

1 **KNAR K. MOUHIBIAN, SBN 108439**  
2 **1008 LINDENWOOD LN**  
3 **LOS ANGELES, CALIFORNIA 90049**  
4 **(310) 694-6852**  
5 [knar@exxel.com](mailto:knar@exxel.com)  
6 Attorney for Defendant  
7 Exxel Outdoors, Inc.

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF ALAMEDA JUDICIAL DISTRICT**

8	LALEH MARTIN,	)	Case No. RG14739137
		)	ASSIGNED FOR ALL PURPOSES TO
9	Plaintiff,	)	JUDGE BRENDA HARBIN-FORTE
		)	DEPARTMENT 516
10	vs.	)	
		)	[PROPOSED]
11	EXXEL OUTDOORS, INC.; TOYS “R” US, INC.;	)	CONSENT JUDGMENT
	and DOES 1 through 150, Inclusive,	)	
12		)	
	Defendants.	)	
13	_____)		(Health&Safety Code § 25249.6 <i>et seq.</i> )

14 **1. INTRODUCTION**

15 **1.1 Parties**

16 This Consent Judgment is entered into by and between plaintiff Laleh Martin (“Martin”) and  
17 Exxel Outdoors, Inc. (“Exxel”), with Martin and Exxel collectively referred to as the “Parties.”

18 **1.2 Plaintiff**

19 Martin is an individual residing in the State of California who seeks to promote awareness of  
20 exposures to toxic chemicals and to improve human health by reducing or eliminating hazardous  
21 substances contained in consumer and commercial products, particularly those marketed to children.

22 **1.3 Defendant**

23 Exxel employs ten or more persons and is a person in the course of doing business for  
24 purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety

1 Code section 5249.6, *et seq.* (“Proposition 65”).

#### 2 **1.4 General Allegations**

3 Martin alleges that Exxel manufactured, imported, sold and/or distributed for sale in  
4 California, children’s tents containing textiles treated with tris (1,3-dichloro-2-propyl) phosphate  
5 (“TDCPP”) without the requisite Proposition 65 health hazard warnings. Martin alleges that TDCPP  
6 escapes from these products, leading to human exposures.

7 Pursuant to Proposition 65, on October 28, 2011, California identified and listed TDCPP as a  
8 chemical known to cause cancer. TDCPP became subject to the “clear and reasonable warning”  
9 requirements of Proposition 65 one year later on October 28, 2012. Cal. Code Regs., Title 27, §  
10 27001(b); Health & Safety Code, §§ 25249.8 & 25249.10(b).

#### 11 **1.5 Product Description**

12 The products that are covered by this Consent Judgment are limited to all children’s tents  
13 distributed by Exxel. The representative exemplar of the Product as contained in the 60-day notice is  
14 a *Cars Outdoor Indoor Tent* (LT0403FLBYTRU; UPC No. 6-36533-11680-4) that was distributed,  
15 or sold by Exxel. The remaining tents have variations of shape, colors, art, themes, or characters,  
16 licensed or unlicensed. All children’s tents designed, manufactured, imported, sold and distributed  
17 by Exxel shall be referred to collectively as the “Products.”

#### 18 **1.6 Notices of Violation**

19 On May 22, 2014, Martin served Exxel, Toys “R” Us, Inc. (“Toys “R” Us”), and the requisite  
20 public enforcement agencies with a “60-Day Notice of Violation” (“Notice”) that provided recipients  
21 with notice of alleged violations of Proposition 65 based on Exxel’s and Toys “R” Us’s alleged  
22 failure to warn their customers and consumers that their children’s play tents expose users in  
23 California to TDCPP. To the best of the Parties’ knowledge, no public enforcer has commenced or is  
24 diligently prosecuting the allegations set forth in the Notices.

1           **1.7 No Admission**

2           Exxel denies the material factual and legal allegations contained in Martin’s Notice and in this  
3 case and maintains that all products that it has imported, distributed, and/or sold in California,  
4 including the Products, have been and are in compliance with all laws. Nothing in this Consent  
5 Judgment shall be construed as an admission by Exxel of any fact, finding, conclusion, issue of law,  
6 or violation of law, nor shall compliance with this Consent Judgment constitute or be construed as an  
7 admission by Exxel of any fact, finding, conclusion, issue of law, or violation of law. However, this  
8 section shall not diminish or otherwise affect Exxel’s obligations, responsibilities, and duties under  
9 this Consent Judgment.

10           **1.8 Consent to Jurisdiction**

11           For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
12 jurisdiction over Exxel as to the allegations contained in the Complaint, that venue is proper in the  
13 County of Alameda, and that this Court has jurisdiction to enter and enforce the provisions of this  
14 Consent Judgment pursuant to Proposition 65 and California Code of Civil Procedure section 664.6.

15           **1.9 Protective Order**

16           Except as otherwise required by law, all protected categories of information received,  
17 provided or exchanged, shall be subject to the terms of the Protective Order issued by this Court on  
18 December 23, 2014, pursuant to the “Part One” and “Part Two” provisions. Information provided by  
19 Exxel, including but not limited to product and customer data, shall be for attorneys only.

20           **2.     DEFINITIONS**

21           **2.1 Detectable**

22           “Detectable” shall mean containing more than 25 parts per million (“ppm”) (the equivalent of  
23 .0025%) of TDCPP in any material, component, or constituent of a subject Product, when analyzed  
24 pursuant to EPA testing methodologies 3545 and 8270C, or equivalent methodologies utilized by

1 federal or state agencies to determine the presence, and measure the quantity, of TDCPP, in a solid  
2 substance, by a laboratory accredited by the National Voluntary Laboratory Accreditation Program  
3 (“NVLAP”) or other similarly-accredited laboratory.

#### 4 **2.2 Downstream Customers**

5 “Downstream Customers” shall mean any and all entities to whom Exxel directly distributes  
6 or sells Products including, but not limited, to downstream distributors, wholesalers, customers,  
7 retailers, franchisees, cooperative members, and licensees and which are known to have, or that may  
8 have had at present or within three (3) years up to the Effective Date, custody or control of any  
9 Products with the intention to offer such Products ultimately for sale or distribution in California.

#### 10 **2.3 Effective Date**

11 “Effective Date” shall mean the date when the Court enters the Consent Judgment.

### 12 **3. INJUNCTIVE RELIEF**

#### 13 **3.1 Reformulation of Product or Warning**

14 Commencing on the Effective Date, Exxel shall not manufacture, import, distribute, and sell  
15 or offer for sale in California any Product that contains a Detectable amount of TDCPP, unless such  
16 Product displays a clear and conspicuous warning (“Warning”) in accordance with California Code of  
17 Regulations, title 27, section 25601 et seq., which warning shall include the following language:

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

20 The Warning shall be affixed to one of the following: the packaging, tagging, labeling, or directly on  
21 the Product. The warning shall be provided in a manner that is reasonably conspicuous to meet the  
22 statutory requirement, and visible to the consumer prior to purchase.

#### 23 **3.2 Downstream Customer Notification and Certification**

24 No later than ten (10) days after the Effective Date, Exxel will use its best efforts to determine

1 if any Downstream Customers possess for sale any Products containing TDCPP for which the  
2 Warning is not provided. With respect to those Downstream Customers that possess any such  
3 Product, Exxel shall send a letter (“Notification Letter”). The Notification Letter shall (1) advise the  
4 recipient that the Products contain TDCPP and that TDCPP is a chemical known to the State of  
5 California to cause cancer, (2) append a copy of this Consent Judgment, and (3) request confirmation  
6 that the Products will be removed by the Downstream Customer from commerce or labeled with  
7 sticker labels to be immediately supplied by Exxel upon notice by the Downstream Customer that  
8 unlabeled Product remains in the Downstream Customer’s possession.

9 The Notification Letter shall request that the recipient respond to Exxel within ten (10) days  
10 confirming whether the Products will be returned to Exxel or otherwise removed from commerce in  
11 California. Exxel shall maintain records of all correspondence or other communications generated  
12 pursuant to this Section for two years after the Effective Date and shall promptly produce copies of  
13 such records to Martin upon Martin’s written request.

14 No later than forty-five (45) days after the Effective Date, Exxel shall provide Martin, at the  
15 address provided in Section 5, with a “Downstream Certification” which shall include each of the  
16 following: (1) a copy of the Notification Letter, (2) a list of all Downstream Customers to whom the  
17 Notification Letter was sent, (3) a summary of the response of each Downstream Customer, and  
18 (4) the certification of an officer or other authorized representative of Exxel that the information  
19 provided Martin is accurate to the best of Exxel’s knowledge.

20 Exxel’s customer names and trade data shall be kept strictly confidential and subject to  
21 protection pursuant to the terms of the Protective Order, and will be for attorney eyes only.

#### 22 **4. MONETARY PAYMENTS**

23 In settlement of all the claims referred to in this Consent Judgment, Exxel shall pay the civil  
24 penalties set forth in this Consent Judgment and the fees and costs incurred by Martin in bringing and

1 prosecuting this action as stated herein. Each payment shall be made within three (3) business days of  
2 the date it is due and be delivered to the addresses provided in Section 5. Exxel shall be liable for  
3 payment of interest, at a rate of 10% simple interest annually, for all amounts due and owing under  
4 this Consent Judgment that are not received within three business days of the due date.

#### 5 **4.1 Civil Penalties Pursuant to Health & Safety Code § 25249.7(b)**

6 Each penalty payment will be allocated in accordance with California Health & Safety Code  
7 section 25249.12, subdivisions (c)(1) and (d), with 75% of the funds remitted to the California Office  
8 of Environmental Health Hazard Assessment (“OEHHHA”) and the remaining 25% of the penalty  
9 remitted to “Law Offices of James Birkelund in Trust for Laleh Martin.”

#### 10 **4.1.1 Initial Civil Penalty**

11 Exxel shall make an initial civil penalty payment in the amount of \$6,000.00, delivered within  
12 fifteen (15) days of the Effective Date.

#### 13 **4.1.2 Second Civil Penalty**

14 Exxel shall make a second civil penalty payment in the amount of \$2,000.00 no later than  
15 sixty (60) days after the Effective Date.

#### 16 **4.1.3 Waiver of Second Civil Penalty**

17 The second civil penalty of \$2,000.00 shall be waived in full upon timely receipt by Martin of  
18 the Downstream Certification containing each of the elements required, as described above in Section  
19 3.2. The timely receipt of the Downstream Certification is a material term of this Consent Judgment,  
20 and with regard to such terms, time is of the essence. If the Downstream Certification is not received  
21 by the date due pursuant to this Consent Judgment, payment of the Second Civil Penalty shall be due  
22 in full.

#### 23 **4.1.4 Stipulated Penalties**

24 If within two (2) years following the Effective Date, Martin provides notice and appropriate

1 supporting information, including receipt of purchase, test results if any, and makes the Product  
2 available for inspection, to Exxel that Products sold by Exxel after the Effective Date do not display  
3 an appropriate Proposition 65 warning, Exxel may elect to pay a stipulated penalty to relieve any  
4 further potential liability under Proposition 65 or any action to enforce the terms of this Settlement  
5 Agreement as to Products sold by Exxel. Exxel shall have thirty (30) days following confirmed  
6 receipt by Exxel of adequate notice, to respond to Martin pursuant to this Section. The stipulated  
7 penalty shall be \$1,500.00 total, and Exxel shall have sixty (60) days to cure the violation.

8       Upon election of Exxel to pay stipulated penalties pursuant to Section 4.1.4, and if the  
9 violation is not reasonably cured within the sixty (60) day period, both Parties will cooperate in  
10 reaching the most expedient and cost saving resolution, and only if attorney fees or costs are  
11 necessitated, they will be described and accounted for in detail, with a maximum of \$5,000.00.  
12 Mitigation of costs and fees is a material part of this agreement.

13       Nothing in this section shall be construed as a waiver of any rights or defenses of Exxel in the  
14 event that Exxel declines to elect to pay a stipulated penalty and an enforcement action or other  
15 proceeding is instituted. Exxel reserves all rights with respect thereto.

#### 16       **4.2 Reimbursement of Fees and Costs**

17       Pursuant to general contract principles and the private attorney general doctrine codified at  
18 California Code of Civil Procedure section 1021.5, Exxel shall pay counsel for Martin \$27,000.00 for  
19 all work performed through the date of the mutual execution of this agreement and for work  
20 anticipated through the approval of the Consent Judgment, including the fees and costs incurred as a  
21 result of investigating, bringing this matter to Exxel's attention, negotiating a settlement in the public  
22 interest, and all services necessary for obtaining approval of the Court for the Consent Judgment.  
23 Exxel shall tender its required payment in three monthly payments of \$9,000.00 each under this  
24 Section to a trust account at the Law Offices of James Birkelund (checks made payable "In Trust for

1 Law Offices of James Birkelund”), the first payment to be made (10) business days of the Effective  
2 Date. The second payment of fees will be due 40 days after the Effective Date and the third payment  
3 will be due 70 days after the Effective Date.

4 **5. Payment Procedures**

5 **5.1 Issuance of Payments**

6 (a) All payments owed to Martin and her counsel shall be delivered to the following  
7 payment address: Law Offices of James Birkelund, 548 Market St., # 11200, San Francisco,  
8 CA 94104.

9 (b) All payments owed to OEHHA (EIN: 68-0284486) shall be delivered directly to  
10 OEHHA (Memo line “Prop 65 Penalties—Exxel Penalty”) at one of the following addresses,  
11 as appropriate:

12 For United States Postal Service Delivery:  
13 Mike Gyurics  
14 Fiscal Operations Branch Chief  
15 Office of Environmental Health Hazard Assessment  
16 P.O. Box 4010  
17 Sacramento, CA 95812-4010

18 For Non-United States Postal Service Delivery:  
19 Mike Gyurics  
20 Fiscal Operations Branch Chief  
21 Office of Environmental Health Hazard Assessment  
22 1001 I Street  
23 Sacramento, CA 95814

24 **5.2 Proof of Payment to OEHHA**

A copy of each check payable to OEHHA shall be mailed, simultaneous with payment, to  
Martin at the address set forth in Section 9.

**5.3 Tax Documentation**

Exxel shall issue a separate 1099 form for each payment required by this Section to: (a) Laleh  
Martin, whose address and tax identification number shall be furnished upon request after this

1 Consent Judgment has been fully executed by the Parties; (b) OEHHA, who shall be identified as  
2 “California Office of Environmental Health Hazard Assessment” (EIN: 68-0284486) in the 1099  
3 form, to be delivered directly to OEHHA, P.O. Box 4010, Sacramento, CA 95814, and (c) “Law  
4 Offices of James Birkelund” (EIN: 27-4326852) to the address set forth in Section 5.1 above.

#### 5 **5.4 Representations**

6 Exxel represents to the best of its knowledge, based on good faith reasonable efforts, that the  
7 sales data and other information concerning its size, knowledge of TDCPP, and prior warning efforts  
8 that it provided to Martin were truthful and a material factor upon which Martin has relied to  
9 determine the amount of civil penalties assessed pursuant to Health & Safety Code section 25249.7 in  
10 this Consent Judgment. If within thirty (30) days of the Effective Date, Martin newly discovers and  
11 presents to Exxel, evidence, which may include sales receipt(s), exemplar product, and affidavit of  
12 the date of first discovery, demonstrating that the preceding representation was materially inaccurate,  
13 then Exxel shall have sixty (60) days to meet and confer regarding Martin’s contention. Martin shall  
14 also present an accurate description of reasonable penalties, costs and fees, and the reasoning as to  
15 why such is in the public interest, so as to assist Exxel in making an informed analysis and  
16 engagement in a meet and confer. Should this sixty (60) day period pass without any resolution,  
17 Martin shall be entitled to file a formal legal claim including, but not limited to, a claim for damages  
18 for breach of contract. Prior to filing such claim the Parties agree that each will put forth all  
19 reasonable and good faith efforts to resolve said claim with the minimum possible expenditure of fees  
20 and costs to each Party.

21 As a material term of this agreement, including this section, Martin represents that she has  
22 disclosed to Exxel all of Martin’s knowledge of Products or material information that she or her  
23 representatives are aware or have knowledge of that may be relevant or material to Exxel’s  
24 obligations under the terms of this Consent Judgment.

1 **6. CLAIMS COVERED AND RELEASED**

2 **6.1 Plaintiff's Release of Proposition 65 Claims against Exxel and Downstream**  
3 **Customers**

4 Martin, acting on her own behalf and in the public interest, and on behalf of her past and  
5 current agents, representatives, attorneys, successors and assigns, waives all right to participate in any  
6 action and releases and discharges (a) Exxel, its parents, subsidiaries, affiliated entities under  
7 common ownership, directors, officers, agents employees, and attorneys and their successors and  
8 assigns (collectively, the "Defendant Releasees"), and (b) each entity to whom Exxel directly or  
9 indirectly distributed, sold or supplied any Products, including but not limited to, downstream  
10 distributors, wholesalers, customers, retailers (including but not limited to Defendant Toys "R" Us),  
11 franchisees, cooperative members, licensors and licensees (collectively, "Downstream Releasees"),  
12 with respect to all claims, including but not limited to causes of action, suits, liabilities, demands,  
13 obligations, damages, costs, fines, penalties, fees (including but not limited to expert fees, attorneys'  
14 fees and investigation fees) or losses (collectively, "Claims") limited to and arising out of alleged  
15 exposure to, and/or failure to warn of alleged exposure to TDCPP in the Products designed,  
16 manufactured, distributed or sold by Exxel prior to the Effective Date.

17 Compliance with the terms of this Consent Judgment constitutes compliance with Proposition  
18 65 with respect to exposures to TDCPP from the Products, as set forth in the Notice.

19 **6.2 Plaintiffs General Release of Defendants**

20 In addition, Plaintiff, on behalf of herself and her past and current agents, representatives,  
21 attorneys, successors and assigns, in her individual capacity only and not in her representative  
22 capacity, provides a release herein which shall be effective as a full and final accord and satisfaction,  
23 and as a bar to all claims under Proposition 65, and any other statutory or common law, whether  
24 known or unknown, suspected or unsuspected, limited to and arising out of alleged exposure to,  
and/or failure to warn of alleged exposure to TDCPP in the Products manufactured, distributed or

1 sold by Exxel prior to the Effective Date.

2 It is possible that other claims not known to the Parties arising out of the facts alleged in the  
3 Notice or this action will develop or be discovered. Plaintiff, on behalf of herself and her past and  
4 current agents, representatives, attorneys, successors and assigns, and not in her representative  
5 capacity, acknowledges that this Consent Judgment is expressly intended to cover and include all  
6 such claims, including all rights of action therefor. Plaintiff has full knowledge of the contents of  
7 California Civil Code section 1542. Plaintiff acknowledges that the claims released in Section 6.2  
8 include unknown claims, and Plaintiff nevertheless waives California Civil Code section 1542 as to  
9 any such unknown claims. California Civil Code section 1542 reads as follows:

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

15 Plaintiff, on behalf of herself and her past and current agents, representatives, attorneys, and  
16 successors and assigns, and not in her representative capacity, acknowledges and understands the  
17 significance and consequences of this specific waiver of California Civil Code section 1542.

### 18 **6.3 Exxel's Release of Plaintiff**

19 Exxel, on behalf of itself, its past and current agents, representatives, attorneys, successors,  
20 and assignees, hereby waives any and all claims against Martin and her attorneys and other  
21 representatives, for any and all actions taken or statements made (or those that could have been taken  
22 or made) by Martin and her attorneys and other representatives, whether in the course of investigating  
23 claims or otherwise seeking to enforce Proposition 65 against it in this matter with respect to the  
24 Products.

It is possible that other claims not known to the Parties arising out of the facts alleged in the  
Notice or this action will develop or be discovered. Exxel, on behalf of itself and its past and current

1 agents, representatives, attorneys, successors and assigns acknowledges that this Consent Judgment is  
2 expressly intended to cover and include all such claims, including all rights of action therefor. Exxel  
3 has full knowledge of the contents of California Civil Code section 1542. Exxel acknowledges that  
4 the claims released in Section 6.3 include unknown claims, and Exxel nevertheless waives California  
5 Civil Code section 1542 as to any such unknown Claims. California Civil Code section 1542 reads as  
6 follows:

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

12 Exxel, on behalf of itself and its past and current agents, representatives, attorneys, and  
13 successors and assigns acknowledges and understands the significance and consequences of this  
14 specific waiver of California Civil Code section 1542.

#### 15 **7. COURT APPROVAL**

16 This Consent Judgment is not effective until it is approved and entered by the Court and shall  
17 be null and void if, for any reason, it is not approved and entered by the Court within one year after it  
18 has been fully executed by all Parties. If the Court does not approve the Consent Judgment, the  
19 Parties shall meet and confer as to whether to modify the language or appeal the ruling. If the Parties  
20 do not jointly agree on a course of action to take, then the case shall proceed in its normal course on  
21 the Court's trial calendar. If an appellate court ultimately overturns the Court's approval, the Parties  
22 shall meet and confer as to whether to modify the terms of this Consent Judgment. If the Parties do  
23 not jointly agree on a course of action to take, then the case shall proceed in its normal course on the  
24 Court's trial calendar. In the event that this Consent Judgment is entered by the Court and  
subsequently overturned by any appellate court, any monies that have been provided to OEHHA,  
Martin, or Martin's counsel pursuant to Section 4, above, shall be refunded within fifteen (15) days of

1 the appellate decision becoming final.

2 **8. GOVERNING LAW**

3 The laws of the State of California shall govern the terms of this Consent Judgment. In the  
4 event that Proposition 65 is repealed, preempted, or is otherwise rendered inapplicable by reason of  
5 law generally, or if any of the provisions of this Consent Judgment are rendered inapplicable or are  
6 no longer required as a result of any such repeal or preemption, or rendered inapplicable by reason of  
7 law generally as to the Products, then Exxel may provide written notice to Martin of any asserted  
8 change in the law, and shall have no further obligations pursuant to this Consent Judgment to the  
9 extent that the Products are so affected. Nothing in this Consent Judgment shall be interpreted to  
10 relieve Exxel from any obligation to comply with any pertinent state or federal law or regulation.

11 **9. NOTICES**

12 Unless specified herein, all correspondence and notices required to be provided pursuant to  
13 this Consent Judgment shall be in writing and sent by: (i) personal delivery, (ii) first-class registered  
14 or certified mail, return receipt requested; (iii) overnight courier; or (iv) PDF attachment with  
15 confirmed receipt to a party by another party at the following addresses:

16 To Exxel:

17 Exxel Outdoors Inc.  
18 c/o Knar Mouhibian, Esq.  
19 1008 Lindenwood Ln  
Los Angeles, CA 90049  
[knar@exxel.com](mailto:knar@exxel.com)

To Plaintiff:

Laleh Martin  
c/o Greenfire Law  
1202 Oregon Street  
Berkeley, CA 94702  
[rdoughty@greenfirelaw.com](mailto:rdoughty@greenfirelaw.com)

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

22 **10. COUNTERPARTS, FACSIMILE AND PDF SIGNATURES**

23 This Consent Judgment may be executed in counterparts and by facsimile or PDF signature,  
24 each of which shall be deemed an original, and all of which, when taken together, shall constitute one

1 and the same document. A facsimile or PDF signature shall be as valid as the original.

2 **11. COMPLIANCE WITH HEALTH & SAFETY CODE SECTION 25249.7(f)**

3 Martin and her attorneys agree to comply with the reporting form requirements referenced in  
4 California Health & Safety Code section 25249.7, subdivision (f).

5 **12. POST EXECUTION ACTIVITIES**

6 Martin and Exxel agree to support the entry of this agreement as a Consent Judgment and  
7 obtain approval of the Consent Judgment by the Court in a timely manner. The Parties acknowledge  
8 that, pursuant to California Health & Safety Code section 25249.7, a noticed motion is required to  
9 obtain judicial approval of this Consent Judgment, which Exxel shall draft and file no later than  
10 March 20, 2015, applying its best efforts and upon Martin's review and approval of same. If any third  
11 party objection to the noticed motion is filed, Martin and Exxel shall work together to file a reply and  
12 appear at any hearing before the Court. This provision is a material component of the Consent  
13 Judgment and shall be treated as such in the event of a breach.

14 **13. MODIFICATION**

15 This Consent Judgment may be modified only: (1) by written agreement of the Parties and  
16 upon entry of a modified Consent Judgment by the Court thereon; or (2) upon a successful motion of  
17 any party and entry of a modified Consent Judgment by the Court.

18 **14. ENTIRE AGREEMENT**

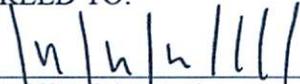
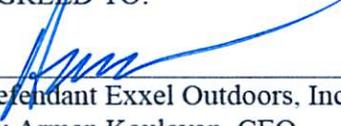
19 This Consent Judgment contains the sole and entire agreement and understanding of the  
20 Parties with respect to the entire subject matter hereof; NO other agreements not specifically referred  
21 to herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties.

22 **15. AUTHORIZATION**

23 The undersigned are authorized to execute this Consent Judgment on behalf of their respective

24 ///

1 Parties and have read, understood, and agree to all of the terms and conditions of this Consent  
2 Judgment.

3 AGREED TO: 4  5 Plaintiff Laleh Martin 6 Date: February 22, 2015	AGREED TO:  Defendant Exxel Outdoors, Inc. By Armen Kouleyan, CEO Date: February 23, 2015
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