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10 CENTER FOR ENVIRONMENTAL HEALTH

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SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL
HEALTH, a non-profit corporation,

Plaintiff,

v.

PACIFIC PLAY TENTS, INC., *et al.*,

Defendants.

Case No. RG-15753975

**[PROPOSED] CONSENT
JUDGMENT RE: PACIFIC PLAY
TENTS, INC. AND STANDARD
SALES, INC. DBA STANSFORT**

1. INTRODUCTION

1.1. This Consent Judgment is entered into by Plaintiff Center for Environmental Health, a non-profit corporation (“CEH”), and Defendants Pacific Play Tents, Inc. (“Pacific Play Tents”) and its sister company Standard Sales, Inc. dba Stansport (“Stansport”) (jointly, “Defendants”) to settle claims asserted by CEH against Defendants as set forth in the operative Complaint in the matter *Center for Environmental Health v. Pacific Play Tents, Inc., et al.*, Alameda County Superior Court Case No. RG-15753975 (the “Action”). CEH and Defendants are referred to collectively as the “Parties.”

1 1.2. On October 6, 2014, CEH served a “Notice of Violation” (the “First Notice”)
2 relating to the California Safe Drinking Water and Toxic Enforcement Act of 1986 (“Proposition
3 65”) on Pacific Play Tents, the California Attorney General, the District Attorneys of every
4 County in the State of California, and the City Attorneys for every City in State of California with
5 a population greater than 750,000. The First Notice alleges violations of Proposition 65 with
6 respect to the presence of tris (1,3-dichloro-2-propyl) phosphate (“TDCPP”) in children’s play
7 tents manufactured,¹ distributed, and/or sold by Pacific Play Tents.

8 1.3. On April 2, 2015, CEH served a second “Notice of Violation” (the “Second
9 Notice”) relating to Proposition 65 on Pacific Play Tents, the California Attorney General, the
10 District Attorneys of every County in the State of California, and the City Attorneys for every
11 City in State of California with a population greater than 750,000. The Second Notice alleges
12 violations of Proposition 65 with respect to the presence of TDCPP in children’s play tunnels
13 manufactured, distributed, and/or sold by Pacific Play Tents.

14 1.4. On August 28, 2015, CEH served a third “Notice of Violation” (the “Third
15 Notice”) relating to Proposition 65 on Defendants, the California Attorney General, the District
16 Attorneys of every County in the State of California, and the City Attorneys for every City in
17 State of California with a population greater than 750,000. The Third Notice alleges violations of
18 Proposition 65 with respect to the presence of TDCPP in products containing tent fabric,
19 including tents, shelters, gazebos, play structures such as tunnels and parachutes, sleeping
20 bags/pads, and chairs/cots, manufactured, distributed, and/or sold by Defendants in California.
21 The First, Second, and Third Notices are referred to collectively as the “Notices.”

22 1.5. Upon entry of this Consent Judgment, the operative Complaint in this Action shall
23 be deemed amended to include allegations against Defendants as to TDCPP in products
24 containing tent fabric, including tents, shelters, gazebos, play structures such as tunnels and
25 parachutes, sleeping bags/pads, and chairs/cots, manufactured, distributed, and/or sold by
26 Defendants in California.

27 _____
28 ¹ As used herein, the term manufacture[d] shall have the meaning defined in Section 3(a)(10) of
the Consumer Product Safety Act, 15 U.S.C. § 2052(a)(10) (manufacture, produce, or assemble).

1 1.6. Defendants are corporations that employ ten (10) or more persons and that
2 manufacture, distribute, and/or sell Covered Products (as defined herein) in the State of
3 California. Defendants represent that, since December 2014, all of their shipments of materials
4 for Covered Products (as defined herein) manufactured for sale in California have been tested and
5 found to be TDCPP free. Defendants contend that their tent and sleeping bag products were
6 manufactured to conform to the CPAI-84 and/or CPAI-75 industry fire retardant standards that
7 require fire retardant treatment for all tents and/or and sleeping bags. In addition, Defendants
8 contend that certain standards set by the federal Consumer Product Safety Commission require
9 the use of chemical flame retardants in children's play tents. Defendants further contend that the
10 polyurethane coating used on all of the Covered Products (as defined herein) avoids exposure to
11 any chemical flame retardant that may be found in these products.

12 1.7. For purposes of this Consent Judgment only, the Parties stipulate that: (i) this
13 Court has jurisdiction over the allegations of violations contained in the Notices and Complaint
14 and personal jurisdiction over Defendants as to the acts alleged in the Complaint; (ii) venue is
15 proper in the County of Alameda; and (iii) this Court has jurisdiction to enter this Consent
16 Judgment as a full and final resolution of all claims which were or could have been raised in the
17 Complaint based on the facts alleged in the Notices and Complaint with respect to Covered
18 Products manufactured, distributed, and/or sold by Defendants.

19 1.8. The Parties enter into this Consent Judgment as a full and final settlement of all
20 claims which were or could have been raised in the Complaint arising out of the facts or conduct
21 related to Defendants alleged therein. By execution of this Consent Judgment and agreeing to
22 comply with its terms, the Parties do not admit any fact, conclusion of law, or violation of law,
23 nor shall compliance with the Consent Judgment constitute or be construed as an admission by
24 the Parties of any fact, conclusion of law, or violation of law. Defendants deny the material,
25 factual, and legal allegations in the Notices and Complaint and expressly denies any wrongdoing
26 whatsoever. Except as specifically provided herein, nothing in this Consent Judgment shall
27 prejudice, waive, or impair any right, remedy, argument, or defense either Party may have in this
28 or any other pending or future legal proceedings. This Consent Judgment is the product of

1 negotiation and compromise and is accepted by the Parties solely for purposes of settling,
2 compromising, and resolving issues disputed in this Action.

3 **2. DEFINITIONS**

4 2.1. “Chemical Flame Retardant” means any halogenated or phosphorous-based
5 chemical compound used for the purpose of resisting or retarding the spread of fire. “Chemical
6 Flame Retardant” does not include any chemical that has been rated as a Benchmark 4 chemical
7 pursuant to Clean Production Action’s GreenScreen (<http://www.greenscreenchemicals.org/>).

8 2.2. “Covered Products” means products containing tent fabric, including tents
9 (including but not limited to the Pacific Play Tents “Lil’ Nursery” Tent and the Stansport “Star
10 Lite” Tent), shelters, gazebos, play structures such as tunnels and parachutes (including but not
11 limited to the Pacific Play Tents “Find Me” Giant Tunnel), sleeping bags/pads, and chairs/cots
12 manufactured, distributed, and/or sold by Defendants in California.

13 2.3. “Effective Date” means the date on which the Court enters this Consent Judgment.

14 2.4. “Listed Chemical Flame Retardants” means Tris(1,3-dichloro-2-propyl) phosphate
15 (“TDCPP”), Tris(2-chloroethyl) phosphate (“TCEP”), and Tris(2,3-dibromopropyl) phosphate
16 (“TDBPP”).

17 2.5. “Manufacture Date” means the date the Covered Product was manufactured and
18 as may be indicated on a tag attached to the Covered Product.

19 2.6. “Noticed Products” means (a) the Lil’ Nursery Tent, SKU No. 7-85319-20000-5,
20 Item No. 20000; (b) the Pacific Play Tents “Find-Me” Giant Tunnel, SKU No. 7-85319-20412-6,
21 Item No. 20412; and (c) the Stansport Star Lite Two-Person Tent, Item No. 723-200.

22 2.7. “Treated” means the intentional addition or application of any Chemical Flame
23 Retardant to any fabric used in any Covered Product.

24 2.8. “Untreated Fabric” means the fabric used to make the Covered Product that has
25 not been Treated with any Chemical Flame Retardant.

1 **3. INJUNCTIVE RELIEF**

2 **3.1. Reformulation of Covered Products.** Defendants shall comply with the
3 following requirements to reformulate the Covered Products to eliminate exposures to TDCPP
4 arising from the use of the Covered Products:

5 **3.1.1. Listed Chemical Flame Retardants – Covered Products.** As of the
6 Effective Date, Defendants shall not distribute, sell, or offer for sale in California any Covered
7 Product that has been Treated with any Listed Chemical Flame Retardant and which has a
8 Manufacture Date that is on or later than the Effective Date.

9 **3.1.1.1.** To ensure compliance with the reformulation provisions of this
10 Section, following the Effective Date, Defendants shall directly or through their supply chain
11 issue specifications to their suppliers of Covered Products and/or fabric used in any Covered
12 Product requiring that such products and/or fabric have not been Treated with any Listed
13 Chemical Flame Retardant in accordance with the requirements of Section 3.1.1, to the extent that
14 Defendants have not already provided such specifications. Defendants shall obtain and maintain
15 written certification(s) from their suppliers confirming that all such Covered Products and/or
16 fabric received by Defendants for distribution in California have not been Treated with any Listed
17 Chemical Flame Retardant. Defendants shall not be deemed in violation of the requirements of
18 Section 3.1.1 for any Covered Product to the extent: (a) they have relied on a written certification
19 from their vendor that supplied a Covered Product, or the fabric used in the Covered Product, that
20 the fabric in such Covered Product has not been Treated with any Listed Chemical Flame
21 Retardant, and/or (if such certification is not relied on or has previously been demonstrated to be
22 invalid) (b) they have obtained a test result from an independent third party certified laboratory
23 reporting that the Covered Product’s fabric has been made with no Listed Chemical Flame
24 Retardants.

25 **3.1.2. Interim Compliance – Noticed Products.** Any Noticed Products in
26 which the fabric has been Treated with any Listed Chemical Flame Retardant and which are
27 distributed, sold, or offered for sale by Defendants in California after the Effective Date shall be
28 accompanied by a Clear and Reasonable Warning that complies with Section 3.1.4.

1 **3.1.3. Warnings for Noticed Products in the Stream of Commerce.** In an
2 effort to ensure that consumers receive clear and reasonable warnings in compliance with
3 Proposition 65 for Noticed Products that have not been reformulated pursuant to Section 3.1.1 or
4 labeled in accordance with Section 3.1.2, within 30 days following the Effective Date, Defendants
5 shall either instruct their California retailers and/or distributors to discontinue the sale of the
6 Noticed Products in California or provide warning materials by certified mail that comply with
7 Section 3.1.4 to each of its California retailers and/or distributors to whom Defendants reasonably
8 believe they sold Noticed Products that contained or may have contained TDCPP on or after
9 January 1, 2014, if Defendants do not have actual knowledge that (i) the retailer or distributor is
10 no longer holding such Noticed Products in inventory for sale in California, or (ii) a Proposition
11 65 warning is already provided for such Noticed Products.

12 **3.1.4. Proposition 65 Warnings.** A Clear and Reasonable Warning under this
13 Consent Judgment shall state:

14 WARNING: This product contains TDCPP [and/or TCEP and/or TDBPP], a
15 chemical[s] known to the State of California to cause cancer.²

16 A Clear and Reasonable Warning shall not be preceded by, surrounded by, or include any
17 additional words or phrases that contradict, obfuscate, or otherwise undermine the warning. The
18 warning statement shall be prominently displayed on the Covered Product or the packaging of the
19 Covered Product with such conspicuousness, as compared with other words, statements, or
20 designs as to render it likely to be read and understood by an ordinary individual prior to sale.
21 For internet, catalog, or any other sale where the consumer is not physically present and cannot
22 see a warning displayed on the Covered Product or the packaging of the Covered Product prior to

23 _____
24 ² The regulatory safe harbor warning language specified in 27 C.C.R. § 25603.2 may also be
25 used. Should Defendants seek to use alternative warning language, other than the language
26 specified above or the safe harbor warning specified in 27 C.C.R. § 25603.2, or seek to use an
27 alternate method of transmission of the warning, they must obtain the Court's approval of its
28 proposed alternative and provide all Parties and the Office of the Attorney General with timely
notice and the opportunity to comment or object before the Court acts on the request. In the event
that Defendants' application for Court approval of an alternative warning is contested by CEH,
the prevailing party shall be entitled to its reasonable attorneys' fees associated with opposing or
responding to the opposition to the application. No fees shall be recoverable for the initial
application seeking an alternative warning.

1 purchase or payment, the warning statement shall be displayed in such a manner that it is likely to
2 be read and understood prior to the authorization of or actual payment.

3 **3.2. Optional Additional Reformulation – Use of Untreated Fabric.** In order for
4 Defendants to be eligible for a waiver of the additional penalty/payment in lieu of penalty
5 payments set forth in Section 4.1.5 below, Defendants shall undertake the additional actions to
6 reduce or eliminate the use of Chemical Flame Retardants set forth herein. Any Covered
7 Products, other than tents or sleeping bags, manufactured or caused to be manufactured by
8 Defendants on or after the Effective Date that Defendants thereafter distribute, sell, or offer for
9 sale in California shall not be Treated with any Chemical Flame Retardant.³ In order to avoid the
10 additional payments in Section 4.1.5, Defendants must certify their compliance with Section 3.2
11 within 210 days of the Effective Date by written notice to CEH.

12 **3.2.1. Specification To and Certification From Suppliers.** To ensure
13 compliance with the provisions of Section 3.2, to the extent that Defendants opt for additional
14 reformulation, they shall directly or through their supply chain issue specifications to their
15 suppliers of Covered Products other than tents or sleeping bags and/or fabric used in any such
16 product requiring that such products and/or fabric used in such products shall contain no
17 Chemical Flame Retardants, to the extent that Defendants have not already provided such
18 specifications. Defendants shall not be deemed in violation of the requirements of Section 3.2 for
19 any such product to the extent: (a) they have relied on a written certification from their vendor
20 that supplied such a product, or the fabric used in such a product, that the fabric used in such
21 product is Untreated Fabric, and/or (b) have obtained a test result from a certified laboratory
22 reporting that the product’s fabric contains no Chemical Flame Retardants. Defendants shall
23 obtain and maintain written certification(s) from its suppliers confirming that all such non-
24 tent/non-sleeping bag Covered Products contain no Chemical Flame Retardants, and/or that any
25 fabric received by Defendants for use in such products distributed in California is Untreated
26 Fabric.

27 _____
28 ³ Such non-tent/non-sleeping bag Covered Products include shelters, gazebos, play structures
such as tunnels and parachutes, sleeping pads, and chairs/cots.

1 **4. PENALTIES AND PAYMENT**

2 4.1. Defendants shall initially pay to CEH the total sum of Forty Thousand Dollars
3 (\$40,000) as allocated below, with the allocation amounts to be specified by CEH prior to their
4 execution of the Consent Judgment as follows:

5 4.1.1. \$4,400 shall constitute a penalty pursuant to Cal. Health & Safety Code §
6 25249.7(b), such money to be apportioned by CEH in accordance with Cal. Health & Safety Code
7 § 25249.12.

8 4.1.2. \$6,000 shall constitute a payment in lieu of civil penalty pursuant to Cal.
9 Health & Safety Code § 25249.7(b) and 11 C.C.R. § 3202(b). CEH will use such funds to
10 continue its work of educating and protecting the public from exposures to toxic chemicals,
11 including chemical flame retardants. CEH may also use a portion of such funds to monitor
12 compliance with this Consent Judgment and to purchase and test Defendants ‘products to confirm
13 compliance. In addition, as part of its Community Environmental Action and Justice Fund, CEH
14 will use four percent (4%) of such funds to award grants to grassroots environmental justice
15 groups working to educate and protect the public from exposures to toxic chemicals. The method
16 of selection of such groups can be found at the CEH website at www.ceh.org/justicefund.

17 4.1.3. \$29,600 shall constitute reimbursement of CEH’s reasonable attorneys’
18 fees and costs.

19 4.1.4. The payments required under Sections 4.1.1-4.1.3 shall be made in three
20 separate checks, all to be delivered within 10 days following the Effective Date. The payments
21 required pursuant to Sections 4.1.1 and 4.1.2 shall each be made payable CEH. The payment
22 required pursuant to Section 4.1.3 shall be made payable to Lexington Law Group. All checks
23 shall be delivered to Mark Todzo at Lexington Law Group at the address set forth in Section 8.

24 4.1.5. In the event that Defendants elect not to certify their compliance with
25 Section 3.2 in accordance with that Section, within 240 days following the Effective Date,
26 Defendants must make an additional payment of \$15,000 which shall be paid in two separate
27 checks, each payable to CEH as allocated below, with the allocation amounts to be specified by
28 CEH prior to its execution of the Consent Judgment as follows:

1 4.1.5.1. \$9,000 shall constitute a penalty pursuant to Cal. Health &
2 Safety Code § 25249.7(b), such money to be apportioned by CEH in accordance with Cal. Health
3 & Safety Code § 25249.12.

4 4.1.5.2. \$6,000 shall constitute a payment in lieu of civil penalty
5 pursuant to Cal. Health & Safety Code § 25249.7(b) and 11 C.C.R. § 3202(b). CEH will use such
6 funds to continue its work of educating and protecting the public from exposures to toxic
7 chemicals, including chemical flame retardants. CEH may also use a portion of such funds to
8 monitor compliance with this Consent Judgment and to purchase and test Defendants' products to
9 confirm compliance. In addition, as part of its Community Environmental Action and Justice
10 Fund, CEH will use four percent (4%) of such funds to award grants to grassroots environmental
11 justice groups working to educate and protect the public from exposures to toxic chemicals. The
12 method of selection of such groups can be found at the CEH website at www.ceh.org/justicefund.

13 **5. ENFORCEMENT OF CONSENT JUDGMENT**

14 5.1. CEH may, by motion or application for an order to show cause before the Superior
15 Court of Alameda County, enforce the terms and conditions contained in this Consent Judgment.
16 Prior to bringing any motion or application to enforce the requirements of Section 3 above, CEH
17 shall provide Defendants with a Notice of Violation and a copy of any test results which
18 purportedly support CEH's Notice of Violation. The Parties shall then meet and confer regarding
19 the basis for CEH's anticipated motion or application in an attempt to resolve it informally,
20 including providing Defendants a reasonable opportunity of at least thirty (30) days to cure any
21 alleged violation. Should such attempts at informal resolution fail, CEH may file its enforcement
22 motion or application. The prevailing party on any motion to enforce this Consent Judgment
23 shall be entitled to its reasonable attorney's fees and costs incurred as a result of such motion or
24 application. This Consent Judgment may only be enforced by the Parties.

25 **6. MODIFICATION OF CONSENT JUDGMENT**

26 6.1. This Consent Judgment may only be modified by written agreement of CEH and
27 Defendants, or upon motion of CEH or Defendants as provided by law. Furthermore, if
28 Defendants elect to comply with the optional reformulation requirements of Section 3.2, and if

1 there is any subsequent change in law or regulation that makes it impossible using commercially
2 feasible options for Defendants to comply with the optional reformulation requirements of
3 Section 3.2 with respect to Covered Products other than tents or sleeping bags, then Defendants
4 may file a motion to modify this Consent Judgment to remove the injunctive requirements of
5 Section 3.2.

6 **7. CLAIMS COVERED AND RELEASE**

7 7.1. This Consent Judgment is a full, final, and binding resolution between CEH acting
8 in the public interest and Defendants and Defendants' parents, officers, directors, shareholders,
9 divisions, subdivisions, subsidiaries, affiliates, sister companies with common ownership and
10 their respective successors and assigns ("Defendant Releasees"), and all entities to whom they
11 directly or indirectly distribute or sell or have distributed or sold Covered Products including, but
12 not limited to, distributors, wholesalers, customers, retailers, franchisees, cooperative members,
13 and licensees ("Downstream Defendant Releasees"), of all claims alleged in the Complaint in this
14 Action arising from any violation of Proposition 65 that have been or could have been asserted in
15 the public interest against Defendant Releasees and Downstream Defendant Releasees, regarding
16 the failure to warn about exposure to TDCPP in the Covered Products manufactured, distributed,
17 or sold by Defendants prior to the Effective Date.

18 7.2. CEH, for itself releases, waives, and forever discharges any and all claims alleged
19 in the Complaint against Defendant Releasees and Downstream Defendant Releasees arising from
20 any violation of Proposition 65 that have been or could have been asserted regarding the failure to
21 warn about exposure to TDCPP in connection with Covered Products manufactured, distributed,
22 or sold by Defendants prior to the Effective Date.

23 7.3. Compliance with the terms of this Consent Judgment by Defendants shall
24 constitute compliance with Proposition 65 with respect to any alleged failure to warn about any
25 Listed Chemical Flame Retardants in Covered Products manufactured, distributed, or sold by
26 Defendants after the Effective Date.

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1 **8. PROVISION OF NOTICE**

2 8.1. When any Party is entitled to receive any notice under this Consent Judgment, the
3 notice shall be sent by first class and electronic mail as follows:

4 8.1.1. **Notices to Defendants.** The persons for Defendants to receive notices
5 pursuant to this Consent Judgment shall be:

6 Renee D. Wasserman
7 Alecia E. Cotton
8 Rogers Joseph O'Donnell
9 311 California Street
10 San Francisco, CA 94104
11 rwasserman@rjo.com
12 acotton@rjo.com

13 8.1.2. **Notices to Plaintiff.** The persons for CEH to receive notices pursuant to
14 this Consent Judgment shall be:

15 Mark Todzo
16 Lexington Law Group
17 503 Divisadero Street
18 San Francisco, CA 94117
19 mtodzo@lexlawgroup.com

20 8.2. Any Party may modify the person and address to whom the notice is to be sent by
21 sending the other Parties notice by first class and electronic mail.

22 **9. COURT APPROVAL**

23 9.1. This Consent Judgment shall become effective on the Effective Date, provided
24 however, that CEH shall prepare and file a Motion for Approval of this Consent Judgment and
25 Defendants shall support approval of such Motion. Likewise, CEH shall support approval of such
26 Motion and any judgment thereon.

27 9.2. If this Consent Judgment is not entered by the Court, it shall be of no force or
28 effect and shall not be introduced into evidence or otherwise used in any proceeding for any
purpose.

1 **10. GOVERNING LAW AND CONSTRUCTION**

2 10.1. The terms and obligations arising from this Consent Judgment shall be construed
3 and enforced in accordance with the laws of the State of California.

4 **11. ENTIRE AGREEMENT**

5 11.1. This Consent Judgment contains the sole and entire agreement and understanding
6 of CEH and Defendants with respect to the entire subject matter hereof, and any and all prior
7 discussions, negotiations, commitments, or understandings related thereto, if any, are hereby
8 merged herein and therein.

9 11.2. There are no warranties, representations, or other agreements between CEH and
10 Defendants except as expressly set forth herein. No representations, oral or otherwise, express or
11 implied, other than those specifically referred to in this Consent Judgment have been made by any
12 Party hereto.

13 11.3. No other agreements not specifically contained or referenced herein, oral or
14 otherwise, shall be deemed to exist or to bind any of the Parties hereto. Any agreements
15 specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind
16 any of the Parties hereto only to the extent that they are expressly incorporated herein.

17 11.4. No supplementation, modification, waiver, or termination of this Consent
18 Judgment shall be binding unless executed in writing by the Party to be bound thereby.

19 11.5. No waiver of any of the provisions of this Consent Judgment shall be deemed or
20 shall constitute a waiver of any of the other provisions hereof whether or not similar, nor shall
21 such waiver constitute a continuing waiver.

22 **12. RETENTION OF JURISDICTION**

23 12.1. This Court shall retain jurisdiction of this matter to implement or modify the
24 Consent Judgment.

25 **13. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

26 13.1. Each signatory to this Consent Judgment certifies that he or she is fully authorized
27 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and
28 execute the Consent Judgment on behalf of the Party represented and to legally bind that Party.

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14. NO EFFECT ON OTHER SETTLEMENTS

14.1. Nothing in this Consent Judgment shall preclude CEH from resolving any claim against another entity on terms that are different from those contained in this Consent Judgment.

15. EXECUTION IN COUNTERPARTS

15.1. The stipulations to this Consent Judgment may be executed in counterparts and by means of facsimile, which taken together shall be deemed to constitute one document.

IT IS SO STIPULATED:

Dated: Sept 18, 2015

CENTER FOR ENVIRONMENTAL HEALTH



Corinne Pizano

Printed Name

Associate Director

Title

Dated: _____, 2015

**PACIFIC PLAY TENTS, INC.
STANDARD SALES, INC. DBA STANSPORT**

Printed Name

Title

**IT IS SO ORDERED, ADJUDGED,
AND DECREED:**

Dated: _____, 2015

Judge of the Superior Court of the State of
California, County of Alameda

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14. NO EFFECT ON OTHER SETTLEMENTS

14.1. Nothing in this Consent Judgment shall preclude CEH from resolving any claim against another entity on terms that are different from those contained in this Consent Judgment.

15. EXECUTION IN COUNTERPARTS

15.1. The stipulations to this Consent Judgment may be executed in counterparts and by means of facsimile, which taken together shall be deemed to constitute one document.

IT IS SO STIPULATED:

Dated: _____, 2015 **CENTER FOR ENVIRONMENTAL HEALTH**

Printed Name

Title

Dated: 9/18/15, 2015 **PACIFIC PLAY TENTS, INC.
STANDARD SALES, INC. DBA STANSPORT**

Victor Priskul

VICTOR PRISKUL

Printed Name

CEO/PRESIDENT

Title

**IT IS SO ORDERED, ADJUDGED,
AND DECREED:**

Dated: _____, 2015 _____
Judge of the Superior Court of the State of
California, County of Alameda