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CENTER FOR ENVIRONMENTAL HEALTH  
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10 SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
11 FOR THE COUNTY OF ALAMEDA  
12

13 CENTER FOR ENVIRONMENTAL  
HEALTH, a non-profit corporation,  
14

Plaintiff,  
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v.  
16

17 ORBIT BABY, INC., et al.  
18

Defendants.  
19

Case No. RG 16-829826

**[PROPOSED] CONSENT  
JUDGMENT RE: ORBIT BABY,  
INC.**

20 **1. INTRODUCTION**

21 1.1. This Consent Judgment is entered into by Plaintiff Center for Environmental  
22 Health, a non-profit corporation (“CEH”), and Defendant Orbit Baby, Inc. (“Defendant”) to settle  
23 claims asserted by CEH against Defendant as set forth in the operative Complaint in the matter  
24 *Center for Environmental Health v. Orbit Baby, Inc., et al.*, Alameda County Superior Court Case  
25 No. RG 16-829826 (the “Action”). CEH and Defendant are referred to collectively as the  
26 “Parties.”

27 1.2. On February 26, 2016, CEH served a “Notice of Violation” (the “Notice”) relating  
28 to the California Safe Drinking Water and Toxic Enforcement Act of 1986 (“Proposition 65”) on

1 Defendant, the California Attorney General, the District Attorneys of every County in the State of  
2 California, and the City Attorneys for every City in State of California with a population greater  
3 than 750,000. The Notice alleges violations of Proposition 65 with respect to the presence of tris  
4 (1,3-dichloro-2-propyl) phosphate (“TDCPP”) in children’s car seats manufactured, distributed,  
5 and/or sold by Defendant.

6 1.3. Defendant is a corporation that employs ten (10) or more persons and that  
7 manufactures, distributes, and/or sells Covered Products (as defined herein) in the State of  
8 California. In the past, Defendant has made public claims on its website that its Covered  
9 Products contain no TDCPP based upon testing.

10 1.4. For purposes of this Consent Judgment only, the Parties stipulate that: (i) this  
11 Court has jurisdiction over the allegations of violations contained in the Notice and Complaint  
12 and personal jurisdiction over Defendant as to the acts alleged in the Complaint; (ii) venue is  
13 proper in the County of Alameda; and (iii) this Court has jurisdiction to enter this Consent  
14 Judgment as a full and final resolution of all claims which were or could have been raised in the  
15 Complaint based on the facts alleged in the Notice and Complaint with respect to Covered  
16 Products manufactured, distributed, and/or sold by Defendant.

17 1.5. The Parties enter into this Consent Judgment as a full and final settlement of all  
18 claims which were or could have been raised in the Complaint arising out of the facts or conduct  
19 related to Defendant alleged therein. By execution of this Consent Judgment and agreeing to  
20 comply with its terms, the Parties do not admit any fact, conclusion of law, or violation of law,  
21 nor shall compliance with the Consent Judgment constitute or be construed as an admission by  
22 the Parties of any fact, conclusion of law, or violation of law. Defendant denies the material,  
23 factual, and legal allegations in the Notice and Complaint and expressly denies any wrongdoing  
24 whatsoever. Except as specifically provided herein, nothing in this Consent Judgment shall  
25 prejudice, waive, or impair any right, remedy, argument, or defense either Party may have in this  
26 or any other pending or future legal proceedings. This Consent Judgment is the product of  
27 negotiation and compromise and is accepted by the Parties solely for purposes of settling,  
28 compromising, and resolving issues disputed in this Action.

1           **2. DEFINITIONS**

2           2.1.    “Chemical Flame Retardant” means any halogenated or phosphorous-based  
3 chemical compound used for the purpose of resisting or retarding the spread of fire. “Chemical  
4 Flame Retardant” does not include any chemical that has been rated as a Benchmark 4 chemical  
5 pursuant to Clean Production Action’s GreenScreen (<http://www.greenscreenchemicals.org/>).

6           2.2.    “Covered Products” means G2 infant and toddler car seats manufactured,  
7 distributed, and/or sold by Defendant in California.

8           2.3.    “Effective Date” means the date on which the Court enters this Consent Judgment.

9           2.4.    “Listed Chemical Flame Retardants” means Tris(1,3-dichloro-2-propyl) phosphate  
10 (“TDCPP”), Tris(2-chloroethyl) phosphate (“TCEP”), and Tris(2,3-dibromopropyl) phosphate  
11 (“TDBPP”).

12          2.5.    “Manufacture Date” means the date the Covered Product was manufactured and  
13 as may be indicated on a tag or sticker attached to the Covered Product.

14          2.6.    “Treated” means the addition or application of any Chemical Flame Retardant to  
15 any polyurethane foam used in any Covered Product.

16          2.7.    “Untreated Foam” means polyurethane foam that has not been Treated with any  
17 Chemical Flame Retardant.

18           **3. INJUNCTIVE RELIEF**

19          3.1.    **Formulation of Covered Products.** Defendant shall continue to comply with the  
20 following requirements regarding the formulation of the Covered Products to eliminate exposures  
21 to TDCPP arising from the use of the Covered Products:

22               3.1.1. **Listed Chemical Flame Retardants – All Covered Products.** As of the  
23 Effective Date, Defendant shall continue to only distribute, sell, or offer for sale in California  
24 Covered Products that have not been Treated with any Listed Chemical Flame Retardant.

25                   3.1.1.1. **Supplier Specification and Certification.** To ensure  
26 compliance with the formulation provisions of Section 3.1.1, following the Effective Date,  
27 Defendant shall continue to directly or through its supply chain issue specifications to its  
28 suppliers of Covered Products and/or polyurethane foam used in any Covered Product requiring

1 that such products and/or foam have not been Treated with any Listed Chemical Flame Retardant  
2 in accordance with the requirements of Section 3.1.1. Defendant shall continue to obtain and  
3 maintain written certification(s) from its suppliers confirming that all such Covered Products  
4 and/or foam received by Defendant for distribution in California and manufactured after the  
5 Effective Date have not been Treated with any Listed Chemical Flame Retardant.

6 **3.1.1.2. Testing of Covered Products by Defendant.** To further  
7 ensure compliance with the formulation provisions of Section 3.1.1, following the Effective Date,  
8 Defendant shall conduct testing on Covered Products manufactured after the Effective Date to  
9 confirm that the Covered Products contain no Listed Chemical Flame Retardants. All testing  
10 pursuant to this Section shall be performed by a U.S.-based, independent, third party certified  
11 laboratory. At the request of CEH, the results of all testing performed pursuant to this Section  
12 shall be made available to CEH. The frequency and amount of testing required shall be as  
13 follows:

14 **3.1.1.2.1. Testing Frequency.** In the first twelve-month period  
15 following the Effective Date, Defendant shall test at least 5 randomly-selected units of Covered  
16 Product manufactured after the Effective Date and that will be sold in California. In the second  
17 twelve-month period following the Effective Date, Defendant shall test at least 3 randomly-  
18 selected units of Covered Product manufactured during that twelve-month period and that will be  
19 sold in California. In the third twelve-month period following the Effective Date, Defendant shall  
20 test 1 randomly-selected unit of Covered Product manufactured during that twelve-month period  
21 and that will be sold in California. Thereafter, Defendant may rely on the supplier specification  
22 and certification scheme set forth in Section 3.1.1.1 in lieu of mandatory testing.

23 **3.1.1.2.2. Products that Contain Listed Chemical Flame**  
24 **Retardants Pursuant to Defendant's Testing.** If the results of any of the testing required  
25 pursuant to Section 3.1.1.2.1 show the presence of any Listed Chemical Flame Retardant in a  
26 Covered Product manufactured after the Effective Date, Defendant shall: (1) refuse to accept all  
27 of the Covered Products that were purchased under the particular purchase order; (2) send a  
28 notice to the supplier explaining that such Covered Products do not comply with the supplier's

1 certification; and (3) apply the testing frequency set forth in Section 3.1.1.2.1 as though the next  
2 order purchased from the supplier were the first shipment following the Effective Date.

3                   **3.1.1.3. Confirmatory Testing by CEH.** CEH intends to conduct  
4 periodic testing of Covered Products sold or offered for sale in California that have a Manufacture  
5 Date that is on or later than the Effective Date. Any such testing will be conducted by CEH at a  
6 U.S.-based, independent, third party certified laboratory. In the event that CEH's testing of such  
7 Covered Products manufactured after the Effective Date demonstrates the presence of any Listed  
8 Chemical Flame Retardant in one or more Covered Products, CEH shall inform Defendant of the  
9 test results, including information sufficient to permit Defendant to identify the Covered  
10 Product(s). Defendant shall, within 20 days following such notice, provide CEH, at the address  
11 listed in Section 8.1.2, with its supplier certification and testing information demonstrating its  
12 compliance with Sections 3.1.1.1 and 3.1.1.2 of this Consent Judgment. Defendant shall then  
13 have the opportunity to conduct its own independent testing of the same unit of Covered  
14 Product(s) to confirm or controvert CEH's tests. If Defendant's independent testing confirms  
15 CEH's test results, Defendant shall apply the testing frequency set forth in Section 3.1.1.2.1 as  
16 though the next order purchased from the supplier were the first shipment following the Effective  
17 Date. If Defendant's independent testing controverts CEH's test results, the Parties shall meet  
18 and confer in good faith to select a mutually agreeable independent third party certified laboratory  
19 to conduct a tiebreaking test on the same unit of Covered Product(s), the result of which shall be  
20 deemed dispositive as to the subsequent application of the testing frequency set forth in Section  
21 3.1.1.2.1. Upon the third time that testing pursuant to Section 3.1.1.2 or Section 3.1.1.3 reveals  
22 the presence of any Listed Chemical Flame Retardant in any Covered Product, CEH may, at its  
23 discretion, invoke the judicial enforcement mechanism in Section 5 in addition to requiring any  
24 further testing under Section 3.1.1.2.

25                   **3.2. Optional Reformulation – Use of Untreated Foam.** In order for Defendant to be  
26 eligible for a waiver of the additional penalty/payment in lieu of penalty payments set forth in  
27 Section 4.1.5 below, Defendant shall undertake the additional actions to reduce or eliminate the  
28 use of Chemical Flame Retardants set forth herein. As of 90 days following the Effective Date,

1 Defendant shall not manufacture or distribute, sell, or offer for sale in California any Covered  
2 Product that has been Treated with any Chemical Flame Retardant. In order to avoid the  
3 additional payments, Defendant must provide written certification to CEH of its use of only  
4 Untreated Foam within 120 days following the Effective Date.

5           **3.2.1. Specification To and Certification From Suppliers.** To ensure  
6 compliance with the provisions of this Section 3.2, to the extent that Defendant opts for such  
7 reformulation, it shall directly or through its supply chain issue specifications to its suppliers of  
8 Covered Products and/or polyurethane foam used in any Covered Product requiring that such  
9 products and/or foam shall use only Untreated Foam. Defendant shall not be deemed in violation  
10 of the requirements of this Section 3.2 for any Covered Product to the extent: (a) it has relied on  
11 a written certification from its vendor that supplied a Covered Product and/or the polyurethane  
12 foam used in a Covered Product that such product is made with only Untreated Foam, and/or (b)  
13 it has obtained a test result from a U.S.-based, independent, third party certified laboratory  
14 reporting that the Covered Product's polyurethane foam has been made with Untreated Foam.  
15 Defendant shall obtain and maintain written certification(s) from its suppliers confirming that all  
16 such Covered Products and/or foam received by Defendant for distribution in California is  
17 Untreated Foam. CEH intends to conduct periodic testing of Covered Products sold or offered for  
18 sale in California to further ensure that any optional reformulation has been properly effectuated  
19 by Defendant.

20           **3.3. Consumer Notification for Covered Products Already Purchased.** In an effort  
21 to provide notice to consumers that have already purchased Covered Products that may have  
22 contained TDCPP but did not receive clear and reasonable warnings regarding the potential  
23 presence of TDCPP, Defendant shall take reasonable steps to notify all known California  
24 consumers of Covered Products of the possibility that the Covered Products may contain TDCPP  
25 within 30 days following the Effective Date. Such steps shall include, at a minimum: (1)  
26 providing notification materials by email or U.S. mail to all persons for whom Defendant has  
27 contact information that Defendant knows or reasonably believes to have purchased Covered  
28 Products in California on or after October 28, 2012 (such as consumers who purchased Covered

1 Products directly from Defendant, or who have registered their Covered Products with  
2 Defendant); (2) providing notification materials by certified mail to each of its California retailers  
3 or distributors to whom Defendant has reason to believe it sold Covered Products on or after  
4 October 28, 2012; and (3) placing notification materials on a prominent page on Defendant's  
5 website for four (4) years after the Effective Date or until the date on which Defendant stops  
6 operating its website, whichever is sooner.

7           **3.3.1. Content of Notification Materials.** Any notification materials provided  
8 pursuant to Section 3.3 shall state that there is a possibility that some Covered Products sold on or  
9 after October 28, 2012 may contain TDCPP. Such notification materials shall also state that  
10 Defendant is willing to replace any units of Covered Products purchased on or after October 28,  
11 2012 that contain TDCPP with comparable children's car seats that do not contain any Listed  
12 Chemical Flame Retardants, provided that the person or entity requesting replacement can  
13 provide proof of purchase and present possession.

14           **3.3.2. Replacement of Covered Products.** For all Covered Products for which  
15 Defendant receives a request for replacement and proof of purchase and present possession  
16 showing purchase on or after October 28, 2012, Defendant shall replace the Covered Products  
17 with a comparable children's car seat that does not contain any Listed Chemical Flame  
18 Retardants. Defendant shall pay for any postage and shipping costs associated with such  
19 replacement of Covered Products. Defendant shall keep records reflecting the identity and  
20 contact information for all persons or entities who seek replacement of Covered Products, which  
21 shall be made available to CEH upon request.

#### 22           **4. PENALTIES AND PAYMENT**

23           **4.1. Initial Payments from Defendant.** Within 10 days following the Effective Date,  
24 Defendant shall pay to CEH the total sum of one hundred forty-five thousand dollars (\$145,000)

25           **4.2. Allocation of Initial Payments.** The initial settlement amount for Defendant shall  
26 be paid in five (5) separate checks made payable and allocated as follows:

27           **4.2.1.** Defendant shall pay \$19,058 as a civil penalty pursuant to Health & Safety  
28 Code § 25249.7(b). The civil penalty payment shall be apportioned in accordance with Health &

1 Safety Code § 25249.12 (25% to CEH and 75% to the State of California’s Office of  
2 Environmental Health Hazard Assessment (“OEHHA”). Accordingly, the OEHHA portion of  
3 the civil penalty payment in the amount of \$14,293.50 shall be made payable to OEHHA and  
4 associated with taxpayer identification number 68-0284486. This payment shall be delivered as  
5 follows:

6 For United States Postal Service Delivery:

7 Attn: Mike Gyurics  
8 Fiscal Operations Branch Chief  
9 Office of Environmental Health Hazard Assessment  
10 P.O. Box 4010, MS #19B  
11 Sacramento, CA 95812-4010

12 For Non-United States Postal Service Delivery:

13 Attn: Mike Gyurics  
14 Fiscal Operations Branch Chief  
15 Office of Environmental Health Hazard Assessment  
16 1001 I Street, MS #19B  
17 Sacramento, CA 95814

18 The CEH portion of the civil penalty payment in the amount of \$4,764.50 shall be made  
19 payable to the Center for Environmental Health and associated with taxpayer identification  
20 number 94-3251981. This payment shall be delivered to Mark Todzo at Lexington Law Group at  
21 the address set forth in Section 8.

22 4.2.2. Defendant shall pay \$14,292 as an Additional Settlement Payment (“ASP”)  
23 in lieu of civil penalty to CEH pursuant to Health & Safety Code § 25249.7(b), and California  
24 Code of Regulations, Title 11, § 3204. CEH intends to place these funds in CEH’s Toxics and  
25 Youth Fund and use them to support CEH programs and activities that seek to educate the public  
26 about chemical flame retardants and other toxic chemicals in consumer products that are  
27 marketed to youth, expand its use of social media to communicate with Californians about the  
28 risks of exposures to chemical flame retardants and other toxic chemicals in the products they and  
their children use and about ways to reduce those exposures, work with industries that market  
products to youth to reduce exposure to chemical flame retardants and other toxic chemicals, and  
thereby reduce the public health impacts and risks of exposure to chemical flame retardants and  
other toxic chemicals in consumer products that are marketed to youth in California. CEH shall



1 obtain and maintain adequate records to document that ASPs are spent on these activities and  
2 CEH agrees to provide such documentation to the Attorney General within thirty days of any  
3 request from the Attorney General. The payment pursuant to this Section shall be made payable  
4 to the Center for Environmental Health and associated with taxpayer identification number 94-  
5 3251981. This payment shall be delivered to Mark Todzo at Lexington Law Group at the address  
6 set forth in Section 8.

7 4.2.3. Defendant shall pay \$111,650 as reimbursement of reasonable attorneys'  
8 fees and costs. The attorneys' fees and cost reimbursement shall be made in two separate checks  
9 as follows: (a) \$94,105 payable to the Lexington Law Group and associated with taxpayer  
10 identification number 94-3317175; and (b) \$17,545 payable to the Center for Environmental  
11 Health and associated with taxpayer identification number 94-3251981. These payments shall be  
12 delivered to Mark Todzo at Lexington Law Group at the address set forth in Section 8.

13 4.3. **Additional Payments from Defendant.**

14 4.3.1. In the event that Defendant elects not to certify its compliance with Section  
15 3.2 in accordance with that Section, within 120 days following the Effective Date, Defendant  
16 must make an additional payment of \$58,000, which shall be paid in two separate checks, each  
17 payable to CEH, to be allocated as follows:

18 4.3.1.1. \$33,143 shall constitute a penalty pursuant to Cal. Health &  
19 Safety Code § 25249.7(b), such money to be apportioned by CEH in accordance with Cal. Health  
20 & Safety Code § 25249.12.

21 4.3.1.2. \$24,857 shall constitute an ASP pursuant to Health & Safety  
22 Code § 25249.7(b), and California Code of Regulations, Title 11, § 3204. CEH intends to place  
23 these funds in CEH's Toxics and Youth Fund and use them to support CEH programs and  
24 activities that seek to educate the public about chemical flame retardants and other toxic  
25 chemicals in consumer products that are marketed to youth, expand its use of social media to  
26 communicate with Californians about the risks of exposures to chemical flame retardants and  
27 other toxic chemicals in the products they and their children use and about ways to reduce those  
28 exposures, work with industries that market products to youth to reduce exposure to chemical

1 flame retardants and other toxic chemicals, and thereby reduce the public health impacts and risks  
2 of exposure to chemical flame retardants and other toxic chemicals in consumer products that are  
3 marketed to youth in California. CEH shall obtain and maintain adequate records to document  
4 that ASPs are spent on these activities and CEH agrees to provide such documentation to the  
5 Attorney General within thirty days of any request from the Attorney General.

## 6 **5. ENFORCEMENT OF CONSENT JUDGMENT**

7 5.1. CEH may, by motion or application for an order to show cause before the Superior  
8 Court of Alameda County, enforce the terms and conditions contained in this Consent Judgment.  
9 Prior to bringing any motion or application to enforce the requirements of Section 3 above, CEH  
10 shall provide Defendant with a Notice of Violation and a copy of any test results which  
11 purportedly support CEH's Notice of Violation. The Parties shall then meet and confer regarding  
12 the basis for CEH's anticipated motion or application in an attempt to resolve it informally,  
13 including providing Defendant a reasonable opportunity of at least 45 days to cure any alleged  
14 violation. Should such attempts at informal resolution fail, CEH may file its enforcement motion  
15 or application. The prevailing party on any motion to enforce this Consent Judgment shall be  
16 entitled to its reasonable attorney's fees and costs incurred as a result of such motion or  
17 application. This Consent Judgment may only be enforced by the Parties.

## 18 **6. MODIFICATION OF CONSENT JUDGMENT**

19 6.1. This Consent Judgment may only be modified by written agreement of CEH and  
20 Defendant, or upon motion of CEH or Defendant as provided by law.

## 21 **7. CLAIMS COVERED AND RELEASE**

22 7.1. This Consent Judgment is a full, final, and binding resolution between CEH acting  
23 in the public interest and Defendant and Defendant's parents, officers, directors, shareholders,  
24 divisions, subdivisions, subsidiaries, and their respective successors and assigns ("Defendant  
25 Releasees"), and all entities to whom they distribute or sell or have distributed or sold Covered  
26 Products including, but not limited to, distributors, wholesalers, customers, retailers, franchisees,  
27 cooperative members, and licensees ("Downstream Defendant Releasees"), of all claims alleged  
28 in the Complaint in this Action arising from any violation of Proposition 65 that have been or

1 could have been asserted in the public interest against Defendant and Downstream Defendant  
2 Releasees, regarding the failure to warn about exposure to Listed Chemical Flame Retardants in  
3 the Covered Products manufactured, distributed, or sold by Defendant prior to the Effective Date.

4 7.2. CEH, for itself releases, waives, and forever discharges any and all claims alleged  
5 in the Complaint against Defendant and Downstream Defendant Releasees arising from any  
6 violation of Proposition 65 that have been or could have been asserted regarding the failure to  
7 warn about exposure to Listed Chemical Flame Retardants in connection with Covered Products  
8 manufactured, distributed, or sold by Defendant prior to the Effective Date.

9 7.3. Compliance with the terms of this Consent Judgment by Defendant and the  
10 Downstream Defendant Releasees shall constitute compliance with Proposition 65 by Defendant  
11 and Downstream Defendant Releasees with respect to any alleged failure to warn about any  
12 Listed Chemical Flame Retardant in Covered Products manufactured, distributed, or sold by  
13 Defendant after the Effective Date.

#### 14 **8. PROVISION OF NOTICE**

15 8.1. When any Party is entitled to receive any notice under this Consent Judgment, the  
16 notice shall be sent by first class and electronic mail as follows:

17 8.1.1. **Notices to Defendant.** The persons for Defendant to receive notices  
18 pursuant to this Consent Judgment shall be:

19 Leila Bruderer, Esq.  
20 Downey Brand LLP  
21 621 Capitol Mall, 18th Floor  
22 Sacramento, CA 95814  
23 lbruderer@DowneyBrand.com

24 8.1.2. **Notices to Plaintiff.** The persons for CEH to receive notices pursuant to  
25 this Consent Judgment shall be:

26 Mark Todzo, Esq.  
27 Lexington Law Group  
28 503 Divisadero Street  
San Francisco, CA 94117  
mtodzo@lexlawgroup.com

1           8.2. Any Party may modify the person and address to whom the notice is to be sent by  
2 sending the other Parties notice by first class and electronic mail.

3           **9. COURT APPROVAL**

4           9.1. This Consent Judgment shall become effective on the Effective Date, provided  
5 however, that CEH shall prepare and file a Motion for Approval of this Consent Judgment and  
6 Defendant shall support approval of such Motion.

7           9.2. If this Consent Judgment is not entered by the Court, it shall be of no force or  
8 effect and shall not be introduced into evidence or otherwise used in any proceeding for any  
9 purpose.

10          **10. GOVERNING LAW AND CONSTRUCTION**

11          10.1. The terms and obligations arising from this Consent Judgment shall be construed  
12 and enforced in accordance with the laws of the State of California.

13          **11. ENTIRE AGREEMENT**

14          11.1. This Consent Judgment contains the sole and entire agreement and understanding  
15 of CEH and Defendant with respect to the entire subject matter hereof, and any and all prior  
16 discussions, negotiations, commitments, or understandings related thereto, if any, are hereby  
17 merged herein and therein.

18          11.2. There are no warranties, representations, or other agreements between CEH and  
19 Defendant except as expressly set forth herein. No representations, oral or otherwise, express or  
20 implied, other than those specifically referred to in this Consent Judgment have been made by any  
21 Party hereto.

22          11.3. No other agreements not specifically contained or referenced herein, oral or  
23 otherwise, shall be deemed to exist or to bind any of the Parties hereto. Any agreements  
24 specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind  
25 any of the Parties hereto only to the extent that they are expressly incorporated herein.

26          11.4. No supplementation, modification, waiver, or termination of this Consent  
27 Judgment shall be binding unless executed in writing by the Party to be bound thereby.

28

1 11.5. No waiver of any of the provisions of this Consent Judgment shall be deemed or  
2 shall constitute a waiver of any of the other provisions hereof whether or not similar, nor shall  
3 such waiver constitute a continuing waiver.

4 **12. RETENTION OF JURISDICTION**

5 12.1. This Court shall retain jurisdiction of this matter to implement or modify the  
6 Consent Judgment.

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

8 13.1. Each signatory to this Consent Judgment certifies that he or she is fully authorized  
9 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and  
10 execute the Consent Judgment on behalf of the Party represented and to legally bind that Party.

11 **14. NO EFFECT ON OTHER SETTLEMENTS**

12 14.1. Nothing in this Consent Judgment shall preclude CEH from resolving any claim  
13 against another entity on terms that are different from those contained in this Consent Judgment.

14 **15. EXECUTION IN COUNTERPARTS**

15 15.1. The stipulations to this Consent Judgment may be executed in counterparts and by  
16 means of facsimile, which taken together shall be deemed to constitute one document.

17  
18 **IT IS SO STIPULATED:**

19 Dated: 6 March, 2017

**CENTER FOR ENVIRONMENTAL HEALTH**



CHARLES PIZARRO

Printed Name

ASSOCIATE DIRECTOR

Title

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Dated: February 24, 2017 **ORBIT BABY, INC.**



Michael Sanders

Printed Name

CFO/COO

Title

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

Dated: \_\_\_\_\_

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