of them shall, themselves or by assisting others, file a notice or pursue a claim against Cerro Wire or any of the Releasees for alleged violation of Proposition 65 for a period of two (2) years from the Effective Date herein.

IT IS SO STIPULATED:

Dated: 1/3/17
By: 
Parker A. Smith, Attorney for Plaintiff

Dated: 12-16-16
By: 
Nelson P. Lam, Attorney for Defendant

Dated: 2017-1-3
By: 
Kingpun Cheng

Dated: 12-16-16
By: Adam R. Haig
Cerro Wire, VP of Finance

///
///
///

ARL

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

////

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

Judge of the Superior Court