Lucas Novak (SBN 257484)
LAW OFFICES OF LUCAS T. NOVAK
8335 W Sunset Blvd., Suite 217
Los Angeles, CA 90069
Telephone: (323) 337-9015
Email: lucas.nvk@gmail.com

Attorney for Plaintiff, APS&EE, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

APS&EE, LLC, a limited liability company,

Plaintiff,

v.

THE LANG COMPANIES, INC., a corporation, and DOES 1 through 100, inclusive,

Defendants.

CASE NO. 20STCV46574

~~[PROPOSED]~~ CONSENT JUDGMENT

Judge: Hon. Rupert A. Byrdsong
Dept.: 28
Compl. Filed: December 7, 2020

Unlimited Jurisdiction

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RECITALS

1.1 The Parties

1.1.1 This Consent Judgment is entered into by and between APS&EE, LLC ("Plaintiff") and The Lang Companies, Inc., formerly Perfect Timing, Inc. ("Defendant"). Plaintiff and Defendant shall hereinafter collectively be referred to as the "Parties".

1.1.2 Plaintiff represents that it is an organization based in California with an interest in protecting the environment, improving human health and the health of ecosystems, and supporting environmentally sound practices, which includes promoting awareness of exposure to toxic chemicals and reducing exposure to hazardous substances found in consumer products.

1.1.3 Plaintiff alleges that Defendant is a person in the course of doing business as the term is defined in California *Health & Safety Code* section 25249.6 et seq. ("Proposition 65").

1.2 Allegations

1.2.1 Plaintiff alleges that Defendant sold Lang mugs with exterior decorations including but not limited to the "Home For The Holidays" ceramic mug with exterior decorations, 18oz, #5036266, 7-39744-16046-5 (hereinafter the "Products") in the State of California causing users in California to be exposed to levels of Lead without providing "clear and reasonable warnings", in violation of Proposition 65. Lead is potentially subject to Proposition 65 warning requirements because it is listed by the State of California as known to cause cancer and birth defects or other reproductive harm.

1.2.2 On September 23, 2020, Plaintiff provided a Sixty-Day Notice of Violation to Defendant and the various public enforcement agencies regarding the alleged violation of Proposition 65 with respect to the Products. On December 7, 2020, Plaintiff filed the instant action ("Complaint") in the Superior Court for the County of Los Angeles, alleging violations of Proposition 65.

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1.3 No Admissions

Defendant denies all allegations in Plaintiff's Notice and Complaint and maintains that the Products have been, and are, in compliance with all laws, and that Defendant has not violated Proposition 65. This Consent Judgment shall not be construed as an admission of liability by Defendant but to the contrary as a compromise of claims that are expressly contested and denied. However, nothing in this section shall affect the Parties' obligations, duties, and responsibilities under this Consent Judgment.

1.4 Compromise

The Parties enter into this Consent Judgment in order to resolve the controversy described above in a manner consistent with prior Proposition 65 settlements and consent judgments that were entered in the public interest and to avoid prolonged and costly litigation between them.

1.5 Jurisdiction And Venue

For purposes of this Consent Judgment only, the Parties stipulate that the above-entitled Court has jurisdiction over Defendant as to the allegations in the Complaint, that venue is proper in Los Angeles County, and that this Court has jurisdiction to enter and enforce the provisions of this Consent Judgment pursuant to California Code of Civil Procedure ("CCP") § 664.6 and Proposition 65.

1.6 Effective Date

The "Effective Date" shall be the date this Consent Judgment is approved and entered by the Court.

2. INJUNCTIVE RELIEF

Defendant was a signatory to the Consent Judgment entered on or about July 21, 2016, in the matter *Wozniak v. Perfect Timing, Inc., et al.*, San Clara Superior Court, Case No. 15CV288973 ("Wozniak Consent Judgment") which specifies clear and reasonable warnings as well as reformulation standards pertaining to the exterior decorations of ceramic mugs. Attached hereto as **Exhibit "A"** is a true and correct copy of the Wozniak Consent Judgment. With respect to the Products, Plaintiff alleges that Defendant failed to comply with Proposition 65 and the

injunctive relief of the Wozniak Consent Judgment. However, the Parties agree that as of the Effective Date, Defendant's compliance with the injunctive relief described in the Wozniak Consent Judgment shall constitute compliance with Proposition 65 with respect to lead exposure from the Products.

3. PAYMENTS

3.1 Civil Penalty Pursuant To Proposition 65

In settlement of all claims referred to in this Consent Judgment, Defendant shall pay a total civil penalty of two thousand dollars ($2,000.00) to be apportioned in accordance with *Health and Safety Code* section 25249.12(c)(1) and (d), with 75% ($1,500.00) for State of California Office of Environmental Health Hazard Assessment ("OEHHA"), and the remaining 25% ($500.00) for Plaintiff.

Defendant shall issue two (2) checks for the civil penalty: (1) a check or money order made payable to "OEHHA" in the amount of $1,500.00; and (2) a check or money order made payable to "Law Offices of Lucas T. Novak" in the amount of $500.00. Defendant shall remit the payments within ten (10) business days of the Effective Date, to:

Lucas T. Novak, Esq.
LAW OFFICES OF LUCAS T. NOVAK
8335 W Sunset Blvd., Suite 217
Los Angeles, CA 90069

3.2 Reimbursement Of Plaintiff's Fees And Costs

Defendant shall reimburse Plaintiff's experts' and attorney's fees and costs incurred in prosecuting the instant action, for all work performed through entry of this Consent Judgment. Accordingly, Defendant shall issue a check or money order made payable to "Law Offices of Lucas T. Novak" in the amount of seventeen thousand dollars ($17,000.00) Defendant shall remit the payment within ten (10) business days of the Effective Date, to:

Lucas T. Novak, Esq.
LAW OFFICES OF LUCAS T. NOVAK
8335 W Sunset Blvd., Suite 217
Los Angeles, CA 90069

4. RELEASES

4.1 Plaintiff's Release Of Defendant

Plaintiff, acting in its individual capacity and in the public interest, in consideration of the promises and monetary payments contained herein, hereby releases Defendant, its parents, affiliates, subsidiaries, shareholders, directors, members, officers, employees, attorneys, predecessors, successors and assignees, as well as its downstream distributors, retailers, and customers (collectively "Releasees"), from any alleged Proposition 65 violation claims asserted in Plaintiff's Notice and/or Complaint regarding failure to warn about exposure to lead from the Products sold or distributed by Defendant before and up to the Effective Date.

4.2 Defendant's Release Of Plaintiff

Defendant, by this Consent Judgment, waives all rights to institute any form of legal action against Plaintiff, its shareholders, directors, members, officers, employees, attorneys, experts, successors and assignees for actions or statements made or undertaken, whether in the course of investigating claims or seeking enforcement of Proposition 65 against Defendant in this matter. If any Releasee should institute any such action, then Plaintiff's release of said Releasee in this Consent Judgment shall be rendered void and unenforceable.

4.3 Waiver Of Unknown Claims

Each of the Parties acknowledges that it is familiar with Section 1542 of California Civil Code which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Each of the Parties waives and relinquishes any right or benefit it has or may have under Section 1542 of California Civil Code or any similar provision under the statutory or non-statutory law of any other jurisdiction to the full extent that it may lawfully waive all such rights and benefits. The Parties acknowledge that each may subsequently discover facts in addition to, or different from, those that it believes to be true with respect to the claims released herein. The

Parties agree that this Consent Judgment and the releases contained herein shall be and remain effective in all respects notwithstanding the discovery of such additional or different facts.

5. COURT APPROVAL

Upon execution of this Consent Judgment by the Parties, Plaintiff shall file a noticed Motion for Approval and Entry of Consent Judgment in the above-entitled Court. This Consent Judgment is not effective until it is approved and entered by the Court. It is the intention of the Parties that the Court approve this Consent Judgment, and in furtherance of obtaining such approval, the Parties and their respective counsel agree to mutually employ their best efforts to support the entry of this agreement in a timely manner, including cooperating on drafting and filing any papers in support of the required motion for judicial approval.

6. SEVERABILITY

Should any part or provision of this Consent Judgment for any reason be declared by a Court to be invalid, void or unenforceable, the remaining portions and provisions shall continue in full force and effect.

7. GOVERNING LAW

The terms of this Consent Judgment shall be governed by the laws of the State of California.

8. NOTICE

All correspondence and notice required to be provided under this Consent Judgment shall be in writing and delivered personally or sent by first class or certified mail addressed as follows:

TO DEFENDANT:	TO PLAINTIFF:
Joseph Orzano, Esq. Seyfarth Shaw LLP Seaport East Two Seaport Lane, Suite 300 Boston, MA 02210-2028	Lucas T. Novak, Esq. Law Offices of Lucas T. Novak 8335 W Sunset Blvd., Suite 217 Los Angeles, CA 90069

9. INTEGRATION

This Consent Judgment constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be amended or modified except in writing.

10. COUNTERPARTS

This Consent Judgment may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute the same document. Execution and delivery of this Consent Judgment by e-mail, facsimile, or other electronic means shall constitute legal and binding execution and delivery. Any photocopy of the executed Consent Judgment shall have the same force and effect as the originals.

11. AUTHORIZATION

The undersigned are authorized to execute this Consent Judgment on behalf of their respective Parties. Each Party has read, understood, and agrees to all of the terms and conditions of this Consent Judgment. Each Party warrants to the other that it is free to enter into this Consent Judgment and is not subject to any conflicting obligation that will or might prevent or interfere with the execution or performance of this Consent Judgment by said Party.

AGREED TO:

Date: 6/3/21

By: _____

Authorized Representative of APS&EE, LLC

AGREED TO:

Date: 6/1/2021

By: _____

Authorized Representative of The Lang Companies, Inc.

IT IS SO ORDERED.

Dated: 07/30/2021

Rupert A. Byrdsong / Judge

JUDGE OF THE SUPERIOR COURT

EXHIBIT A

Clifford A. Chanler, State Bar No. 135534
Brian C. Johnson, State Bar No. 235965
THE CHANLER GROUP
2560 Ninth Street
Parker Plaza, Suite 214
Berkeley, CA 94710-2565
Telephone:(510) 848-8880
Facsimile: (510) 848-8118

Attorneys for Plaintiff
PAUL WOZNIAK

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

UNLIMITED CIVIL JURISDICTION

PAUL WOZNIAK,

Plaintiff,

v.

PERFECT TIMING, INC., *et al.*,

Defendants.

Case No. 15CV288973

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

Date: July 21, 2016
Time: 9:00 a.m.
Dept. 9
Judge: Hon. Mary E. Arand

Plaintiff Paul Wozniak and Defendant Perfect Timing, 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 their Proposition 65 settlement and Consent Judgment on July 21, 2016,

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 1**. By stipulation of the parties, the Court will retain jurisdiction to enforce the settlement pursuant to Code of Civil Procedure § 664.6.

IT IS SO ORDERED.

Dated: JUL 21 2016

Mary Arand

JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

Clifford A. Chanler, State Bar No. 135534
Brian C. Johnson, State Bar No. 235965
THE CHANLER GROUP
2560 Ninth Street
Parker Plaza, Suite 214
Berkeley, CA 94710-2565
Telephone: (510) 848-8880
Facsimile: (510) 848-8118

Attorneys for Plaintiff
PAUL WOZNIAK

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

UNLIMITED CIVIL JURISDICTION

PAUL WOZNIAK, Plaintiff, v. PERFECT TIMING, INC.; *et al.*, Defendants.	Case No. 115CV288973 **[PROPOSED] CONSENT JUDGMENT** (Health & Safety Code § 25249.6 *et seq.*)

1. INTRODUCTION

1.1 Parties

This Consent Judgment is entered into by and between Plaintiff Paul Wozniak ("Plaintiff"), and Defendant The Lang Companies, Inc., formerly doing business as Perfect Timing, Inc. ("Defendant"), with Plaintiff and Defendant each individually referred to as a "Party" and collectively as the "Parties."

1.2 Plaintiff

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

1.3 Defendant

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

1.4 General Allegations

Plaintiff alleges that Defendant has manufactured, imported, sold, or distributed mugs with exterior designs containing lead without the requisite Proposition 65 warnings. Lead is listed under Proposition 65 as a chemical known to the State of California to cause birth defects or other reproductive harm.

1.5 Product Description

The products covered by this Consent Judgment are mugs with exterior designs containing lead that are manufactured, imported, sold, and/or distributed for sale in California by Defendant ("Products"), including, but not limited to, the *Botanical Gardens 14 oz. Ceramic Mug, #5021034, UPC #7 39744 13507 4.*

1.6 Notice of Violation

On December 22, 2014, Plaintiff served Defendant, and the requisite public enforcement agencies with a 60-Day Notice of Violation ("Notice"), alleging that Defendant violated Proposition 65 by failing to warn consumers in California that the Products expose users to Lead. To the best of

the parties' knowledge, no public enforcer has commenced and is diligently prosecuting the allegations set forth in the Notice.

1.7 Complaint

On December 14, 2015, Plaintiff filed the instant action ("Complaint") against Defendant for the alleged violations of Health and Safety Code section 25249.6 that are the subject of the Notice.

1.8 No Admission

Defendant denies the material, factual, and legal allegations contained in the Notice and Complaint, and maintains that all of the products it has sold, manufactured, imported, and/or distributed in California, including the Products, have been, and are, in compliance with all laws. Nothing in this Consent Judgment shall be construed as an admission of any fact, finding, conclusion, issue of law, or violation of law, nor shall compliance with this Consent Judgment constitute or be construed as an admission of any fact, finding, conclusion, issue of law, or violation of law. This Section shall not, however, diminish or otherwise affect Defendant's obligations, responsibilities, and duties under this Consent Judgment.

1.9 Jurisdiction

For purposes of this Consent Judgment only, the Parties stipulate that this Court has jurisdiction over Defendant as to the allegations 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 pursuant to Proposition 65 and Code of Civil Procedure section 664.6.

1.10 Effective Date

For purposes of this Consent Judgment, the term "Effective Date" shall be the date the motion for approval of this Consent Judgment is granted by the Court.

2. INJUNCTIVE RELIEF: REFORMULATED PRODUCTS & WARNINGS

2.1 Commitment to Provide Reformulated Products or Warnings

Commencing on the Effective Date and continuing thereafter, Defendant shall only purchase for sale or manufacture for sale in California, (a) "Reformulated Products as defined by Section 2.2;" or (b) Products sold with a clear and reasonable warning in California in accordance with Section 2.3.

2.2 Reformulated Products Defined

For purposes of this Consent Judgment, Reformulated Products are defined as Products that (a) contain Lead in concentrations of no more than 90 parts per million ("ppm") (0.09%) in any exterior decorations when analyzed pursuant to U.S. Environmental Protection Agency ("EPA") testing methodologies 3050B and 6010B, or equivalent methodologies used by state and federal agencies to determine lead content in a solid substance; (b) yield a result of no more than 1.0 microgram ("µg") of lead when a wipe is applied to all surfaces according to NIOSH 9100 protocol; and (c) a Reformulated Product shall yield a result of Non-detect (defined as no more than 25 ppm Lead content for any decorations located in the upper 20 centimeters of a Product, ie., the "Lip-and-Rim" area of the vessel, or the decorative materials located on the interior surface of the Product (i.e., the beverage-containing portion) when analyzed pursuant to EPA testing methodologies 3050B and 6010B, or equivalent methodologies used by state and federal agencies to determine lead content in a solid substance.

2.3 Clear and Reasonable Warnings

Commencing on or before the Effective Date and continuing thereafter, for any Products sold or distributed for sale in California by Defendant that are not Reformulated Products, Defendant will only offer such Products for sale with a clear and reasonable warning in accordance with this Section. Defendant further agrees that any warning used will be prominently placed in relation to the Product with such conspicuousness when compared with other words, statements, designs, or devises as to render it likely to be read and understood by an ordinary individual under customary conditions of purchase or use. For purposes of this Settlement Agreement, a clear and reasonable warning for the Products satisfying these criteria shall consist of a warning affixed directly to a Product or its accompanying labeling or packaging sold in California containing the following statement:

> WARNING: This product contains Lead, a chemical known to the State of California to cause birth defects or other reproductive harm.

In the event that Defendant sells Products via an internet website to customers located in California, the warning requirements of this section shall be satisfied if the foregoing warning appears either: (a) on the same web page on which a Product is displayed and/or described; (b) on the same web page as

the order form for a Product; or (c) on the same page as the price for a 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:

> WARNING: This product contains Lead, a chemical known to the State of California to cause birth defects or other reproductive harm.

Alternatively, a designated symbol may appear adjacent to or immediately following the display, description, or price for which a warning is being given, provided that the following warning statement also appears elsewhere on the same web page.

> WARNING: This product contains Lead, a chemical known to the State of California to cause birth defects or other reproductive harm.

3. MONETARY SETTLEMENT TERMS

3.1 Civil Penalty Payments Pursuant to Health and Safety Code § 25249.7(b)(2)

In settlement of all the claims referred to in this Consent Judgment, Defendant shall pay a total of $30,000 in civil penalties in accordance with this Section. Each civil penalty payment will be allocated in accordance with Health and Safety Code § 25249.12(c)(1) & (d), with seventy-five percent (75%) of the penalty remitted to the California Office of Environmental Health Hazard Assessment ("OEHHA") by Plaintiff, and the remaining twenty-five percent (25%) of the penalty retained by Plaintiff.

3.1.1 Initial Civil Penalty

Defendant shall pay an initial civil penalty payment of $7,000 within five (5) days of the Effective Date. Defendant shall issue a check payable to "Paul Wozniak, Client Trust Account."

3.1.2 Final Civil Penalty

On or before February 1, 2017, Defendant shall make a final civil penalty payment of $23,000. The final civil penalty shall be waived in its entirety, however, if, on or before January 15, 2017, an officer of Defendant provides Plaintiff with a signed declaration certifying that, as of the

date of such declaration and continuing into the future all Products manufactured, imported, distributed, sold and offered for sale in California by, or on behalf of, Defendant are Reformulated Products. Alternatively, Defendant may certify that it is not currently manufacturing, importing, distributing or selling Products in California but, should it recommence sales in California in the future, it will only offer Reformulated Products. The option to provide a declaration under this Section in lieu of making the final civil penalty payment is a material term, and time is of the essence.

3.2 Reimbursement of Attorney's Fees and Costs

The parties acknowledge that Plaintiff and his counsel offered to resolve this dispute without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving the issue to be resolved after the material terms of the agreement had been settled. Defendant then expressed a desire to resolve Plaintiff's fees and costs. The Parties then attempted to (and did) reach an accord on the compensation due to Plaintiff and his counsel under general contract principles and the private attorney general doctrine codified at California Code of Civil Procedure section 1021.5 for all work performed through the mutual execution of this Consent Judgment. Within five (5) days of the Effective Date, Defendant shall pay $31,000 for the fees and costs incurred by Plaintiff investigating, bringing this matter to Defendant's attention, litigating and negotiating a settlement in the public interest.

3.4 Payment Address

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

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

4. CLAIMS COVERED AND RELEASED

4.1 Plaintiff's Public Release of Proposition 65 Claims

Plaintiff, on his own behalf and in the public interest, releases Defendant and its parents, subsidiaries, affiliated entities under common ownership, directors, officers, employees, and attorneys ("Releasees") and each entity to whom Defendant directly or indirectly distributes or sells the Products including, but not limited to, it's 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 Products sold by Defendant prior to the Effective Date, as set forth in the Notice. Compliance with the terms of this Consent Judgment constitutes compliance with Proposition 65 with respect to exposures to exposures to lead from the Products.

4.2 Plaintiff's Individual Release of Claims

Plaintiff, in his individual capacity only and *not* in his representative capacity, also provides a release to Defendant, Releasees, and Downstream Releasees which shall be effective as a full and final accord and satisfaction, as a bar to all actions, causes of action in law and equity, suits, obligations, costs, expenses, penalties, attorneys' fees, investigation fees, expert fees, damages, losses, claims, liabilities and demands of Plaintiff of any nature, character or kind, whether known or unknown, suspected or unsuspected, arising out of alleged or actual exposures to lead in Products sold or distributed for sale by Defendant before the Effective Date.

4.3 Defendant's Release of Plaintiff

Defendant, on its own behalf, and on behalf of its past and current agents, representatives, attorneys, successors, and assignees, hereby waives any and all claims against Plaintiff and his attorneys and other representatives, for any and all actions taken or statements made by Plaintiff and his attorneys and other representatives, whether in the course of investigating claims, otherwise seeking to enforce Proposition 65 against it in this matter, or with respect to the Products.

5. COURT APPROVAL

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

6. SEVERABILITY

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

7. GOVERNING LAW

The terms of this Consent Judgment shall be governed by the laws of the state of California and apply within the state of California. In the event that Proposition 65 is repealed, preempted, or is otherwise rendered inapplicable by reason of law generally, or as to the Products, then Defendant may provide written notice to Plaintiff of any asserted change in the law, and shall have no further obligations pursuant to this Consent Judgment with respect to, and to the extent that, the Products are so affected.

8. NOTICE

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

For Defendant:

John Corrigan, CFO
The LANG Companies
20825 Swenson Drive
Suite 100
PO Box 1605
Waukesha, WI 53186

With a copy to:

Jennifer L. Naeger, Esq.
Reinhart Boerner Van Deuren s.c.
1000 North Water Street,
Suite 1700
Milwaukee, WI 53202

And

Celeste M. Brecht, Esq.
Jennifer Levin, Esq.
VENABLE LLP
2049 Century Park East, Suite 2100
Los Angeles, CA 90067

For Plaintiff:

Proposition 65 Coordinator
The Chanler Group
2560 Ninth Street
Parker Plaza, Suite 214
Berkeley, CA 94710-2565

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

9. COUNTERPARTS; FACSIMILE SIGNATURES

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

10. POST EXECUTION ACTIVITIES

Plaintiff agrees to comply with the reporting form requirements referenced in Health and Safety Code section 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, which motion Plaintiff shall draft and file. In furtherance of obtaining such approval, the Parties agree to mutually employ their best efforts, and those of their counsel, to support the entry of this agreement as judgment, and to obtain judicial approval of their settlement in a timely manner. For purposes of this Section, "best efforts" shall include, at a minimum, supporting the motion for approval, responding to any objection to the settlement, and appearing at the hearing before the Court, if so requested.

11. MODIFICATION

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

12. **AUTHORIZATION**

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

AGREED TO:

Date: 5/31/2016

By: _____
PAUL WOZNIAK

AGREED TO:

Date: May 27, 2016

By: _____
John Corrigan, CFO
THE LANG COMPANIES, INC. (formerly doing business as PERFECT TIMING, INC.)