

1 Reuben Yeroushalmi (SBN 193981)

Daniel D. Cho (SBN 105409)

2 Ben Yeroushalmi (SBN 232540)

**YEROUSHALMI & YEROUSHALMI**

3 An Association of Independent Law Corporations

9100 Wilshire Boulevard, Suite 240W

4 Beverly Hills, California 90212

5 T: 310.623.1926 F: 310.623.1930

6 Attorneys for Plaintiff,

CONSUMER ADVOCACY GROUP, INC.

7 Paul S. Rosenlund (SBN 87660)

8 Michael L. Reitzell (SBN 215272)

**DUANE MORRIS LLP**

9 One Market Plaza, Spear Tower, Suite 2200

10 San Francisco, CA 94105

T: 415.957.3000 F: 415.957.3001

11 Attorneys for Defendants HAAS OUTDOORS, INC.,

12 TRUCK SHIELDS, LLC dba SIGNATURE PRODUCTS

GROUP, AUTOZONE, INC., AUTOZONE PARTS, INC.

13 KMART CORPORATION, and O'REILLY AUTO

ENTERPRISES, LLC

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **COUNTY OF LOS ANGELES**

16  
17 CONSUMER ADVOCACY GROUP, INC.,  
18 in the public interest,

19 Plaintiff,

20 v.

21 HAAS OUTDOORS, INC., a Mississippi  
22 Corporation; TRUCK SHIELDS, LLC dba  
23 SIGNATURE PRODUCTS GROUP, a Utah  
24 Limited Liability Company; AUTOZONE,  
25 INC., a Nevada Corporation; AUTOZONE  
26 PARTS, INC., a Nevada Corporation;  
27 KMART CORPORATION, a Michigan  
28 Corporation; O'REILLY AUTOMOTIVE  
STORES, INC., a Missouri Corporation;  
and DOES 1-20;

Defendants.

CASE NO. BC532252

[PROPOSED] CONSENT JUDGMENT

(Health & Safety Code, § 25249.5, *et seq.*)

Complaint Filed: January 6, 2014

1 **1. INTRODUCTION**

2 1.1 **Parties**

3 This Consent Judgment is entered into by and between plaintiff Consumer Advocacy  
4 Group, Inc. (“CAG”) and defendant Truck Shields, LLC dba Signature Products Group (“SPG”),  
5 with CAG and SPG collectively referred to as the “Parties.” Haas Outdoors, Inc., AutoZone,  
6 Inc., AutoZone Parts, Inc., Kmart Corporation, O’Reilly Auto Enterprises, LLC, and O’Reilly  
7 Automotive Stores, Inc. (d/b/a O’Reilly Auto Parts) are intended beneficiaries of the releases  
8 contained in this Consent Judgment and the dismissal of this action, with prejudice, as to them.

9 1.2 **CAG**

10 CAG is a California corporation that serves as a private enforcer of Proposition 65, as  
11 described in Proposition 65 and the regulations of the Attorney General of California at 11 Cal.  
12 Code Regs. § 3000 *et seq.*

13 1.3 **SPG**

14 SPG employs 10 or more persons and solely for purposes of this Consent Judgment is a  
15 person in the course of doing business for purposes of the Safe Drinking Water and Toxic  
16 Enforcement Act of 1986, California Health & Safety Code § 25249.6, *et seq.* (“Proposition  
17 65”).

18 1.4 **General Allegations**

19 CAG alleges that SPG has manufactured, imported, distributed and/or sold car  
20 accessories (steering wheel covers) that contain di(2-ethylhexyl)phthalate (“DEHP”) and/or lead  
21 without Proposition 65 warnings that are required by law. SPG and all other defendants deny  
22 CAG’s allegations.

23 1.5 **Notices of Violation**

24 CAG served some or all parties and various public enforcement agencies with five  
25 documents entitled “60-Day Notice of Violation” dated July 19, 2013, October 28, 2013, two on  
26 May 22, 2014, and October 31, 2014 (the “Notices”) that provided the recipients with notice of  
27 alleged violations of California Health & Safety Code § 25249.6 based on alleged failures to  
28 warn consumers and employees in the workplace that certain Covered Products (as defined

1 below) exposed users in California to DEHP and/or lead. To the best of the Parties' knowledge,  
2 no public enforcer has prosecuted the allegations set forth in the Notices.

3 **1.6 Complaint**

4 On January 6, 2014, CAG filed a complaint in the Superior Court in and for the County  
5 of Los Angeles, entitled *CAG v. Haas Outdoors, Inc., et al.*, Case No. BC532252 (the "Action"),  
6 alleging violations of California Health & Safety Code § 25249.6, based on the alleged  
7 exposures to DEHP and/or lead contained in certain steering wheel covers sold by Defendants in  
8 California (the "Complaint") against SPG, as well as by AutoZone, Inc. and AutoZone Parts, Inc.  
9 (collectively "AutoZone"), Kmart Corporation ("Kmart"), and Haas Outdoors, Inc. ("Haas").  
10 CAG later filed an amended complaint in the Action that added O'Reilly Automotive Stores, Inc.  
11 as a defendant, based upon the two May 22, 2014 Notices, and upon approval of this Consent  
12 Judgment by the court, this Consent Judgment also shall be deemed to include any and all  
13 violations referenced in any and all of the Notices. O'Reilly Auto Enterprises, LLC ("O'Reilly")  
14 is, however, the name of the entity that operates in California. AutoZone, Kmart and O'Reilly  
15 are retailers or affiliates of retailers of certain SPG products, but said companies did not design,  
16 produce, package or import the subject products. Haas is licensor of the Mossy Oak brand and  
17 graphics used by SPG with certain of its products, but Haas did not design, produce, package,  
18 import, distribute or sell the subject products. SPG, AutoZone, Haas, Kmart and O'Reilly are  
19 collectively referred to as "Defendants."

20 **1.7 No Admission**

21 Defendants deny the material, factual and legal allegations contained in the Notices and  
22 Complaint and maintain that all Covered Products sold in California have been and are in  
23 compliance with all applicable California laws and regulations. Nothing in this Consent  
24 Judgment shall be construed as an admission by Defendants of any fact, finding, issue of law, or  
25 violation of law, nor shall compliance with this Consent Judgment constitute or be construed as  
26 an admission by Defendants of any fact, finding, conclusion, issue of law, or violation of law.  
27 However, this section shall not diminish or otherwise affect SPG's obligations, responsibilities,  
28 and duties under this Consent Judgment.

1           **1.8     Consent to Jurisdiction**

2           For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
3 jurisdiction over Defendants as to the allegations contained in the Complaint, that venue is  
4 proper in the County of Los Angeles and that this Court has jurisdiction to enter and enforce the  
5 provisions of this Consent Judgment.

6           **2.     DEFINITIONS**

7           **2.1     Covered Products**

8           For purposes of this Consent Judgment, the term “Covered Products” shall mean steering  
9 wheel covers (with vinyl or PVC components) that are manufactured, imported, distributed  
10 and/or sold by SPG, that are sold or offered for sale in the State of California, including, but not  
11 limited to “MSW3401.”

12           **2.2     Effective Date**

13           For purposes of this Consent Judgment, the term “Effective Date” shall mean the date  
14 that this Consent Judgment is approved by the Court.

15           **3.     INJUNCTIVE RELIEF: WARNINGS**

16           **3.1     Reformulation**

17           Beginning on the Effective Date, SPG shall be permanently enjoined from manufacturing  
18 for sale in California, directly selling to a consumer in California, or Distributing into California,  
19 *without a warning compliant with Section 3.2*, any Covered Products containing (1) DEHP in  
20 concentrations not to exceed 0.1 percent (1,000 parts per million), and/or (2) lead in excess of  
21 0.01 percent (100 parts per million). Covered Products that do not require a warning under this  
22 Section 3.1 are “Reformulated Products.” “Distributing into California” and “Distribute into  
23 California” mean to ship any Covered Product to a California address for sale in California or to  
24 sell any of the Covered Products to a retailer that SPG knows will sell the Covered Product in  
25 California.

26           **3.2     Clear and Reasonable Warnings**

27           3.2.1 For those Covered Products that are subject to the warning requirement of  
28 Section 3.1, SPG shall provide the following warning:

1           **WARNING: This product contains a chemical known to the State of**  
2           **California to cause cancer and birth defects or other reproductive harm.**

3           The warning shall be prominently affixed to or printed upon the product’s label of the  
4 Covered Product so as to be clearly conspicuous, as compared with other statements or designs  
5 on the label as to render it likely to be read and understood by an ordinary purchaser or user of  
6 the product, in conformity with OEHHA regulations in effect at the time this Consent Judgment  
7 is executed. If the warning is displayed on the product’s label, it shall be at least the same size as  
8 the largest of any other health or safety warnings on the product and the word “**WARNING**”  
9 shall be in all capital letters and in bold print, and at SPG’s election the word “**WARNING**” may  
10 be preceded by the words “**California Proposition 65**” or “**Proposition 65**”.

11                     3.2.2 If SPG began to use the regulatory safe harbor warning language specified  
12 in 27 CCR § 25603.2, or one of the warning statements set forth above prior to the execution of  
13 this Consent Judgment, they may continue to use that warning language and format in lieu of that  
14 set forth above until they next produce packaging or labeling based on updated artwork for the  
15 Covered Products as governed by the requirements in Section 3.2.1 above.

16 **4. SETTLEMENT PAYMENT**

17           In settlement of all the claims referred to in this Consent Judgment, SPG shall pay a total  
18 of \$90,000 within five (5) days of the Effective Date to be allocated as follows:

19                     4.1 **Civil Penalty**

20           SPG shall pay a civil penalty in the amount of \$15,000.00, to be allocated in accordance  
21 with California Health & Safety Code § 25249.12(c)(1) & (d), with 75% of the funds remitted to  
22 the California Office of Environmental Health Hazard Assessment (“OEHHA”) and the  
23 remaining 25% of the penalty remitted to CAG as follows: SPG shall issue two separate checks  
24 to: (a) “OEHHA” in the amount of \$11,250.00; and (b) “Consumer Advocacy Group, Inc.” in the  
25 amount of \$3,750.00. All penalty payments shall be delivered to the addresses listed in Section  
26 4.4 below.

27 ///

28 ///

1           **4.2     Payment in Lieu of Civil Penalty**

2           SPG also shall separately pay \$5,000.00 to CAG as a payment in lieu of civil penalty  
3 pursuant to Health & Safety Code §25249.7(b) and California Code of Regulations, Title 11 §  
4 3203(b). CAG will use this payment for investigation of the public’s exposure to Proposition 65  
5 listed chemicals through various means, laboratory fees for testing for Proposition 65 listed  
6 chemicals, expert fees for evaluating exposures through various mediums, including but not  
7 limited to consumer product, occupational, and environmental exposures to Proposition 65 listed  
8 chemicals, and the cost of hiring consulting and retained experts who assist with the extensive  
9 scientific analysis necessary for those files in litigation, as well as administrative costs incurred  
10 during the litigation, in order to reduce the public’s exposure to Proposition 65 listed chemicals  
11 by notifying those persons and/or entities believed to be responsible for such exposures and  
12 attempting to persuade those persons and/or entities to reformulate their products or the source of  
13 exposure to completely eliminate or lower the level of Proposition 65 listed chemicals, thereby  
14 addressing the same potential public harm as allegedly in the instant Action. Further, should the  
15 court require it, CAG will submit under seal, an accounting of these funds as described above as  
16 to how the funds were used. All payments in lieu of civil penalties shall be delivered to the  
17 addresses listed in Section 4.4 below.

18           **4.3     Reimbursement Of Fees And Costs**

19           SPG shall pay \$70,000.00 to Yeroushalmi & Associates for fees and costs incurred as a  
20 result of investigating, bringing this matter to Defendants’ attention, and enforcing this matter,  
21 including the fees and costs incurred (and yet to be incurred) negotiating, drafting, and obtaining  
22 the Court’s approval of this Consent Judgment in the public interest. SPG shall issue a separate  
23 1099 for fees and costs, shall make the check payable to “Yeroushalmi & Associates” and shall  
24 deliver payment to the address listed in Section 4.4.1(a) below.

25           **4.4     Payment Procedures**

26           **4.4.1    Issuance of Payments.** Payments shall be delivered as follows:

27           (a)     All payments owed to CAG pursuant to this Consent Judgment shall be delivered  
28 to the following payment address:

1 Reuben Yeroushalmi  
2 Yeroushalmi & Yeroushalmi  
3 9100 Wilshire Blvd., Suite 240W  
4 Beverly Hills, CA 90212

5 (b) All payments owed to OEHHA (EIN: 68-0284486), pursuant to this Consent  
6 Judgment shall be delivered directly to OEHHA (Memo line "Prop 65 Penalties") at the  
7 following addresses:

8 For United States Postal Service Delivery:

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

14 For Non-United States Postal Service Delivery:

15 Mike Gyurics  
16 Fiscal Operations Branch Chief  
17 Office of Environmental Health Hazard Assessment  
18 1001 I Street  
19 Sacramento, CA 95814

20 With a copy of the checks payable to OEHHA mailed to Yeroushalmi & Yeroushalmi, at  
21 the address set forth above in 4.4.1(a), as proof of payment to OEHHA.

22 4.3.2 **Issuance of 1099 Forms.** After each penalty payment, SPG shall issue  
23 separate 1099 forms for each payment to (a) CAG, to be mailed to CAG at 9000 Wilshire Blvd.  
24 Los Angeles, CA 90211, and (b) OEHHA, which shall be identified as "California Office of  
25 Environmental Health Hazard Assessment" (EIN: 68-0284486) in the 1099 form, to be mailed to  
26 OEHHA, P.O. Box 4010, Sacramento, CA 95814. CAG and Yeroushalmi shall provide their  
27 EINs to SPG upon request, for purposes of issuing 1099 forms.

## 28 **5. ATTORNEY FEES**

5.1 Except as specifically provided in Section 4.3, each Party shall bear its own costs  
and attorney fees in connection with this action, the Notices, and this Consent Judgment.

///

///

///

1 **6. RELEASE OF ALL CLAIMS**

2 **6.1 CAG’s Public Release of Proposition 65 Claims**

3 CAG, acting on its own behalf and in the public interest, releases SPG, Haas, all other  
4 companies and persons named in the Notices, each entity to whom SPG directly or indirectly  
5 distributes or sells Covered Products or whom SPG contracts with to design any aspect of the  
6 Covered Products, including, but not limited to, all Defendants, all downstream distributors,  
7 wholesalers, customers, retailers, marketers, advertisers, shippers, order fulfillers, franchisors  
8 and franchisees, cooperative members, licensors and licensees, all of their respective parent,  
9 subsidiary and affiliated entities with related ownership or control, and all of their directors,  
10 officers, members, shareholders, owners, agents, employees, attorneys, assignees, predecessors  
11 in interest and successors in interest (“Releasees”) from all claims for violations of Proposition  
12 65 based on exposure to DEHP and/or lead from Covered Products as set forth in the Notices,  
13 manufactured, imported, acquired for distribution, distributed or sold by SPG prior to the  
14 Effective Date. Compliance with the terms of this Consent Judgment constitutes compliance with  
15 Proposition 65 with respect to DEHP and/or lead in Covered Products, as set forth in the Notices,  
16 manufactured, imported, distributed or sold by SPG.

17 **6.2 CAG’s Individual Release of Claims**

18 CAG, in its corporate capacity only and *not* in its representative capacity, provides a  
19 release to the Releasees herein which shall be effective as a full and final accord and satisfaction,  
20 as a bar to all actions, causes of action, obligations, costs, expenses, attorneys’ fees, damages,  
21 losses, claims, liabilities and demands of plaintiff of any nature, character or kind, whether  
22 known or unknown, suspected or unsuspected, limited to and arising out of alleged or actual  
23 exposures to DEHP and/or lead from Covered Products manufactured, distributed or sold by  
24 SPG before the Effective Date.

25 **6.3 CAG’s Waiver of Civil Code § 1542**

26 CAG agrees that the release set forth in this Consent Judgment is a general release that  
27 extends to all claims and rights, whether or not presently known or suspected by CAG, which  
28 shall apply to the fullest extent permitted by law and equity. CAG expressly waives all rights



1 under any statute, rule, regulation or provision of law or equity that purports to limit CAG’s right  
2 or ability to waive or release unknown claims or their consequences, including but not limited to  
3 section 1542 of the Civil Code of the State of California, which provides as follows:

4 “A general release does not extend to claims which the creditor does not know or  
5 suspect to exist in his or her favor at the time of executing the release, which if  
6 known by him or her must have materially affected his or her settlement with the  
debtor.”

7 CAG certifies that it has read and understands the provisions of Civil Code section 1542  
8 and that the effect and import of these provisions has been explained to CAG by its own counsel.  
9 CAG further acknowledges and agrees that this waiver of rights under Civil Code section 1542  
10 has been separately bargained for and is an essential and material term of this Consent Judgment  
11 and, without such waiver, the Parties would not have entered into the settlement and this Consent  
12 Judgment. CAG further understands and agrees that the facts and circumstances underlying the  
13 negotiation of this settlement and Consent Judgment may later prove to be different; CAG  
14 assumes all risk of such circumstances, and agrees that this settlement and Consent Judgment  
15 shall not be rescinded, set aside, terminated or modified.

16 **6.4 Defendants’ Release of CAG**

17 SPG, on behalf of itself, its past and current agents, representatives, attorneys, successors,  
18 and/or assignees, hereby waives any and all claims against CAG, its attorneys and other  
19 representatives, for any and all actions taken or statements made by CAG and its attorneys and  
20 other representatives, whether in the course of investigating claims or otherwise seeking to  
21 enforce Proposition 65 in the Action with respect to the Covered Products.

22 **6.5 CAG’s Dismissal of Retailers and Licensors**

23 Within five days after this Consent Judgment is approved by the Court, CAG shall cause  
24 a Request for Dismissal Without Prejudice of the Action to be entered by the Court as to each  
25 defendant other than SPG, including but not limited to AutoZone, Haas, Kmart, O’Reilly and all  
26 DOE defendants.

27 ///

28 ///

1 **7. COURT APPROVAL**

2 7.1 By this Consent Judgment and upon its approval by the Court, the Parties waive  
3 their right to trial on the merits, and waive rights to seek appellate review of any and all interim  
4 rulings, including all pleading, procedural, and discovery orders.

5 7.2 The Parties acknowledge that, pursuant to California Health & Safety Code  
6 §25249.7, a noticed motion is required to obtain judicial approval of this Consent Judgment,  
7 which CAG shall file. Defendants shall support the entry of this Consent Judgment. If this  
8 Consent Judgment is not approved by the Court, (a) this Consent Judgment and any and all prior  
9 agreements between the Parties merged herein shall terminate and become null and void, and the  
10 action shall revert to the status that existed prior to the execution date of this Consent Judgment;  
11 (b) no term of this Consent Judgment or any draft thereof, or of the negotiation, documentation,  
12 or other part or aspect of the Parties' settlement discussions, shall have any effect, nor shall any  
13 such matter be admissible in evidence for any purpose in this action, or in any other proceeding;  
14 and (c) the Parties agree to meet and confer to determine whether to modify the terms of the  
15 Consent Judgment and to resubmit it for approval.

16 **8. ENFORCEMENT OF CONSENT JUDGMENT**

17 Any Party may, by motion, application for an order to show cause, or any other  
18 appropriate action before this Court, enforce the terms and conditions contained in this Consent  
19 Judgment. A Party may file such a motion, action or application only after that Party first  
20 provides 30 days' notice to the Party allegedly failing to comply with the terms and conditions of  
21 this Consent Judgment and attempts to resolve such Party's failure to comply in an open and  
22 good faith manner for a period of no less than 30 days.

23 Reasonable evidence to support any alleged later violation shall be based at least in part  
24 upon testing by an independent accredited laboratory. This Court shall retain jurisdiction of this  
25 matter to implement and enforce the terms of this Consent Judgment.

26 **9. GOVERNING LAW**

27 9.1 The terms of this Consent Judgment shall be governed by the laws of the State of  
28 California and apply within the State of California. In the event that Proposition 65 is repealed,

1 preempted or is otherwise rendered inapplicable by reason of law generally, or if any of the  
2 provisions of this Consent Judgment are rendered inapplicable or no longer required as a result  
3 of any such repeal or preemption or rendered inapplicable by reason of law generally as to the  
4 Products, then Defendants shall provide written notice to CAG of any asserted change in the law,  
5 and shall have no further obligations pursuant to this Consent Judgment with respect to, and to  
6 the extent that, the Covered Products are so affected. Nothing in this Consent Judgment shall be  
7 interpreted to relieve Defendants from any obligation to comply with any pertinent state or  
8 federal toxics control law.

9           9.2     This Consent Judgment contains the sole and entire agreement and understanding  
10 of the Parties with respect to the entire subject matter set forth in this Consent Judgment, and any  
11 and all prior discussions, negotiations, commitments, or understandings related thereto, if any,  
12 are deemed merged. There are no warranties, representations, or other agreements between the  
13 Parties except as expressly set forth in this Consent Judgment. No representations, oral or  
14 otherwise, express or implied, other than those specifically referred to in this Consent Judgment  
15 have been made by any party. No other agreements not specifically contained or referenced in  
16 this Consent Judgment, oral or otherwise, shall be deemed to exist or to bind any of the Parties.  
17 No supplementation, modification, waiver or termination of this Consent Judgment shall be  
18 binding unless executed in writing by the party to be bound. No waiver of any of the provisions  
19 of this Consent Judgment shall be deemed or shall constitute a waiver of any of the other  
20 provisions whether or not similar, nor shall such waiver constitute a continuing waiver.

21           9.3     The Parties, including their counsel, have participated in the preparation of this  
22 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This  
23 Consent Judgment was subject to revision and modification by the Parties and has been accepted  
24 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or  
25 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result  
26 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment  
27 agrees that any statute or rule of construction providing that ambiguities are to be resolved  
28 against the drafting Party should not be employed in the interpretation of this Consent Judgment

1 and, in this regard, the Parties hereby waive California Civil Code § 1654.

2 **10. NOTICES**

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

7 To CAG:

8 Consumer Advocacy Group, Inc.  
9 c/o Reuben Yeroushalmi  
10 Yeroushalmi & Yeroushalmi  
11 9100 Wilshire Blvd., Suite 240W  
12 Beverly Hills, CA 90212

13 To SPG:

14 R. Dustin Zundel  
15 CEO  
16 Truck Shields, LLC dba Signature  
17 Products Group  
18 1490 N. 2200 W.  
19 Salt Lake City, UT 84116

20 With a copy on behalf of SPG to:

21 Paul S. Rosenlund, Esq.  
22 Duane Morris LLP  
23 One Market Plaza  
24 Spear Tower, Suite 2200  
25 San Francisco, CA 94105-1127

26 and to:

27 Michael N. Zundel, Esq.  
28 Prince, Yeates & Geldzahler  
Suite 1700  
15 West South Temple,  
Salt Lake City, UT 84101

To Haas Outdoors, Inc.:

Robert Barefield  
General Counsel  
Haas Outdoors, Inc.  
200 E. Main Street  
P.O. Box 757  
West Point, MS 39773

1 To Kmart Corporation:

2 Cary Mergele  
3 General Counsel  
4 Sears Holdings Management  
5 Corporation  
6 3333 Beverly Road-B6-349A  
7 Hoffman Estates, IL 60179

8 To AutoZone, Inc. and AutoZone Parts, Inc.:

9 Kristen Wright  
10 General Counsel  
11 AutoZone, Inc.  
12 P.O. Box 2198  
13 Memphis, TN 38101

14 To O'Reilly Auto Enterprises, LLC and O'Reilly  
15 Automotive Stores, Inc.:

16 Jeffrey L. Groves  
17 Vice President of Legal Services and General Counsel  
18 O'Reilly Auto Parts  
19 233 South Patterson Avenue  
20 Springfield, MO 65802

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

23 **11. COUNTERPARTS; FACSIMILE/PDF SIGNATURES**

24 This Consent Judgment may be executed in counterparts and by facsimile or .pdf  
25 signature, each of which shall be deemed an original, and all of which, when taken together, shall  
26 constitute one and the same document. A facsimile or .pdf signature shall be as valid as the  
27 original.

28 **12. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)**

CAG and its attorneys shall comply with the reporting form requirements referenced in  
California Health & Safety Code § 25249.7(f).

**13. MODIFICATION**

This Consent Judgment may be modified only: (1) by written agreement of the Parties  
and upon entry of a modified Consent Judgment by the Court thereon; or (2) upon a successful

1 motion of any party and entry of a modified Consent Judgment by the Court.

2 **14. AUTHORIZATION**

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

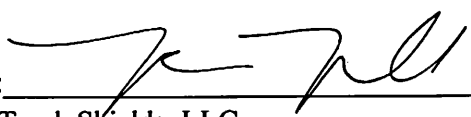
7 AGREED TO:

AGREED TO:

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

Date: 1/13/15

10 By: \_\_\_\_\_

By:  \_\_\_\_\_

11 Consumer Advocacy Group, Inc.

Truck Shields, LLC  
dba Signature Products Group

12 Print Name: \_\_\_\_\_

Print Name: Zach Zundel

14 **IT IS SO ORDERED.**

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

16 JUDGE OF THE SUPERIOR COURT

1 motion of any party and entry of a modified Consent Judgment by the Court.

2 **14. AUTHORIZATION**


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

7 AGREED TO:

AGREED TO:

8 Date: 1-15-15

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

9  
10 By:  \_\_\_\_\_  
11 Consumer Advocacy Group, Inc.

By: \_\_\_\_\_  
Truck Shields, LLC  
dba Signature Products Group

12 Print Name: MICHEL GILSON

Print Name: \_\_\_\_\_

14 **IT IS SO ORDERED.**

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

\_\_\_\_\_

JUDGE OF THE SUPERIOR COURT

17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28