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12 DIAMOND BASEBALL COMPANY, INC.

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
15 COUNTY OF ALAMEDA  
16 UNLIMITED CIVIL JURISDICTION

18 LAURENCE VINOCUR,  
19 Plaintiff,  
20 v.  
21 DIAMOND BASEBALL COMPANY, INC.,  
22 and DOES 1-150, inclusive,  
23 Defendants.

Assigned for all purposes to the Honorable  
Frank Roesch, Judge of the Superior Court

Case No. RG 13673611

**CONSENT TO JUDGMENT AS  
TO DEFENDANT DIAMOND BASEBALL  
COMPANY, INC.**

**Date:**  
**Time:**  
**Dept: 24**  
**Judge: Hon. Frank Roesch**

1       **1. INTRODUCTION**

2               **1.1 Laurence Vinocur and Diamond Baseball Company, Inc.**

3               This Consent To Judgment is entered into by and between plaintiff Laurence Vinocur  
4 (“Vinocur” or “Plaintiff”) and defendant Diamond Baseball Company, Inc. (“Diamond Baseball”  
5 or “Defendant”), with Vinocur and Diamond Baseball collectively referred to as the “Parties”.

6               **1.2 Laurence Vinocur.**

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

10              **1.3 Diamond Baseball Company, Inc.**

11              Diamond Baseball employs ten or more persons and is a person in the course of doing  
12 business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California  
13 Health & Safety Code §25249.5 et seq. (“Proposition 65”).

14              **1.4 General Allegations.**

15              Vinocur alleges that Diamond Baseball has manufactured, imported, distributed and/or  
16 sold baseballs containing Di(2-ethylhexyl)phthalate (“DEHP”) for use in the State of California  
17 without the requisite health hazard warnings. DEHP is listed pursuant to Proposition 65 as a  
18 chemical known to the State of California to cause birth defects and other reproductive harm.

19              **1.5 Notice of Violation.**

20              On November 21, 2012, Vinocur served Diamond Baseball and various public  
21 enforcement agencies with a document entitled “60-Day Notice of Violation,” that alleged that  
22 Diamond Baseball violated Proposition 65 by failing to warn consumers that baseballs including,  
23 but not limited to, the *Thanks Coach Baseball, DSB-9, (#039403 100161)* exposed users in  
24 California to DEHP.

25              **1.6 Complaint.**

26              On March 29, 2013, Vinocur, acting in the interests of the general public in California,  
27 filed a Complaint in the instant action (“Complaint”) naming Diamond Baseball as a defendant  
28 and alleging violations of Health & Safety Code §§ 25249.6, et seq. based on, *inter alia*, alleged

1 occupational and consumer exposures to DEHP contained in the Covered Products sold in  
2 California without the clear and reasonable warning required by Proposition 65.

3 1.7 **No Admission.** The Parties enter into this Consent To Judgment as a full and final  
4 settlement of all claims that were raised in the Complaint or that could have been raised in the  
5 Complaint, arising out of the facts or conduct alleged therein. By execution of this Consent To  
6 Judgment and agreeing to comply with its terms, Diamond Baseball does not admit any facts or  
7 conclusions of law, including, but not limited to, any facts or conclusions of law suggesting or  
8 demonstrating any violations of Proposition 65 or any other statutory, common law or equitable  
9 requirements relating to DEHP in Covered Products. Nothing in this Consent To Judgment shall  
10 be construed as an admission by Diamond Baseball of any fact, conclusion of law, issue of law or  
11 violation of law, nor shall compliance with the Consent To Judgment constitute or be construed  
12 as an admission by Diamond Baseball of any fact, conclusion of law, issue of law, or violation of  
13 law. Nothing in this Consent To Judgment shall prejudice, waive or impair any right, remedy,  
14 argument or defense Diamond Baseball may have in this or any other or future legal proceedings.  
15 This Consent To Judgment is the product of negotiation and compromise and is accepted by  
16 Diamond Baseball for purposes of settling, compromising, and resolving issues disputed in this  
17 action. However, this section shall not diminish or otherwise affect the obligations,  
18 responsibilities and duties of Diamond Baseball under this Consent To Judgment.

19 1.8 **Consent to Jurisdiction.** For purposes of this Consent To Judgment only,  
20 Diamond Baseball stipulates that this Court has jurisdiction over Diamond Baseball as to the  
21 allegations contained in the Complaint, that venue is proper in the County of Alameda and that  
22 this Court has jurisdiction to enter and enforce the provisions of this Consent To Judgment.

## 23 2. DEFINITIONS

24 2.1 “Covered Product[s]” means *Thanks Coach Baseball, DSB-9, (#039403 100161),*  
25 *Thanks Coach Softball DSB-12 (#039403 209185); MVP Baseball DSB-9 (#039403 197239); and*  
26 *Team Mom Baseball DSB-9 (#039403 197246).*

27 2.2 “Effective Date” means the date this Consent To Judgment is approved by the  
28 Court.

1           2.3    “DEHP Limits” means the maximum concentration of DEHP and DEHP  
2 composites by weight specified in Section 3.2.

3           2.4    “Manufactured” and “Manufactures” have the meaning defined in Section 3(a)(10)  
4 of the Consumer Product Safety Act (“CPSA”) [15 U.S.C. § 2052(a)(10)],<sup>1</sup> as amended from time  
5 to time.

6           2.5    “Non-Suspect Materials” means natural materials other than sheeting that have  
7 been determined not to exceed DEHP limits for children’s products by the final rule of the  
8 Consumer Product Safety Commission set forth at 16 CFR § 1500.91(d) and (e), as it exists on  
9 the Effective Date.

10          2.6    “Vendor” means a person or entity that manufactures, imports, distributes, or  
11 supplies a product to Diamond Baseball.

12    **3.       INJUNCTIVE RELIEF: REFORMULATION**

13          3.1    **Specification Compliance Date.** To the extent it has not already done so, no later  
14 than the Effective Date, Diamond Baseball shall provide the DEHP Limits to its Vendors of  
15 Covered Products that will be sold or offered for sale to California consumers and shall instruct  
16 each Vendor to use reasonable efforts to provide Covered Products that comply with the DEHP  
17 Limits on a nationwide basis. This Section 3.1 is not applicable with respect to Non-Suspect  
18 Materials.

19          3.2    **DEHP Limits.**

20          As of thirty (30) days after the Effective Date, Diamond Baseball shall not issue a  
21 purchase order or cause to be Manufactured, any Covered Product that will be sold or offered for  
22 sale to California consumers that exceeds the following DEHP Limits:  
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27    <sup>1</sup> As of the Effective Date, the term “Manufactured” and “Manufactures” means to manufacture,  
28 produce, or assemble.

1 DEHP in concentrations more than 0.1 percent  
2 (1,000 parts per million) by weight in each accessible  
3 component when analyzed pursuant to U.S. Environmental  
4 Protection Agency testing methodologies 3580A and  
5 8270C or any other methodology authorized by federal  
6 or state agencies for the purpose of determining the DEHP  
7 content in a solid substance.

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**4. MONETARY PAYMENTS**

**4.1 Initial Civil Penalty Payment Pursuant to Health & Safety Code § 25249.7(b).**

In settlement of all the claims referred to in this Consent To Judgment, Diamond Baseball shall pay an initial civil penalty in the amount of \$3,000 on or before October 15, 2013. The civil penalty shall be apportioned in accordance with California Health & Safety Code § 25249.12(c) & (d), with 75% of these funds remitted to the State of California's Office of Environmental Health Hazard Assessment ("OEHHA") and the remaining 25% of the penalty remitted to Laurence Vinocur. Diamond Baseball shall issue two separate checks for the penalty payment: (a) one check made payable to OEHHA in the amount of \$2,250 representing 75% of the total penalty; and (b) one check to "The Chanler Group in Trust for Laurence Vinocur" in the amount of \$750, representing 25% of the total penalty. Two separate 1099s shall be issued for the above payments. The checks and 1099s shall be delivered to the addresses listed in Section 4.3 below.

**4.2 Final Civil Penalty Payment Pursuant to Health & Safety Code § 25249.7(b).**

Pursuant to Health & Safety Code § 25249.7(b), on or before February 15, 2014, Diamond Baseball shall pay a final civil penalty in the amount of \$12,000. The final civil penalty shall be waived in its entirety, if, on or before February 1, 2014, an officer of Diamond Baseball certifies to Vinocur's counsel, in writing, that as of the date of certification and continuing into the future, all Covered Products manufactured, imported, distributed, sold or offered for sale by Diamond Baseball in California are Reformulated Products.

Unless waived, the final civil penalty shall be allocated according to Health & Safety Code § 25249.7(c)(1) and (d), with 75% of the penalty payment earmarked for OEHHA, and the remaining 25% of the penalty earmarked for Vinocur. Diamond Baseball shall issue two separate checks for the final penalty payment: (a) one check made payable to OEHHA in the amount of

1 \$9,000 representing 75% of the total penalty; and (b) one check to “The Chanler Group in Trust  
2 for Laurence Vinocur” in the amount of \$3,000, representing 25% of the total penalty. Two  
3 separate 1099s shall be issued for the above payments. The checks and 1099s shall be delivered  
4 to the addresses listed in Section 3.3 below.

5 4.3 **Payment Procedures.**

6 4.3.1 **Issuance of Payments.** Payments shall be delivered as follows:

7 (a) All payments owed to Vinocur, pursuant to Sections 4.1 through 4.2,  
8 shall be delivered to the following payment address:

9 The Chanler Group  
10 Attn: Proposition 65 Controller  
11 2560 Ninth Street  
12 Parker Plaza, Suite 214  
13 Berkeley, CA 94710

14 (b) All payments owed to OEHHA (EIN: 68-0284486), pursuant to  
15 Sections 4.1 through 4.2, shall be delivered directly to OEHHA  
16 (Memo line “Prop 65 Penalties”) at the following addresses:

17 For United States Postal Service Delivery:

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

23 For Non-United States Postal Service Delivery:

24 Mike Gyurics  
25 Fiscal Operations Branch Chief  
26 Office of Environmental Health Hazard Assessment  
27 1001 I Street  
28 Sacramento, CA 95814

With a copy of the checks payable to OEHHA mailed to The Chanler  
Group at the address set forth above in 4.3.1(a), as proof of payment to  
OEHHA.

4.3.2 **Issuance of 1099 Forms.** After each penalty payment, Diamond Baseball  
shall issue separate 1099 forms for each payment to Vinocur, whose

1 address and tax identification number shall be furnished upon request after  
2 this Settlement Agreement has been fully executed by the Parties, and  
3 OEHHA at the addresses listed in Section 4.3.1 above.

4 **4.4 Reimbursement of Plaintiff's Fees and Costs.**

5 The Parties acknowledge that Vinocur and his counsel offered to resolve this dispute  
6 without reaching terms on the amount of fees and costs to be reimbursed to them, thereby  
7 leaving this fee issue to be resolved after the material terms of the agreement had been settled.  
8 Diamond Baseball then expressed a desire to resolve the fee and cost issue shortly after the other  
9 settlement terms had been finalized. The Parties then attempted to (and did) reach an accord on  
10 the compensation due to Vinocur and his counsel under general contract principles and the  
11 private attorney general doctrine codified at California Code of Civil Procedure section 1021.5,  
12 for all work performed in this matter, and those fees that may be incurred on appeal. Under  
13 these legal principles, Diamond Baseball shall pay the amount of \$36,000 for fees and costs  
14 incurred investigating, litigating and enforcing this matter, including the fees and costs incurred  
15 (and yet to be incurred) negotiating, drafting, and obtaining the Court's approval of this Consent  
16 To Judgment in the public interest.

17 This payment shall be delivered and made payable to The Chanler Group no later than  
18 five (5) days after entry of judgment.

19 **4.5 Issuance of 1099 Forms.** After the Consent To Judgment has been approved and  
20 the settlement funds have been transmitted to plaintiff's counsel, Diamond Baseball shall issue  
21 three separate 1099 forms, as follows:

22 4.5.1 The first 1099 shall be issued to the Office of Environmental Health Hazard  
23 Assessment, P.O. Box 4010, Sacramento, CA 95814 (EIN: 68-0284486) in the amount of  
24 \$2,250;

25 4.5.2 The second 1099 shall be issued to Vinocur in the amount of \$750, whose  
26 address and tax identification number shall be furnished upon request; and

27 4.5.3 The third 1099 shall be issued to The Chanler Group (EIN: 94-3171522) in  
28 the amount of \$36,000.

1           4.6    **Payment Address.** All payments to the Chanler Group shall be delivered to the  
2 following payment address:

3                   The Chanler Group  
4                   Attn: Proposition 65 Controller  
5                   2560 Ninth Street  
6                   Parker Plaza, Suite 214  
7                   Berkeley, CA 94710

8    **5.       CLAIMS COVERED AND RELEASED**

9           5.1    **Vinocur’s Public Release of Proposition 65 Claims.**

10           This Consent To Judgment is a full, final, and binding resolution between Vinocur and  
11 Diamond Baseball and its parents, shareholders, divisions, subdivisions, subsidiaries, partners,  
12 officers, affiliates, and sister companies and their successors and assigns (“Defendant  
13 Releasees”), and their downstream distributors, wholesalers, customers, retailers, franchisees,  
14 cooperative members, licensors, and licensees, and any other person or entity to whom they  
15 directly or indirectly distribute or sell Covered Products, (“Downstream Defendant Releasees”),  
16 of any violation of Proposition 65 that has been asserted by Vinocur in the public interest, through  
17 a Proposition 65 60-Day Notice of Violation against Diamond Baseball, Defendant Releasees,  
18 and Downstream Defendant Releasees regarding the failure to warn about exposure to DEHP in  
19 Covered Products. Defendant Releasees’ compliance with this Consent To Judgment shall  
20 constitute compliance with Proposition 65 with respect to DEHP in Covered Products after the  
21 Effective Date.

22           5.2    **Vinocur’s Individual Release of Claims.**

23           Vinocur, on behalf of himself, his past and current agents, representatives, attorneys,  
24 successors, and/or assignees, and in the interest of the general public, hereby waives all rights to  
25 institute or participate in, directly or indirectly, any form of legal action and releases all claims,  
26 including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities,  
27 demands, obligations, damages, costs, fines, penalties, losses, or expenses (including, but not  
28 limited to, investigation fees, expert fees, and attorneys' fees) of any nature whatsoever, whether  
known or unknown, fixed or contingent (collectively “Claims”), against Diamond Baseball,

1 Defendant Releasees, and Downstream Defendant Releasees arising from any violation of  
2 Proposition 65 regarding the failure to warn about exposure to DEHP in Covered Products.

3 Vinocur further acknowledges that he has read California Civil Code Section 1542, and  
4 waives all rights thereunder, which Section provides:

5 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE  
6 CREDITOR DOES NOT KNOW OR SUSPECT TO 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 HIS OR  
9 HER SETTLEMENT WITH THE DEBTOR.

10 Vinocur, in his individual capacity only and *not* in his representative capacity, expressly waives  
11 and relinquishes any and all rights and benefits which he may have under, or which may be  
12 conferred on him by the provisions of Section 1542 of the California Civil Code as well as under  
13 any other state or federal statute or common law principle of similar effect, to the fullest extent  
14 that he may lawfully waive such rights or benefits pertaining to the released matters. In  
15 furtherance of such intention, the release hereby given shall be and remain in effect as a full and  
16 complete release notwithstanding the discovery or existence of any such additional or different  
17 claims or facts arising out of the released matters.

18 This release is expressly limited to those claims that arise under Proposition 65, as such  
19 claims relate to Defendant's alleged failure to warn about exposures to or identification of the  
20 DEHP contained in the Covered Products, as such claims are identified in the Proposition 65 60-  
21 Day Notice to Defendant and to the extent that any alleged violations occur prior to thirty (30)  
22 days after the Effective Date.

23 **5.3 Diamond Baseball's Release of Vinocur.**

24 Diamond Baseball waives any and all Claims against Vinocur, his attorneys, and other  
25 representatives for any and all actions taken or statements made (or those that could have been  
26 taken or made) by Vinocur and his attorneys and other representatives, whether in the course of  
27 investigating claims or otherwise seeking enforcement of Proposition 65 against them in this  
28 matter, and/or with respect to the Covered Products.

Diamond Baseball further acknowledges that it has read California Civil Code Section  
1542, and waives all rights thereunder, which Section provides:

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

4 Diamond Baseball expressly waives and relinquishes any and all rights and benefits which it may  
5 have under, or which may be conferred on it by the provisions of Section 1542 of the California  
6 Civil Code as well as under any other state or federal statute or common law principle of similar  
7 effect, to the fullest extent that it may lawfully waive such rights or benefits pertaining to the  
8 released matters. In furtherance of such intention, the release hereby given shall be and remain in  
9 effect as a full and complete release notwithstanding the discovery or existence of any such  
10 additional or different claims or facts arising out of the released matters.

## 11 **6. COURT APPROVAL**

12 6.1 By this Consent To Judgment and upon its approval, the Parties waive their right  
13 to trial on the merits, and waive rights to seek appellate review of any and all interim rulings,  
14 including all pleadings, procedural and discovery orders.

15 6.2 The parties acknowledge that, pursuant to California Health & Safety Code §  
16 25249.7, a noticed motion is required to obtain judicial approval of this Consent To Judgment,  
17 which Vinocur shall file, and Diamond Baseball shall join.

18 6.3 If this Consent To Judgment is not approved by the Court, (a) this Consent To  
19 Judgment and any and all prior agreements between the Parties merged herein shall terminate and  
20 become null and void, and the action shall revert to the status that existed prior to the execution  
21 date of this Consent To Judgment; (b) no term of this Consent To Judgment or any draft thereof,  
22 or of the negotiation, documentation, or other part or aspect of the Parties' settlement discussions,  
23 shall have any effect, nor shall any such matter be admissible in evidence for any purpose in this  
24 action, or in any other proceeding; and (c) the Parties agree to meet and confer to determine  
25 whether to modify the terms of the Consent To Judgment and to resubmit it for approval.

## 26 **7. ATTORNEYS' FEES**

27 7.1 Should Plaintiff prevail on any motion, application for an order to show cause or  
28 other proceeding to enforce a violation of this Consent To Judgment, Plaintiff shall be entitled to

1 his reasonable attorneys' fees and costs incurred as a result of such motion or application. Should  
2 Diamond Baseball prevail on any motion, application for an order to show cause or other  
3 proceeding, Diamond Baseball may be awarded its reasonable attorneys' fees and costs as a result  
4 of such motion or application upon a finding by the court that Plaintiff's prosecution of the  
5 motion or application lacked substantial justification. For purposes of this Consent To Judgment,  
6 the term substantial justification shall carry the same meaning as used in the Civil Discovery Act  
7 of 1986, Code of Civil Procedure Section 2016, *et seq.*

8 7.2 Except as otherwise provided in this Consent To Judgment, each Party shall bear  
9 its own attorneys' fees and costs.

10 7.3 Nothing in this Section 7 shall preclude a Party from seeking an award of  
11 sanctions pursuant to law.

## 12 **8. GOVERNING LAW**

13 8.1 The terms of this Consent To Judgment shall be governed by the laws of the State  
14 of California, and shall apply only to Covered Products offered for sale in the State of California.  
15 In the event that Proposition 65 is repealed or is otherwise rendered inapplicable by reason of law  
16 generally, or as to the Covered Products, then Diamond Baseball may provide written notice to  
17 Vinocur of any asserted change in the law, and shall have no further obligations pursuant to this  
18 Consent To Judgment with respect to, and to the extent that, the Covered Products are so affected.

19 8.2 The Parties, including their counsel, have participated in the preparation of this  
20 Consent To Judgment and this Consent To Judgment is the result of the joint efforts of the  
21 Parties. This Consent To Judgment was subject to revision and modification by the Parties and  
22 has been accepted and approved as to its final form by all Parties and their counsel. Accordingly,  
23 any uncertainty or ambiguity existing in this Consent To Judgment shall not be interpreted against  
24 any Party as a result of the manner of the preparation of this Consent To Judgment. Each Party to  
25 this Consent To Judgment agrees that any statute or rule of construction providing that  
26 ambiguities are to be resolved against the drafting Party should not be employed in the  
27 interpretation of this Consent To Judgment and, in this regard, the Parties hereby waive California  
28 Civil Code § 1654.

1     **9.     NOTICES**

2             9.1     Unless specified herein, all correspondence and notices required to be provided  
3 pursuant to this Consent To Judgment shall be in writing and personally delivered or sent by: (i)  
4 first-class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any  
5 Party by the other Party at the following addresses:

6             To Diamond Baseball:

7                     Elizabeth V. McNulty  
8                     Hewitt Wolensky McNulty & Hickson LLP  
9                     4041 MacArthur Blvd., Suite 300  
10                    Newport Beach, Ca. 92660  
                      949-783-5050 (main)  
                      949-783-5051 (fax)

11            To Vinocur:

12                    Proposition 65 Coordinator  
13                    The Chanler Group  
14                    2560 Ninth Street  
                      Parker Plaza, Suite 214  
                      Berkeley, CA 94710-2565

15            9.2     Any Party, from time to time, may specify in writing to the other Party a change of  
16 address to which all notices and other communications shall be sent.

17     **10.    MODIFICATION**

18            10.1    **Modification.** This Consent To Judgment may be modified by written agreement  
19 of the Parties and upon entry of a modified Consent To Judgment by the court, or by motion of  
20 any Party and entry of a modified Consent To Judgment by the court.

21            10.2    **Subsequent Legislation.** If, subsequent to the Effective Date, legislation or  
22 regulation is adopted that addresses the DEHP content of Covered Products sold in California,  
23 any Party shall be entitled to request that the Court modify the reformulation standard of Section  
24 3.1 of this Consent To Judgment for good cause shown.

25            10.3    **Notice; Meet and Confer.** Any Party seeking to modify this Consent To  
26 Judgment shall attempt in good faith to meet and confer with the other Party prior to filing a  
27 motion to modify the Consent To Judgment.

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1     **11.    ENTIRE AGREEMENT**

2           11.1   This Consent To Judgment contains the sole and entire agreement and  
3   understanding of the Parties with respect to the entire subject matter hereof, and any and all prior  
4   discussions, negotiations, commitments, or understandings related thereto, if any, are hereby  
5   merged herein and therein. No supplementation, modification, waiver, or termination of this  
6   Consent To Judgment shall be binding unless executed in writing by the Party to be bound  
7   thereby. No waiver of any of the provisions of this Consent To Judgment shall be deemed or  
8   shall constitute a waiver of any of the other provisions hereof whether or not similar, nor shall  
9   such waiver constitute a continuing waiver.

10    **12.    RETENTION OF JURISDICTION**

11           12.1   This Court shall retain jurisdiction of this matter to implement or modify the  
12   Consent To Judgment and shall retain jurisdiction to enforce this Consent To Judgment, or any  
13   provision thereof, under C.C.P §664.6.

14    **13.    COUNTERPARTS; FACSIMILE SIGNATURES**

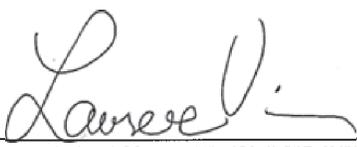
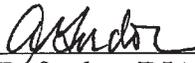
15           13.1   This Consent To Judgment may be executed in counterparts and by facsimile or  
16   portable document format (pdf), each of which shall be deemed an original, and all of which,  
17   when taken together, shall constitute one and the same document.

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**14. AUTHORIZATION**

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

AGREED TO:	AGREED TO:
Date: <u>September 26, 2013</u>	Date: <u>SEPTEMBER 25, 2013</u>
By: <u></u> Plaintiff LAURENCE VINOCUR	By: <u> PRESIDENT</u> Defendant DIAMOND BASEBALL COMPANY, INC.