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10 Attorneys for Plaintiff,
11 Consumer Advocacy Group, Inc.

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **COUNTY OF ALAMEDA**

14 CONSUMER ADVOCACY GROUP, INC.,
15 in the public interest,

16 Plaintiff,

17 v.

18 BELDEN, INC., a Delaware Corporation;
19 THOMAS & BETTS CORPORATION; a
20 Tennessee Corporation; LOWE'S HOME
21 CENTERS, INC., a North Carolina
22 Corporation; HOME DEPOT U.S.A., INC., a
23 Delaware Corporation and DOES 1-20;

24 Defendants.

CASE NO. RG16802961

CONSENT JUDGMENT [PROPOSED]

Health & Safety Code § 25249.5 *et seq.*

Complaint filed: February 5, 2016

FAC filed: March 16, 2016

Department 21

Judge: Hon. Winifred Y. Smith

25 **1. INTRODUCTION**

26 1.1 This Consent Judgment is entered into by and between plaintiff, Consumer
27 Advocacy Group, Inc., (referred to as "CAG") acting on behalf of itself and in the interest of the
28 public, and defendant, PPC Broadband, Inc. (erroneously sued as Belden, Inc.) ("PPC" or
"Defendant"), each a Party to the action and collectively referred to as "Parties." This Consent
Judgment is intended to fully resolve all claims, demands, and allegations related to this action
and the Notices of Violation referred to herein.

1.2 **Defendants and Products**

1 1.2.1 Defendant PPC is a Delaware corporation which employs ten or more
2 persons. For purposes of this Consent Judgment, PPC is deemed a person in the course of doing
3 business in California and is subject to the provisions of the Safe Drinking Water and Toxic
4 Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 et seq. (“Proposition
5 65”).

6 1.2.2 Defendant TBC is a Tennessee Corporation which employs ten or more
7 persons. For purposes of this Consent Judgment, TBC is deemed a person in the course of doing
8 business in California and is subject to the provisions of the Safe Drinking Water and Toxic
9 Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 et seq. (“Proposition
10 65”).

11 1.2.3 Defendant LOWE’S is a North Carolina Limited Liability Company
12 which employs ten or more persons. For purposes of this Consent Judgment, LOWE’S is
13 deemed a person in the course of doing business in California and is subject to the provisions of
14 the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code
15 §§ 25249.6 et seq. (“Proposition 65”).

16 1.2.4 Defendant HOME DEPOT is a Delaware Corporation which employs ten
17 or more persons. For purposes of this Consent Judgment, HOME DEPOT is deemed a person in
18 the course of doing business in California and is subject to the provisions of the Safe Drinking
19 Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 et seq.
20 (“Proposition 65”).

21 1.2.5 Defendants manufacture, cause to be manufactured, sell, or distribute
22 Installation Tools (as defined in the Notices), referred to hereinafter as the “Covered Products,”
23 defined in Section 2.1 below.

24 1.3 **Chemical Of Concern**

25 Diisononyl Phthalate (“DINP”) is known to the State of California to cause cancer.

26 1.4 **Notices of Violation.**

1 1.4.1 On May 5, 2015, CAG served PPC, TBC and various public enforcement
2 agencies with a document entitled “60-Day Notice of Intent to Sue for Violation of the Safe
3 Drinking Water and Toxic Enforcement Act of 1986” (“May 5, 2015 Notice”) that provided the
4 recipients with notice of alleged violations of Health & Safety Code § 25249.6 for failing to
5 warn individuals in California of alleged exposures to DINP alleged to be contained in
6 Installation Tools. No public enforcer has commenced or diligently prosecuted the allegations
7 set forth in the May 5, 2015 Notice.

8 1.4.2 On July 2, 2015, CAG served PPC, HOME DEPOT and various public
9 enforcement agencies with a document entitled “60-Day Notice of Intent to Sue for Violation of
10 the Safe Drinking Water and Toxic Enforcement Act of 1986” (“July 2, 2015 Notice”) that
11 provided the recipients with notice of alleged violations of Health & Safety Code § 25249.6 for
12 failing to warn individuals in California of alleged exposures to DINP alleged to be contained in
13 Installation Tools. No public enforcer has commenced or diligently prosecuted the allegations
14 set forth in the July 2, 2015 Notice.

15 1.4.3 On August 5, 2015, CAG served LOWE’S and various public enforcement
16 agencies with a document entitled “60-Day Notice of Intent to Sue for Violation of the Safe
17 Drinking Water and Toxic Enforcement Act of 1986” (“August 5, 2015 Notice”) that provided
18 the recipients with notice of alleged violations of Health & Safety Code § 25249.6 for failing to
19 warn individuals in California of alleged exposures to DINP alleged to be contained in
20 Installation Tools. No public enforcer has commenced or diligently prosecuted the allegations
21 set forth in the August 5, 2015 Notice.

22
23 **1.5 Complaint and Answer.**

24 On February 5, 2016, CAG filed a Complaint for civil penalties and injunctive relief
25 (“Complaint”) in Superior Court of California County of Alameda, Case No. RG16802961,
26 against the Defendants. CAG filed a First Amended Complaint (“FAC”) on or about March 16,
27 2016. The Complaint and FAC allege, among other things, that Defendants violated Proposition
28 65 by failing to give clear and reasonable warnings of alleged exposure to DINP from the

1 Covered Products. On May 3, 2016, Defendants filed a joint answer denying all of the
2 allegations in the FAC and asserting all relative affirmative defenses.

3 **1.6 Consent to Jurisdiction**

4 For purposes of this Consent Judgment, the Parties stipulate that this Court has
5 jurisdiction over the allegations of violations contained in the Complaint and FAC and personal
6 jurisdiction over Defendants as to the acts alleged in the Complaint, that venue is proper in the
7 County of Alameda, and that this Court has jurisdiction to enter this Consent Judgment as a full
8 settlement and resolution of the allegations contained in the Complaint and of all claims which
9 were or could have been raised by any person or entity based in whole or in part, directly or
10 indirectly, on the facts alleged therein or arising therefrom or related thereto.

11 **1.7 No Admission**

12 This Consent Judgment resolves claims that are denied and disputed. The Parties enter
13 into this Consent Judgment pursuant to a full and final settlement of any and all claims between
14 the Parties for the purpose of avoiding prolonged litigation. Nothing in this Consent Judgment
15 shall be construed as an admission by the Parties of any material allegation of the Complaint and
16 FAC (each and every allegation of which Defendants deny), any fact, conclusion of law, issue of
17 law or violation of law, including without limitation, any admission concerning any violation of
18 Proposition 65 or any other statutory, regulatory, common law, or equitable doctrine, or any
19 admission as to the meaning of the terms “knowingly and intentionally expose” or “clear and
20 reasonable warning” as used in Health and Safety Code section 25249.6. Nothing in this
21 Consent Judgment, nor compliance with its terms, shall constitute or be construed as an
22 admission by the Parties of any fact, conclusion of law, issue of law, or violation of law, or of
23 fault, wrongdoing, or liability by any Defendants, their officers, directors, employees, or parent,
24 subsidiary or affiliated corporations, or be offered or admitted as evidence in any administrative
25 or judicial proceeding or litigation in any court, agency, or forum. Defendants contend, based on
26 the typical and customary use of the Covered Products, that there can be no actionable exposure
27 (within the meaning of Proposition 65) resulting from use of the Covered Products; CAG
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1 disagrees and contends the typical and customary use of the Covered Products would result in an
2 actionable exposure (within the meaning of Proposition 65) resulting from use of the Covered
3 Products. Furthermore, nothing in this Consent Judgment shall prejudice, waive or impair any
4 right, remedy, argument, or defense the Parties may have in any other or future legal proceeding,
5 except as expressly provided in this Consent Judgment.

6 **2. DEFINITIONS**

7 2.1 “Covered Products” means Installation Tools, including but not limited to “Snap-
8 N-Seal Compression Connector Installation Tool SNSITB-R KB7488 UPC # 8 45671 00352 9”,
9 sold by or purchased from PPC, which were the subject of the “Notices” served by CAG.

10 2.2 “Effective Date” means the date that this Consent Judgment is approved by the
11 Court.

12 2.3 “DINP” means Diisononyl Phthalate.

13 2.4 “Notices” means the May 5, 2015 Notice, July 2, 2015 Notice, and August 5,
14 2015 Notice.

15 **3. INJUNCTIVE RELIEF / REFORMULATION / CLEAR AND REASONABLE**
16 **WARNINGS / DISMISSAL WITHOUT PREJUDICE.**

17 3.1 Within 30 days of the Effective Date (the “Compliance Date”), Defendants shall
18 not sell, offer for sale, or distribute for sale the Covered Products in California unless (a) they are
19 reformulated to contain less than 0.1% by weight (1,000 parts per million) DINP, and (b) only
20 with respect to those Covered Products remaining in inventory as of the Compliance Date, they
21 contain a warning, as provided in Section 3.2, below.

22 3.2 After the Compliance Date, Defendants shall place a Proposition 65 compliant
23 warning on any Covered Products remaining in Defendants’ inventory as of the Compliance
24 Date. Any warning provided pursuant to this section shall be affixed to the packaging of, or
25 directly on, the Covered Products, and be prominently placed with such conspicuousness as
26 compared with other words, statements, designs, or devices as to render it likely to be read and
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1 understood by an ordinary individual under customary conditions before purchase or use. The
2 warning shall state:

3 **WARNING:** This product contains DINP, a chemical known to the
4 State of California to cause cancer.

5 3.3 As of the Effective Date, CAG shall file a request for dismissal, without
6 prejudice, as to its claims in the Complaint and FAC against defendants TBC, LOWES,
7 and HOME DEPOT and ensure that such request is granted.

8 **4. SETTLEMENT PAYMENT**

9 4.1 **Payment and Due Date:** Within ten (10) business days of the Effective Date,
10 Defendant shall pay a total of fifty-six thousand dollars and zero cents (\$56,000) in full and
11 complete settlement of all monetary claims by CAG related to the Notices in this action, divided
12 as follows:

13 4.1.1 **Civil Penalty:** Defendant shall issue two separate checks totaling \$2,300
14 as penalties pursuant to Health & Safety Code § 25249.12:

15 (a) Defendant will issue one check made payable to the State of California's
16 Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of one thousand
17 seven hundred and twenty-five dollars (\$1,725) representing 75% of the total penalty and
18 Defendant will issue a second check to CAG in the amount of five hundred seventy-five dollars
19 (\$575) representing 25% of the total penalty;

20 (b) Separate 1099s shall be issued for each of the above payments: Defendant will
21 issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-0284486) in the
22 amount of \$1,725. Defendant will also issue a 1099 to CAG in the amount of \$575 and deliver it
23 to CAG c/o Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills,
24 California 90212.

25 4.1.2 **Payments In Lieu of Civil Penalties:** Defendant shall pay one thousand
26 seven hundred dollars (\$1,700), in lieu of civil penalties, payable to "Consumer Advocacy
27 Group, Inc." CAG will use this payment as follows, seventy percent (70%) for fees of
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1 investigation, purchasing and testing for Proposition 65 listed chemicals in various products
2 including tools, and for expert fees for evaluating exposures through various mediums, including
3 but not limited to consumer product, occupational, and environmental exposures to Proposition
4 65 listed chemicals, and the cost of hiring consulting and retained experts who assist with the
5 extensive scientific analysis necessary for those files in litigation; twenty percent (20%)¹ for
6 administrative costs incurred during the investigation and litigation to reduce the public's
7 exposure to Proposition 65 listed chemicals by notifying those persons and/or entities believed to
8 be responsible for such exposures and attempting to persuade those persons and/or entities to
9 reformulate their products or the source of exposure to completely eliminate or lower the level of
10 Proposition 65 listed chemicals including but not limited to costs of documentation and tracking
11 of products investigated, storage of products, website enhancement and maintenance, computer
12 and software maintenance, investigative equipment, CAG's member's time for work done on
13 investigations, office supplies, mailing supplies and postage; and ten percent (10%) to offset the
14 costs of future litigation enforcing Proposition 65 but excluding attorney fees, thereby addressing
15 the same public harm as allegedly in the instant Action. Within 30 days of a request from the
16 Attorney General, CAG shall provide to the Attorney General copies of documentation
17 demonstrating how the above funds have been spent.

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19 **4.1.3 Reimbursement of Attorney's Fees and Costs:** Defendant shall issue a
20 check in the amount of fifty-two thousand dollars (\$52,000) payable to "Yeroushalmi &
21 Associates" as reimbursement for reasonable investigation fees and costs, attorneys' fees, and
22 any other costs incurred as a result of investigating, bringing this matter to Defendants' attention,
23 litigating, and negotiating a settlement in the public interest.

24 **4.2 Delivery of Payments:**

25 **4.2.1** All payments to OEHHA shall be delivered to: Office of Environmental
26 Health Hazard Assessment, Attn: Mike Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento,
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28 ¹ This is subject to any further and future discussion and comments from the California Attorney General's office.

1 California 95812. Defendant shall provide written confirmation to CAG upon payment to
2 OEHHA.

3 4.2.2 All payments to CAG and Yeroushalmi & Associates, shall be delivered
4 to: Reuben Yeroushalmi, Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W,
5 Beverly Hills, CA 90212.

6 **5. MATTERS COVERED BY THIS CONSENT JUDGMENT**

7 5.1 This Consent Judgment is a full, final, and binding resolution between CAG, on
8 behalf of itself and in the public interest, and Defendant and its officers, directors, insurers,
9 employees, parents, shareholders, divisions, subdivisions, subsidiaries, partners, affiliates, sister
10 companies, and their successors and assigns (“Defendants Releasees”), or any other person in the
11 course of doing business, and the successors and assigns of any of them, who may use, maintain,
12 distribute or sell Covered Products (“Downstream Defendants Releasees”), for all claims for
13 violations of Proposition 65 through the Effective Date based on alleged exposure to DINP, from
14 Covered Products, as set forth in the Notices. Defendants’ and Defendants Releasees’
15 compliance with this Consent Judgment shall constitute compliance with Proposition 65 for the
16 Covered Products with respect to exposure to DINP from Covered Products. Nothing in this
17 Section affects CAG’s right to commence or prosecute an action under Proposition 65 against
18 any person other than Defendants, Defendants Releasees or Downstream Defendants Releasees.
19 Defendants, Defendants Releasees, and Downstream Defendant Releasees shall collectively be
20 referred to as the “Released Parties.”

21 5.2 CAG on behalf of itself, its past and current agents, representatives, attorneys,
22 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or
23 indirectly, any form of legal action and releases all claims, including, without limitation, all
24 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations,
25 damages, costs, fines, penalties, losses, or expenses (including, but not limited to, investigation
26 fees, expert fees, and attorneys’ fees) of any nature whatsoever, whether known or unknown,
27 fixed or contingent (collectively “Claims”), against the Released Parties arising from any
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1 violation of Proposition 65 or any other statutory or common law regarding the failure to warn
2 about exposure to DINP from the Covered Products. In furtherance of the foregoing, as to
3 alleged exposures to DINP from the Covered Products, CAG on behalf of itself only, hereby
4 waives any and all rights and benefits which it now has, or in the future may have, conferred
5 upon it with respect to Claims arising from any violation of Proposition 65 or any other statutory
6 or common law regarding the failure to warn about alleged exposure to DINP from the Covered
7 Products by virtue of the provisions of section 1542 of the California Civil Code, which provides
8 as follows:

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

14 CAG understands and acknowledges that the significance and consequence of this waiver of
15 California Civil Code section 1542 is that even if CAG suffers future damages arising out of or
16 resulting from, or related directly or indirectly to, in whole or in part, Claims arising from any
17 violation of Proposition 65 or any other statutory or common law regarding the failure to warn
18 about alleged exposure to DINP from the Covered Products, including but not limited to any
19 exposure to, or failure to warn with respect to exposure to DINP from the Covered Products,
20 CAG will not be able to make any claim for those damages or injunctive relief against the
21 Released Parties. Furthermore, CAG acknowledges that it intends these consequences for any
22 such Claims arising from any violation of Proposition 65 or any other statutory or common law
23 regarding the failure to warn about alleged exposure to DINP from Covered Products as may
24 exist as of the date of this release but which CAG does not know exist, and which, if known,
25 would materially affect their decision to enter into this Consent Judgment, regardless of whether
26 their lack of knowledge is the result of ignorance, oversight, error, negligence, or any other
27 cause.
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1 **6. ENFORCEMENT OF JUDGMENT**

2 6.1 The terms of this Consent Judgment shall be enforced exclusively by the Parties
3 hereto. The Parties may, by noticed motion or order to show cause before the Superior Court of
4 California, County of Alameda, giving the notice required by law, enforce the terms and
5 conditions contained herein. A Party may enforce any of the terms and conditions of this
6 Consent Judgment only after that Party first provides 90 days notice to the Party allegedly failing
7 to comply with the terms and conditions of this Consent Judgment and attempts to resolve such
8 Party’s failure to comply in an open and good faith manner.

9 6.2 **Notice of Violation.** Prior to bringing any motion, order to show cause, or other
10 proceeding to enforce the terms of this Consent Judgment, the Party alleging a violation shall
11 provide written notice (“NOV”) to the other Party. The NOV shall include information
12 sufficient for the Party alleged to be in violation to be able to understand and correct the
13 violation. With respect to NOVs from CAG relating to the Covered Products, for each of the
14 Covered Products: Any notice to Defendant must contain (a) the name of the product, (b)
15 specific dates when the product was sold in California, (c) the store or other place at which the
16 product was available for sale to consumers, and (d) any other evidence or other support for the
17 allegations in the notice.

18 6.2.1 **Non-Contested NOV.** For NOVs from CAG relating to the Covered
19 Products, CAG shall take no further action regarding the alleged violation if, within 60
20 days of receiving such NOV, Defendant serves a Notice of Election (“NOE”) that meets
21 one of the following conditions:

22 (a) The Covered Products were shipped by Defendant for sale in
23 California before the Compliance Date, or
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25 (b) Since receiving the NOV Defendant has taken corrective action by
26 either (i) taking all steps necessary to bring the sale of the product into compliance under
27 the terms of this Consent Judgment, or (ii) requesting that its customers or stores in
28 California, as applicable, remove the Covered Products identified in the NOV from sale

1 in California and destroy or return the Covered Products to Defendant or vendor, as
2 applicable, or (iii) refute the information provided in paragraph 6.2.

3 6.2.2 **Contested NOV.** For NOVs from CAG relating to the Covered Products,
4 Defendant may serve a Notice of Election (“NOE”) informing CAG of its election to
5 contest the NOV within 30 days of receiving the NOV.

6 (a) In its election, Defendant may request that the sample(s) of
7 Covered Products tested by CAG be subject to confirmatory testing at an EPA-accredited
8 laboratory.

9 (b) If the confirmatory testing establishes that the Covered Products do
10 not contain DINP in excess of the levels allowed in Section 3.1, above, CAG shall take
11 no further action regarding the alleged violation. If the testing does not establish
12 compliance with Section 3.1, above, Defendant may withdraw its NOE to contest the
13 violation and may serve a new NOE pursuant to Section 6.2.1.

14 (c) If Defendant does not withdraw an NOE to contest the NOV or
15 take action under Section 6.2.1, above, the Parties shall meet and confer for a period of
16 no less than 30 days before CAG may seek an order enforcing the terms of this Consent
17 Judgment.
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19 6.3 In any proceeding brought by either Party to enforce this Consent Judgment, the
20 prevailing party shall be entitled to recover its reasonable attorney’s fees and costs.

21 **7. ENTRY OF CONSENT JUDGMENT**

22 7.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to
23 California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, CAG, and
24 Defendant waive their respective rights to a hearing or trial on the allegations of the Complaint.

25 7.2 If this Consent Judgment is not approved in full by the Court, (a) this Consent
26 Judgment and any and all prior agreements between the parties merged herein shall terminate
27 and become null and void, and the actions shall revert to the status that existed prior to the
28 execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft

1 thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement
2 discussions, shall have any effect, nor shall any such matter be admissible in evidence for any
3 purpose in this Action, or in any other proceeding; and (c) the Parties agree to meet and confer to
4 determine whether to modify the terms of the Consent Judgment and to resubmit it for approval.

5 **8. MODIFICATION OF JUDGMENT**

6 8.1 This Consent Judgment may be modified only upon written agreement of the
7 Parties and, if the modification affects a substantive provision of this Consent Judgment, upon
8 entry of a modified Consent Judgment by the Court thereon, or otherwise upon motion of any
9 party as provided by law and upon entry of a modified Consent Judgment by the Court.

10 8.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to
11 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

12 **9. RETENTION OF JURISDICTION**

13 9.1 This Court shall retain jurisdiction of this matter to implement and enforce the
14 terms of this Consent Judgment under Code of Civil Procedure § 664.6.

15 **10. DUTIES LIMITED TO CALIFORNIA**

16 10.1 This Consent Judgment shall have no effect on Covered Products sold or
17 distributed by Defendants outside the State of California.

18 **11. SERVICE ON THE ATTORNEY GENERAL**

19 11.1 CAG shall serve a copy of this Consent Judgment, signed by both parties, on the
20 California Attorney General so that the Attorney General may review this Consent Judgment
21 prior to its submittal to the Court for approval. No sooner than forty five (45) days after the
22 Attorney General has received the aforementioned copy of this Consent Judgment, and in the
23 absence of any written objection by the Attorney General to the terms of this Consent Judgment,
24 the parties may then submit it to the Court for approval.

25 **12. ATTORNEY FEES**

26 12.1 Except as specifically provided in Sections 4.1.3 and 6.3, each Party shall bear its
27 own attorneys' fees and costs in connection with this action.
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1 **13. ENTIRE AGREEMENT**

2 13.1 This Consent Judgment contains the sole and entire agreement and understanding
3 of the Parties with respect to the entire subject matter hereof and any and all prior discussions,
4 negotiations, commitments and understandings related hereto. No representations, oral or
5 otherwise, express or implied, other than those contained herein have been made by any party
6 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be
7 deemed to exist or to bind any of the Parties.

8 **14. GOVERNING LAW**

9 14.1 The validity, construction and performance of this Consent Judgment shall be
10 governed by the laws of the State of California, without reference to any conflicts of law
11 provisions of California law.

12 14.2 The terms of this Consent Judgment shall be governed by the laws of the State of
13 California. In the event that Proposition 65 is repealed, preempted, or is otherwise rendered
14 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are
15 rendered inapplicable or are no longer required as a result of any such repeal or preemption, or
16 rendered inapplicable by reason of law generally as to the Covered Products, then any Defendant
17 subject to this Consent Judgment may provide written notice to CAG of any asserted change in
18 the law, and shall have no further obligations pursuant to this Consent Judgment with respect to,
19 and to the extent that, the Covered Products are so affected. Nothing in this Consent Judgment
20 shall be interpreted to relieve a Defendant from any obligation to comply with any pertinent state
21 or federal law or regulation.

22 14.3 The Parties, including their counsel, have participated in the preparation of this
23 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
24 Consent Judgment was subject to revision and modification by the Parties and has been accepted
25 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty
26 or ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a
27 result of the manner of the preparation of this Consent Judgment. Each Party to this Consent
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1 Judgment agrees that any statute or rule of construction providing that ambiguities are to be
2 resolved against the drafting Party should not be employed in the interpretation of this Consent
3 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

4 **15. EXECUTION AND COUNTERPARTS**

5 15.1 This Consent Judgment may be executed in counterparts and by means of
6 facsimile or portable document format (pdf), which taken together shall be deemed to constitute
7 one document and have the same force and effect as original signatures.

8 **16. NOTICES**

9 16.1 Any notices under this Consent Judgment shall be by First Class Mail (with a
10 courtesy copy by email).

11 If to CAG:

12 Yeroushalmi & Yeroushalmi
13 9100 Wilshire Boulevard, Suite 240W
14 Beverly Hills, CA 90212
(310) 623-1926

15 Email: lawfirm@yeroushalmi.com

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17 If to Defendant:

18 Chris M. Amantea, Esq.
19 STEPTOE & JOHNSON, LLP
20 633 West Fifth Street, 7th Floor
21 Los Angeles, California 90071
(213) 439-9424

Email: camantea@steptoe.com

22 **17. AUTHORITY TO STIPULATE**

23 17.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
24 by the party he or she represents to enter into this Consent Judgment and to execute it on behalf
25 of the party represented and legally to bind that party.

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AGREED TO:

Date: 03/27, 2017

Michael Marcus

Name: Michael Marcus

Title: Director
CONSUMER ADVOCACY
GROUP, INC.

AGREED TO:

Date: March 24, 2017

Christopher W. Day

Name: Christopher W. Day

Title: VP, Chief IP Counsel
PPC BROADBAND, INC. (erroneously
sued as Belden, Inc.),

IT IS SO ORDERED.

Date: _____

Hon. Winifred Y. Smith
JUDGE OF THE SUPERIOR COURT