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Attorneys for Defendants  
AMERICAN DIAGNOSTIC CORPORATION and  
HAMILTON BELL CO., INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

UNLIMITED CIVIL JURISDICTION

DR. WHITNEY R. LEEMAN and  
ANTHONY E. HELD, PhD., P.E.,

Plaintiffs,

v.

AMERICAN DIAGNOSTIC  
CORPORATION; HAMILTON BELL CO.,  
INC.; and DOES 1-150, inclusive,

Defendants.

) Case No. RG13706417

)

) **[PROPOSED] CONSENT JUDGMENT AS**  
) **TO DEFENDANT AMERICAN**  
) **DIAGNOSTIC CORPORATION AND**  
) **HAMILTON BELL CO., INC.**

)

)

)

) Date:

) Time:

) Dept: 24

) Judge: Hon. Frank Roesch

1       **1.     INTRODUCTION**

2  
3                   **1.1     Anthony E. Held, PhD., P.E., Dr. Whitney R. Leeman, and American  
4                   Diagnostic Corporation, Hamilton Bell Co., Inc.**

5               This Consent Judgment is entered into by and between plaintiffs Anthony E. Held, PhD.,  
6 P.E. (“Held”), Dr. Whitney R. Leeman (“Leeman”);collectively referred to as “Plaintiffs”), and  
7 defendants American Diagnostic Corporation (“ADC”) and Hamilton Bell Co., Inc. (“HBI”)  
8 with Held and Leeman, and ADC and HBI collectively referred to as the “Parties.”

9                   **1.2     Anthony E. Held, PhD., P.E.**

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

13                   **1.3     Dr. Whitney R. Leeman.**

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

17                   **1.4     American Diagnostic Corporation.**

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

21                   **1.5     Hamilton Bell Co., Inc.**

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

25                   **1.6     General Allegations.**

26               Held and Leeman allege that ADC and HBI have manufactured, imported, distributed  
27 and/or sold instrument pouches/cases and vinyl/PVC tape measures causing an exposure to lead  
28

1 for use in the State of California without the requisite Proposition 65 warnings. Lead is listed  
2 pursuant to Proposition 65 as a chemical known to the State of California to cause cancer.

3 **1.7 Notices of Violation.**

4 On May 31 2013, Leeman served ADC, HBI, and various public enforcement agencies  
5 with a document entitled “60-Day Notice of Violation” alleging that ADC and HBI violated  
6 Proposition 65 by failing to warn consumers that instrument pouches/cases including, but not  
7 limited to, the *EKG Caliper, #395 (UPC #6 34782 00191 9; 7 49361 13510 4)* exposed users in  
8 California to lead. On September 26 2013, Held served ADC, HBI, and various public  
9 enforcement agencies with a document entitled “Supplemental 60-Day Notice of Violation”  
10 alleging that ADC and HBI violated Proposition 65 by failing to warn consumers that instrument  
11 pouches/cases including, but not limited to, the *EKG Caliper, #395 (UPC #6 34782 00191 9; 7*  
12 *49361 13510 4)*;and that ADC sold vinyl/PVC tape measures, including but not limited to the  
13 *ADC Woven Tape Measure, #396, (UPC #6 34782 03288 3)* exposed users in California to lead  
14 (“Notices”).

15 **1.8 Complaint.**

16 On December 11, 2013, Leeman and Held filed a complaint in the Superior Court in and  
17 for the County of Alameda against ADC, HBI, and Does 1 through 150, *Leeman, Held v.*  
18 *American Diagnostic Corporation, et al.*, Case No. RG13706417 (“Action”), alleging violations  
19 of California Health & Safety Code § 25249.6, based on the alleged exposures to lead contained  
20 in certain instrument pouches/cases and vinyl/PVC tape measures sold by ADC and HBI in the  
21 State of California.

22 **1.9 No Admission.**

23 The Parties enter into this Consent Judgment as a full and final settlement of all claims  
24 that were raised in the Notices and Complaint, or that could have been raised in the Complaint,  
25 arising out of the facts or conduct alleged therein. ADC and HBI deny the material, factual and  
26 legal allegations contained in the Notices and the Complaint, and maintain that all of the  
27 products they have manufactured, imported, distributed and/or sold in the State of California,  
28

1 including the Covered Products, have been, and are, in compliance with all laws. By execution  
2 of this Consent Judgment and agreeing to comply with its terms, ADC and HBI do not admit any  
3 facts or conclusions of law, including, but not limited to, any facts or conclusions of law  
4 suggesting or demonstrating any violations of Proposition 65 or any other statutory, common  
5 law or equitable requirements relating to lead in Covered Products, such being specifically  
6 denied by ADC and HBI. Nothing in this Consent Judgment shall be construed as an admission  
7 by ADC and HBI of any fact, conclusion of law, issue of law or violation of law, nor shall  
8 compliance with this Consent Judgment constitute or be construed as an admission by ADC and  
9 HBI of any fact, conclusion of law, issue of law, or violation of law. Nothing in this Consent  
10 Judgment shall prejudice, waive or impair any right, remedy, argument or defense ADC and HBI  
11 may have in this or any other future legal proceedings. This Consent Judgment is the product of  
12 negotiation and compromise and is accepted by ADC and HBI for purposes of settling,  
13 compromising, and resolving issues disputed in this action. However, this Section shall not  
14 diminish or otherwise affect the obligations, responsibilities and duties of ADC and HBI under  
15 this Consent Judgment.

16 **1.10 Consent to Jurisdiction.**

17 For purposes of this Consent Judgment only, ADC and HBI stipulates that this Court has  
18 jurisdiction over ADC and HBI as to the allegations contained in the Complaint, that venue is  
19 proper in the County of Alameda and that this Court has jurisdiction to enter and enforce the  
20 provisions of this Consent Judgment.

21 **2. DEFINITIONS**

22 **2.1** “Covered Products” means any instrument pouches/cases including, but not  
23 limited to, the *EKG Caliper, #395 (UPC #6 34782 00191 9; 7 49361 13510 4)*, and any  
24 vinyl/PVC tape measures, including but not limited to the *ADC Woven Tape Measure, #396,*  
25 *UPC #6 34782 03288 3)* manufactured, imported, distributed and/or sold in the State of  
26 California by ADC and HBI.

27 **2.2** “Effective Date” means September 30, 2014.

1           **2.3**     “Vendor” means a person or entity that manufactures, imports, distributes, or  
2 supplies a product to ADC and HBI.

3           **3.     INJUNCTIVE RELIEF: PRODUCT REFORMULATION**

4           **3.1     Reformulation Commitment and Standards.**

5           As of the Effective Date, ADC and HBI shall only manufacture or sell Covered  
6 Products which contain less than or equal to lead 100 parts per million of lead in each  
7 Accessible Component when analyzed pursuant to EPA testing methodologies utilized by  
8 federal or state agencies for the purpose of determining lead content in a solid substance  
9 (“Reformulated Covered Products”). By entering into this Consent Judgment, the Parties do  
10 not intend to expand or restrict any obligations or responsibilities that may be imposed upon  
11 ADC and HBI by laws other than Proposition 65, nor do the Parties intend this Consent  
12 Judgment to affect any defenses available to ADC and HBI under such other laws.

13           **3.2     Vendor Notification Requirement.**

14           To the extent it has not already done so, on or before the Effective Date, ADC and HBI  
15 shall provide the reformulation standards specified in Section 3.1 for Reformulated Covered  
16 Products to any and all of its vendors of Covered Products or their component parts that will be  
17 sold or offered for sale to California consumers, and shall instruct each vendor to provide only  
18 Reformulated Covered Products or component parts that meet the reformulation standards for  
19 Reformulated Covered Products in Section 3.1 above.

20           **3.3     Sales of Existing Products with Warnings**

21           Nothing in this consent judgment shall preclude ADC and HBI from shipping and selling  
22 in California its existing inventory of Products. Commencing on September 30, 2014, ADC and  
23 HBI agrees that any Products that ADC and HBI manufactured prior to September 30, 2014, and  
24 which ADC and HBI directly distributes to, imports to, ships to, sells in, or offers for sale in  
25 California that are not Reformulated Products as defined in Section 3.1 will include a warning  
26 affixed to the packaging, labeling, or directly on each Product that states:

27  
28

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

3                   **4.        MONETARY PAYMENTS**

4                   In settlement of all the claims referred to in this Consent Judgment, ADC and HBI shall  
5                   pay a total of \$23,000 in civil penalties in accordance with this Section. Each penalty payment  
6                   will be allocated in accordance with California Health & Safety Code § 25249.12(c)(1) & (d),  
7                   with 75% of the funds remitted to the California Office of Environmental Health Hazard  
8                   Assessment (“OEHHA”), 12.5% of the penalty remitted to Leeman, and 12.5% of the penalty  
9                   remitted to Held, as follows:

10                   **4.1       Initial Civil Penalty Payment Pursuant to Health & Safety Code §**  
11                   **25249.7(b).**

12                   ADC and HBI shall pay an initial civil penalty in the amount of \$3,000.00 on or before  
13                   September 30, 2014. ADC and HBI shall issue three separate checks to: (a) OEHHA, in the  
14                   amount of \$2,250.00; (b) “The Chanler Group in Trust for Dr. Whitney R. Leeman” in the  
15                   amount of \$375.00; and (c) “The Chanler Group in Trust for Anthony E. Held, PhD., P.E.” in the  
16                   amount of \$375.00. All penalty payments shall be delivered to the addresses listed in Section  
17                   4.4.1 below.

18                   **4.2       Final Civil Penalty Pursuant to Health & Safety Code §25249.7(b).**

19                   ADC and HBI shall pay a final civil penalty in the amount \$20,000 on or before  
20                   November 30, 2014. The final civil penalty shall be waived in its entirety, if, on or before  
21                   November 15, 2014, an Officer of ADC and an Officer of HBI certify in writing that it, as of  
22                   September 30, 2014, each one has manufactured for sale in California only Reformulated  
23                   Covered Products and that each will continue to manufacture, distribute, sell and offer for sale in  
24                   California only Reformulated Covered Products, or that each have discontinued selling the  
25                   Covered Products on or before the Effective Date. Such certification must be received by The  
26                   Chanler Group on or before November 15, 2014. The certification in lieu of paying the final  
27                   civil penalty provided by this Section is a material term, and time is of the essence. Unless  
28                   waived, ADC and HBI shall issue three separate checks for its final civil penalty payment to: (a)

1 OEHHA, in the amount of \$15,000.00; (b) “The Chanler Group in Trust for Dr. Whitney R.  
2 Leeman” in the amount of \$2,500.00; and (c) “The Chanler Group in Trust for Anthony E. Held,  
3 PhD., P.E.” in the amount of \$2,500.00.

#### 4 **4.3 Reimbursement of Plaintiff’s Fees and Costs.**

5 The Parties acknowledge that Leeman and Held, and their counsel, offered to resolve this  
6 dispute without reaching terms on the amount of fees and costs to be reimbursed to them,  
7 thereby leaving the fee issue to be resolved after the material terms of the agreement had been  
8 settled. ADC and HBI then expressed a desire to resolve the fee and cost issue shortly after the  
9 other settlement terms had been finalized. The Parties then attempted to (and did) reach an  
10 accord on the compensation due to Leeman and Held and their counsel under general contract  
11 principles and the private attorney general doctrine codified at California Code of Civil  
12 Procedure section 1021.5, for all work performed (and to be performed) in this matter, except  
13 fees that may be incurred in connection with a third-party, including the Office of the Attorney  
14 General, appeal (if any). Under these legal principles, ADC and HBI shall pay the amount of  
15 \$36,000.00 to reimburse Plaintiffs’ fees and costs incurred investigating, litigating and enforcing  
16 this matter, including the fees and costs incurred (and yet to be incurred) negotiating, drafting,  
17 and obtaining the Court’s approval of this Consent Judgment in the public interest. This  
18 payment shall be made payable to no later than September 30, 2014, to The Chanler Group and  
19 shall be delivered to the address in Section 4.4.1(a) below.

#### 20 **4.4 Payment Procedures.**

##### 21 **4.4.1 Funds Held In Trust**

22 (a) All payments owed to Leeman and Held, pursuant to Sections  
23 4.1 through 4.2, shall be delivered to the following payment address:

24 The Chanler Group  
25 Attn: Proposition 65 Controller  
26 2560 Ninth Street  
27 Parker Plaza, Suite 214  
28 Berkeley, CA 94710

(b) All payments owed to OEHHA (EIN: 68-0284486), pursuant to

1 Sections 4.1 and 4.2, shall be delivered directly to OEHHA (Memo  
2 line “Prop 65 Penalties”) at the following addresses:

3 For United States Postal Service Delivery:

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

9 For Non-United States Postal Service Delivery:

10 Mike Gyurics  
11 Fiscal Operations Branch Chief  
12 Office of Environmental Health Hazard Assessment  
13 1001 I Street  
14 Sacramento, CA 95814

15 With a copy of the checks payable to OEHHA mailed to The Chanler  
16 Group at the address set forth above in 4.4.1(a), as proof of payment to  
17 OEHHA.

18 If for any reason this Consent Judgment is not entered by the Court within nine (9)  
19 months of September 30, 2014, Plaintiffs shall meet and confer with ADC and HBI about  
20 mutually agreeable steps the parties can take to ensure entry of the Consent Judgment. If such  
21 steps cannot be agreed between the Parties, Plaintiffs shall return promptly any and all monies  
22 paid and held in trust herein under Sections 4.1, 4.2 (if not waived) and 4.3 upon ADC’s and  
23 HBI’s written request.

#### 24 **4.4.2 Issuance of 1099 Forms**

25 After each penalty payment, ADC and HBI shall issue separate 1099 forms for each  
26 payment to Leeman and Held, whose address and tax identification number shall be furnished  
27 upon request after this Consent Judgment has been fully executed by the Parties at the addresses  
28 listed in Section 4.4.1 above.

### 29 **5. CLAIMS COVERED AND RELEASED**

30 **5.1** Leeman and Held, acting on behalf of themselves and in the public interest,  
31 hereby release ADC and HBI, their parents, subsidiaries, affiliated entities that are under

1 common ownership, directors, officers, employees, attorneys, shareholders (“Defendant  
2 Releasees”), and any of their downstream distributors, wholesalers, customers, retailers,  
3 franchisees, cooperative members, licensors, licensees, and any other person or entity to whom  
4 they directly or indirectly distribute or sell Covered Products (“Downstream Defendant  
5 Releasees”), from any alleged or actual violation of Proposition 65 that has been asserted by  
6 Leeman and Held in the public interest in their Notices and Complaint regarding the alleged  
7 failure to warn about exposure to lead in Covered Products sold or distributed by ADC and HBI  
8 prior to the Effective Date. ADC’s and HBI’s compliance with this Consent Judgment shall  
9 constitute compliance with Proposition 65 with respect to lead in Covered Products.

10 **5.2** Leeman and Held on behalf of themselves, their past and current agents,  
11 representatives, attorneys, successors, and/or assignees, and in the interest of the general public,  
12 hereby waive all rights to institute or participate in, directly or indirectly, any form of legal  
13 action and releases all claims, including, without limitation, all actions, and causes of action, in  
14 law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses,  
15 or expenses (including, but not limited to, investigation fees, expert fees, and attorneys' fees) of  
16 any nature whatsoever, whether known or unknown, fixed or contingent (collectively “Claims”),  
17 against ADC and HBI, Defendant Releasees, and Downstream Defendant Releasees arising from  
18 any violation of Proposition 65 regarding the failure to warn about exposure to lead in Covered  
19 Products sold or distributed prior to the Effective Date.

20 **5.3** Leeman and Held also, in their individual capacities only and *not* in their  
21 representative capacities, provide a general release herein which shall be effective as a full and  
22 final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses,  
23 attorneys’ fees, damages, losses, claims, liabilities and demands of Leeman and Held of any  
24 nature, character or kind, known or unknown, suspected or unsuspected, arising out of alleged  
25 exposure to any chemical listed under Proposition 65 from use of the Covered Products  
26 manufactured prior to the Effective Date. Leeman and Held acknowledge that they are familiar  
27 with Section 1542 of the California Civil Code, which provides as follows:  
28

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  
4 KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS  
5 OR HER SETTLEMENT WITH THE DEBTOR.

6 Leeman and Held, in their individual capacities only and *not* in their representative capacities,  
7 expressly waive and relinquish any and all rights and benefits which they may have under, or  
8 which may be conferred on them by the provisions of Section 1542 of the California Civil Code  
9 as well as under any other state or federal statute or common law principle of similar effect, to  
10 the fullest extent that they may lawfully waive such rights or benefits pertaining to the released  
11 matters. In furtherance of such intention, the release hereby given shall be and remain in effect  
12 as a full and complete release notwithstanding the discovery or existence of any such additional  
13 or different claims or facts arising out of the released matters.

14 The Parties further understand and agree that this release shall not extend upstream to  
15 any entities, other than ADC and HBI, that manufactured the Covered Products or any  
16 component parts thereof, or any distributors or suppliers who sold the Covered Products or any  
17 component parts thereof to ADC and HBI.

18 **5.4** ADC and HBI waive any and all Claims against Leeman and Held, their  
19 attorneys, and other representatives for any and all actions taken or statements made (or those  
20 that could have been taken or made) by Leeman and Held and their attorneys and other  
21 representatives, whether in the course of investigating claims or otherwise seeking enforcement  
22 of Proposition 65 against them in this matter, and/or with respect to the Covered Products.

23 **5.5** ADC and HBI also provide a general release herein which shall be effective as a  
24 full and final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs,  
25 expenses, attorneys' fees, damages, losses, claims, liabilities and demands of ADC and HBI of  
26 any nature, character or kind, known or unknown, suspected or unsuspected, arising out of the  
27 subject matter of the Action. ADC and HBI acknowledge that they are familiar with Section  
28 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE  
CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER

1 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF  
2 KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS  
OR HER SETTLEMENT WITH THE DEBTOR.

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

10 **6. COURT APPROVAL**

11 **6.1** By this Consent Judgment and upon its approval, the Parties waive their right to a  
12 trial on the merits, and waive their right to initiate appellate review of this Consent Judgment,  
13 and of any and all interim rulings, including all pleading, procedural, and discovery orders.

14 **6.2** The parties acknowledge that, pursuant to California Health & Safety Code §  
15 25249.7, a noticed motion is required to obtain judicial approval of this Consent Judgment,  
16 which Leeman and Held shall file and which ADC and HBI shall support as reasonably  
17 necessary.

18 **6.3** If this Consent Judgment is not approved by the Court: (a) this Consent Judgment  
19 and any and all prior agreements between the Parties merged herein shall terminate and become  
20 null and void, and the action shall revert to the status that existed prior to the execution date of  
21 this Consent Judgment; (b) no term of this Consent Judgment or any draft thereof, or of the  
22 negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall  
23 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 Judgment and to resubmit it for approval.

1       **7.       GOVERNING LAW**

2               **7.1**       The terms of this Consent Judgment shall be governed by the laws of the State of  
3 California, and shall apply only to Covered Products offered for sale in the State of California.  
4 In the event that Proposition 65 is repealed or is otherwise rendered inapplicable by reason of  
5 law generally, or as to the Covered Products, then ADC and HBI may provide written notice to  
6 Leeman and Held of any asserted change in the law, and shall have no further obligations  
7 pursuant to this Consent Judgment with respect to, and to the extent that, the Covered Products  
8 are so affected.

9               **7.2**       The Parties, including their counsel, have participated in the preparation of this  
10 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This  
11 Consent Judgment was subject to revision and modification by the Parties and has been accepted  
12 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty  
13 or ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a  
14 result of the manner of the preparation of this Consent Judgment. Each Party to this Consent  
15 Judgment agrees that any statute or rule of construction providing that ambiguities are to be  
16 resolved against the drafting Party should not be employed in the interpretation of this Consent  
17 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

18       **8.       NOTICES**

19               **8.1**       Unless specified herein, all correspondence and notices required to be provided  
20 pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (i)  
21 first-class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any  
22 Party by the other Party at the following addresses:

23               To ADC and HBI:

24                       David M. Glaspy  
25                       McGivney, Kluger & Glaspy  
26                       100 Pringle Ave., Suite 750  
27                       Walnut Creek, CA 94596

28               To Leeman and Held:

                      Proposition 65 Coordinator  
                      The Chanler Group

1 2560 Ninth Street  
2 Parker Plaza, Suite 214  
3 Berkeley, CA 94710-2565

4 **8.2** Any Party, from time to time, may specify in writing to the other Party a change  
5 of address to which all notices and other communications shall be sent.

## 6 **9. MODIFICATION**

7 **9.1 Modification.** This Consent Judgment may be modified by written agreement of  
8 the Parties and upon entry of a modified Consent Judgment by the court, or by motion of any  
9 Party and entry of a modified Consent Judgment by the court.

10 **9.2 Subsequent Legislation.** If, subsequent to the Effective Date, legislation or  
11 regulation is adopted that addresses the lead content of Covered Products sold in California  
12 hereunder, any Party shall be entitled to request that the Court modify the reformulation standard  
13 in Section 3.1 of this Consent Judgment for good cause shown.

14 **9.3 Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment  
15 or to allege a violation thereof shall first attempt in good faith to meet and confer with the other  
16 Party prior to filing a motion to modify the Consent Judgment.

## 17 **10. ENTIRE AGREEMENT**

18 **10.1** This Consent Judgment contains the sole and entire agreement and understanding  
19 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,  
20 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein.  
21 No supplementation, modification, waiver, or termination of this Consent Judgment shall be  
22 binding unless executed in writing by the Party to be bound thereby. No waiver of any of the  
23 provisions of this Consent Judgment shall be deemed or shall constitute a waiver of any of the  
24 other provisions hereof whether or not similar, nor shall such waiver constitute a continuing  
25 waiver unless set forth in writing between the Parties.

## 26 **11. RETENTION OF JURISDICTION**

27 **11.1** This Court shall retain jurisdiction of this matter to implement or modify the  
28 Consent To Judgment and shall retain jurisdiction to enforce this Consent Judgment, or any  
provision thereof, under C.C.P. §664.6.

1 **12. COUNTERPARTS; FACSIMILE SIGNATURES**

2 **12.1** This Consent Judgment may be executed in counterparts and by facsimile or  
3 portable document format (pdf), each of which shall be deemed an original, and all of which,  
4 when taken together, shall constitute one and the same document.

5 **13. AUTHORIZATION**

6 **13.1** The undersigned are authorized to execute this Consent Judgment on behalf of  
7 their respective Parties and have read, understood, and agree to all of the terms and conditions of  
8 this Consent Judgment.

9  
10 **AGREED TO:**  
11 Date: 8/21/14

**AGREED TO:**  
Date: \_\_\_\_\_

12  
13 By: Whitney Leeman  
14 Plaintiff Dr. Whitney R. Leeman

By: \_\_\_\_\_  
Defendant American Diagnostic Corporation

15  
16  
17 **AGREED TO:**  
18 Date: APPROVED  
By Tony Held at 2:01 pm, Aug 21, 2014

**AGREED TO:**  
Date: August 13, 2014

19  
20 By: Anthony E Held  
21 Plaintiff Anthony E. Held, PhD., P.E.

By: Linda Luciano  
Defendant Hamilton Bell Co., Inc.

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1 portable document format (pdf), each of which shall be deemed an original, and all of which,  
2 when taken together, shall constitute one and the same document.

3 **13. AUTHORIZATION**

4 **13.1** The undersigned are authorized to execute this Consent Judgment on behalf of  
5 their respective Parties and have read, understood, and agree to all of the terms and conditions of  
6 this Consent Judgment.

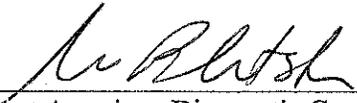
7  
8 **AGREED TO:**

**AGREED TO:**

9 Date: \_\_\_\_\_

Date: 8/20/14

10  
11 By: \_\_\_\_\_  
12 Plaintiff Dr. Whitney R. Leeman

By:   
12 Defendant American Diagnostic Corporation

13  
14  
15 **AGREED TO:**

**AGREED TO:**

16 Date: \_\_\_\_\_

Date: \_\_\_\_\_

17  
18 By: \_\_\_\_\_  
19 Plaintiff Anthony E. Held, PhD., P.E.

By: \_\_\_\_\_  
20 Defendant Hamilton Bell Co., Inc.