

1 Josh Voorhees, State Bar No. 241436  
Troy C. Bailey, State Bar No. 277424  
2 THE CHANLER GROUP  
2560 Ninth Street  
3 Parker Plaza, Suite 214  
Berkeley, CA 94710-2565  
4 Telephone: (510) 848-8880  
Facsimile: (510) 848-8118  
5

6 Attorneys for Plaintiff  
ANTHONY E. HELD, PH.D., P.E.  
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF ALAMEDA  
10 UNLIMITED CIVIL JURISDICTION  
11

12 ANTHONY E. HELD, PH.D., P.E., )

13 Plaintiff, )

14 v. )

15 KORRES USA LTD.; *et al.*, )

16 Defendants. )

Case No. RG16825518

**[PROPOSED] CONSENT JUDGMENT**

Action Filed: August 1, 2016

1 WHEREAS Anthony E. Held, Ph.D., P.E. (“Dr. Held”) has issued a Notice and filed a  
2 Complaint against Korres USA Ltd. regarding the presence of benzophenone in Products, as further  
3 described in this Consent Judgment; and

4 WHEREAS the Parties acknowledge that the Notice to Korres USA Ltd. was intended to  
5 cover all of defendant’s Products; and

6 WHEREAS the Parties have discussed the claims accordingly, including the formal and  
7 informal exchange of scientific information regarding and risk assessments of benzophenone  
8 relevant to a wider range of products; and

9 WHEREAS the Parties, therefore, wish to resolve all Proposition 65 claims regarding  
10 benzophenone in Korres USA Ltd.’s and its subsidiaries’ (collectively, “Korres”) Products, they  
11 hereby agree as follows:

12 **1. INTRODUCTION**

13 **1.1 Parties**

14 This consent judgment (“Consent Judgment”) is entered into by and between Dr. Held and  
15 Korres with Dr. Held and Korres collectively referred to as the “Parties” and individually as a  
16 “Party.”

17 **1.2 Anthony E. Held, Ph.D., P.E.**

18 Dr. Held is an individual residing in the State of California who seeks to promote awareness  
19 of exposure to toxic chemicals and to improve human health by reducing or eliminating hazardous  
20 substances contained in consumer and commercial products.

21 **1.3 Korres USA Ltd. and Benzophenone**

22 Korres manufactures, and/or distributes, and/or sells products that are labeled as having a  
23 Sun Protection Factor Value<sup>1</sup> (“SPF Products”), including products that have as their primary  
24 function to serve as sunscreens. One ingredient used in sunscreen to enhance its ability to provide  
25 protection from the sun is octocrylene, an active ingredient approved by the Federal Food & Drug  
26 Administration (“FDA”). Octocrylene can at times contain benzophenone. Benzophenone (CAS #  
27 119-61-9) is a chemical listed under The Safe Drinking Water and Toxic Enforcement Act of 1986,

28 <sup>1</sup> This term as used herein is defined at 21 C.F.R. § 352.3.

1 California Health & Safety Code § 25249.5 *et seq.* (commonly known as “Proposition 65”) as a  
2 chemical “known to the state to cause cancer” as Proposition 65 defines that phrase. 27 Cal. Code  
3 Reg. § 25000.

#### 4 **1.4 Product Description**

5 This Consent Judgment covers and applies to all SPF Products, including but not limited to  
6 sunscreen, that are manufactured and/or distributed for sale in California and/or sold in California  
7 by Korres. All sizes, types, brands, packaging, formulations, delivery forms (e.g., sprays or lotions  
8 applied by hand), intended uses (e.g., “faces,” children’s products, “sport,” “moisturizing,” cosmetic  
9 purposes) are included, but not limited to, *Korres Suncare Yoghurt Nourishing Fluid Veil Face*  
10 *Sunscreen Broad Spectrum SPF 30 (Octocrylene 10%), UPC #5 203069 058783*, manufactured,  
11 distributed or sold by Korres in California (“Products”). This Consent Judgment, and all of its  
12 terms, applies to all Products, including without limitation new products and brands introduced,  
13 developed, or acquired in the future by Korres which would today meet the definition of Products if  
14 they currently were being manufactured or distributed for sale, or being sold, in California. The  
15 term Product, as used hereafter in this Consent Judgment, includes such future products and brands.

#### 16 **1.5 General Allegations**

17 Dr. Held alleges in the Complaint that Korres manufactured, and/or distributed for sale in  
18 California, and/or sold in California, products containing benzophenone without “a clear and  
19 reasonable warning” as Proposition 65 defines that phrase, and continues to do so. Dr. Held asserts  
20 this settlement is necessary to assure compliance with Proposition 65 now and in the future and to  
21 settle Dr. Held’s alleged claims.

#### 22 **1.6 Notice of Violation**

23 On March 23, 2016, Dr. Held served Korres and the requisite public enforcement agencies  
24 with a 60-Day Notice of Violation (“Notice”), alleging that Korres was in violation of Proposition  
25 65 for failing to warn consumers in California that the Products expose users to benzophenone. To  
26 the best of the Parties’ knowledge, no public enforcer has commenced and is diligently prosecuting  
27 the allegations set forth the Notice.

1           **1.7 Complaint**

2           On August, 1, 2016, Dr. Held commenced the instant action, naming Korres as one of the  
3 defendants for the alleged violations of Proposition 65 that are the subject of the Notice.

4           **1.8 No Admission**

5           Korres denies all the material, factual, and legal allegations contained in the Notice and  
6 Complaint. Korres maintains that all of its products have been and are in compliance with all laws,  
7 including the Products. Nothing in this Consent Judgment shall be construed as an admission  
8 against interest by Korres of any fact, finding, conclusion, issue of law, or violation of law, nor shall  
9 compliance with this Consent Judgment constitute or be construed as an admission against interest  
10 by Korres of any fact, finding, conclusion, issue of law, or violation of law. This section shall not,  
11 however, diminish or otherwise affect Korres' obligations, responsibilities, and duties under this  
12 Consent Judgment.

13           **1.9 Consent to Jurisdiction**

14           For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
15 jurisdiction over Korres as to the allegations contained in the Complaint, that venue is proper in the  
16 County of Alameda, and that the Court has jurisdiction to enter and enforce the provisions of this  
17 Consent Judgment pursuant to Proposition 65 and Code of Civil Procedure § 664.6.

18           **1.10 Effective Date**

19           For purposes of this Consent Judgment, the term "Effective Date" shall mean the date that  
20 this Consent Judgment is approved and entered by the Court.

21           **2. INJUNCTIVE RELIEF: REFORMULATION STANDARD**

22           **2.1 Reformulation Standards**

23           (a) Whereas, Korres, based on inquiry for purposes of this Consent Judgment, has not  
24 identified any ingredient in its Products other than octocrylene that is a source of detectable  
25 benzophenone in such Products. Further, based upon inquiry for purposes of this Consent  
26 Judgment, Korres represents that it has investigated and concluded that there are only a few major  
27 suppliers of octocrylene for the domestic market and that time and phasing is needed for the  
28

1 marketplace of octocrylene suppliers to make the adjustments necessary to deliver octocrylene with  
2 benzophenone meeting the Octocrylene Reformulation Standards.

3 (b) As of November 15, 2018, Korres shall only manufacture, or cause to be  
4 manufactured, either Products containing no more than (i) 50 ppm benzophenone; or (ii) 500 ppm  
5 of benzophenone in the ingredient octocrylene used in the finished Products (“Interim  
6 Reformulation Standards”).

7 (c) As of November 15, 2020, Korres shall only manufacture or cause to be  
8 manufactured, either Products containing no more than (i) 35 ppm benzophenone; or (ii) 350 ppm  
9 of benzophenone in the ingredient octocrylene used in the finished Products (“Final Reformulation  
10 Standards”).

11 (d) The dates and reformulations of the Products as listed in Section 2.1 (b) and (c) shall  
12 be referred to collectively as the “Reformulation Standards,” consisting of either the Sections 2.1  
13 (b)(i) and (c)(i) (the “Finished Product Reformulation Standards”) or Sections 2.1 (b)(ii) and (c)(ii)  
14 (the “Octocrylene Reformulation Standards”). Korres may at any time, at its own election, comply  
15 with either, both, or any combination of the applicable Finished Product Reformulation Standard or  
16 the Octocrylene Reformulation Standard with respect to any Product.

17 (e) The Reformulation Standards shall apply to Products which are manufactured by or  
18 on behalf of Korres on or after the applicable Reformulation Standard dates.

## 19 **2.2. Notification**

20 Korres shall provide, no later than thirty (30) days after the Effective Date, written notice  
21 (the “Octocrylene Supplier Letter”) to its current octocrylene supplier or suppliers, informing said  
22 supplier or suppliers of the Octocrylene Reformulation Standard and urging each supplier to use  
23 reasonable efforts to provide expeditiously only octocrylene which complies with the Octocrylene  
24 Reformulation Standard. Korres shall not include statements in the Octocrylene Supplier Letter that  
25 will encourage a supplier to delay compliance with the Octocrylene Reformulation Standard.

## 26 **2.3 Compliance with Reformulation Standards**

27 (a) Korres electing to meet the Finished Product Reformulation Standard may, at its  
28 option, either (i) test the Product pursuant to a scientifically appropriate application of U.S.

1 Environmental Protection Agency testing methodologies 3580A, 8270C, or any other scientifically  
2 appropriate methodology for determining the benzophenone content in a substance of the form of  
3 the specific Product being tested, or (ii) may use the appropriate mathematical calculation based on  
4 octocrylene percentage in the Product and the benzophenone concentration in the lot of octocrylene  
5 used in the finished Product, based either on testing of the octocrylene lot or on a certificate of  
6 analysis documenting benzophenone content from the octocrylene supplier (the “Certificate of  
7 Analysis”) at the option of Korres.

8 (b) Korres electing to meet the Octocrylene Reformulation Standard shall obtain a  
9 Certificate of Analysis or analytical testing report for each lot of octocrylene used in the  
10 manufacture of Products. If, after Korres has advised its octocrylene suppliers to include a  
11 Certificate of Analysis with each lot of delivered octocrylene, an octocrylene supplier fails to  
12 include a Certificate of Analysis, Korres may correct the lapse upon discovery.

13 (c) Korres may, absent grounds to question the accuracy, demonstrate compliance with  
14 either Reformulation Standard by relying in good faith on an octocrylene supplier’s Certificate of  
15 Analysis or comparable verified quantitative benzophenone content information. Such good faith  
16 reliance establishes compliance with the Octocrylene Reformulation Standard. Octocrylene  
17 suppliers shall rely on any scientifically appropriate testing methodology for determining the  
18 benzophenone content of octocrylene.

19 (d) Korres shall retain compliance documentation for three years after delivery of a lot  
20 of octocrylene and compliance documentation shall be made available within 30 days of a written  
21 request by Dr. Held, who may make no more than two such requests annually.

### 22 **3. MONETARY PAYMENTS**

#### 23 **3.1 Civil Penalty**

24 Pursuant to Health and Safety Code section 25249.7(b), Korres shall pay initial civil  
25 penalties and, if applicable, final civil penalties in the amounts identified below. The penalty  
26 payments shall be allocated according to Health and Safety Code section 25249.12(c)(1) and (d),  
27 with 75% of the penalty amount paid to the California Office of Environmental Health Hazard  
28 Assessment (“OEHHA”) and the remaining 25% of the penalty paid to Dr. Held. Dr. Held’s

1 counsel shall be responsible for remitting Korres' penalty payment(s) under this Settlement  
2 Agreement to OEHHA. Each penalty payment shall be made to "Anthony E. Held, Client Trust  
3 Account" and remitted to the address indicated in Section 3.3 below.

4 **3.1.1 Initial Civil Penalty.** Within fourteen (14) business days of the Effective  
5 Date Korres shall issue a check payable to "Anthony E. Held, Client Trust Account" in the amount  
6 of \$3,500.

7 **3.1.2 Final Civil Penalty.** On or before November 15, 2018, Korres shall pay a  
8 final civil penalty (the "Final Civil Penalty") in the amount of \$11,000. However, the Final Civil  
9 Penalty shall be waived in its entirety if Korres certifies that all Products subject to this Consent  
10 Judgment manufactured by or on behalf of Korres on or after October 1, 2018, meets a Final  
11 Reformulation Standard. A responsible official with personal knowledge, after due inquiry, of  
12 Korres that has exercised this election shall provide Dr. Held with a written certification confirming  
13 compliance with the above conditions on or before November 15, 2018.

### 14 **3.2 Reimbursement of Fees and Costs**

15 The Parties acknowledge that Dr. Held and his counsel offered to resolve this dispute  
16 without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving  
17 the issue to be resolved after the material terms of the agreement had been settled. Shortly after the  
18 other settlement terms had been finalized, Korres expressed a desire to resolve Dr. Held's fees and  
19 costs. Korres agrees to pay Dr. Held and his counsel under the private attorney general doctrine  
20 codified at California Code of Civil Procedure section 1021.5, for all work performed through the  
21 mutual execution of this agreement, including without limitation the fees and costs incurred as a  
22 result of investigating, bringing this matter to Korres' attention, negotiating a settlement, and  
23 seeking court approval of the same. Korres agrees to pay \$27,500 in fees and costs within five (5)  
24 business days of the Effective Date in the form of a check made payable to "The Chanler Group."

### 25 **3.3 Payment Procedures**

26 All payments under this Consent Judgment shall be delivered to:  
27  
28

1 The Chanler Group  
2 Attn: Proposition 65 Controller  
3 2560 Ninth Street  
4 Parker Plaza, Suite 214  
5 Berkeley, CA 94710

4 **4. CLAIMS COVERED AND RELEASED**

5 **4.1 Dr. Held's Public Release of Proposition 65 Claims**

6 This Consent Judgment is a full, final and binding resolution of all claims that were or could  
7 have been asserted in the Complaint arising out of Korres' alleged failure to provide Proposition 65  
8 warnings for exposures to benzophenone in its Products. Dr. Held, acting on his own behalf and in  
9 the public interest, releases Korres and its parents, subsidiaries, affiliated entities under (full or  
10 partial) common ownership, manufacturers, suppliers and the directors, officers, employees,  
11 attorneys, and predecessors, successors or assigns of each of them ("Releasees") and each entity to  
12 whom Korres directly or indirectly distributes or sells the Products including, but not limited to, its  
13 downstream distributors, wholesalers, customers, retailers, franchisers, cooperative members,  
14 licensors and licensees, and including any and all subsidiaries, parents, marketplace retailers and/or  
15 affiliates of the foregoing retailers (collectively, the "Distribution Chain Releasees") for violations  
16 arising under Proposition 65 for unwarned exposures to benzophenone from the Products by Korres  
17 prior to the Effective Date. Dr. Held's release of claims applies to all Products which Korres (or its  
18 manufacturer) either manufactured, and/or distributed and/or sold prior to the Effective Date,  
19 regardless of the date any person distributes or sells the subject Products.

20 Upon entry of this Consent Judgment by the Court, going forward, Korres' compliance with  
21 the terms of this Consent Judgment shall be deemed to constitute compliance with Proposition 65  
22 with respect to benzophenone in Korres' prior, current and future Products.

23 **4.2 Dr. Held's Individual Release of Claims**

24 Dr. Held, in his individual capacity only and *not* in his representative capacity, also provides  
25 a release to Korres, Releasees, and Distribution Chain Releasees, which release shall be effective as  
26 a full and final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs,  
27 expenses, attorneys' fees, damages, losses, claims, liabilities and demands of Dr. Held of any  
28



1 nature, character or kind, whether known or unknown, suspected or unsuspected, arising out of  
2 alleged or actual exposures to benzophenone in Korres' Products prior to the Effective Date.

### 3 **4.3 Korres' Release of Dr. Held**

4 Korres, on behalf of itself, its past and current agents, representatives, attorneys, successors  
5 and assignees, hereby waives any and all claims against Dr. Held and his attorneys and other  
6 representatives, for any and all actions taken or statements made by Dr. Held and his attorneys and  
7 other representatives, whether in the course of investigating claims, otherwise seeking to enforce  
8 Proposition 65 against it in this matter, or with respect to the Products up through the Effective  
9 Date.

### 10 **4.4 Release and Dismissal of Retailer Defendant**

11 This Consent Judgment provides a "downstream" release which resolves all claims in the  
12 Complaint for all Products manufactured by, or on behalf of, distributed, or sold by Korres. Any  
13 retailer who has been named in one or more Complaint (a "Retailer Defendant") due to its sale of  
14 one or more such Products shall be dismissed without prejudice unless, prior to the Effective Date  
15 that Retailer Defendant had also received a Notice that identified an exemplar product not  
16 manufactured or supplied by either Korres or an entity that has previously resolved Dr. Held's  
17 claims with a downstream release.

## 18 **5. FORCE MAJEURE**

19 In the event that it is not feasible for Korres to obtain conforming octocrylene necessary so  
20 as to comply with any Reformulation Standard due to an Act of God (including fire, flood,  
21 earthquake, storm, hurricane or other natural disaster) or loss of adequate supplier ability to supply  
22 octocrylene on an uninterrupted basis compliant with the applicable Octocrylene Reformulation  
23 Standard, the provisions of this paragraph will dictate whether the applicable dates for meeting the  
24 Reformulation Standards shall be extended. The criteria for determining whether it is feasible to  
25 obtain conforming octocrylene shall include the following factors: availability and reliability of  
26 supply that meets the applicable Octocrylene Reformulation Standard, cost of such conforming  
27 octocrylene and resulting increase in manufacturers' prices resulting from the use of conforming  
28 octocrylene, performance characteristics of conforming octocrylene and of the resulting Products,

1 including but not limited to formulation, performance, safety, efficacy, consumer acceptance, and  
2 stability.

3 In such an instance, Korres shall provide notice to Plaintiff. Included in the notice shall be  
4 the specific reason or reasons for invoking the Force Majeure clause, along with a reasonable  
5 estimate of the time period during which Korres will be unable to comply with the applicable  
6 Reformulation Standard. During the time invoked by Korres, the Reformulation Standard shall be  
7 revised to 100 ppm for the Finished Product Reformulation Standard and 1,000 ppm for the  
8 Octocrylene Reformulation Standard.

9 If the Parties disagree as to whether Korres has a valid reason to invoke the Force Majeure  
10 clause or disagree as to the length of time necessary for Korres to comply with the Reformulation  
11 Standard, they shall attempt to resolve their differences in good faith. Failing that, they shall  
12 attempt to resolve their differences through one or more sessions a mediator mutually agreed to by  
13 the Parties or, if necessary, as referred by the Court. If the Parties cannot reach resolution via a  
14 meet and confer or the mediation process, an aggrieved Party may move the Court via a noticed  
15 motion on all Parties, with a copy to the Office of the Attorney General, for such additional relief as  
16 that Party deems necessary.

17 **6. COURT APPROVAL**

18 This Consent Judgment is not effective until it is approved and entered by the Court and  
19 shall be null and void if, for any reason, it is not approved and entered by the Court within one year  
20 after it has been fully executed by the Parties, or by such additional time as the Parties may agree in  
21 writing.

22 **7. SEVERABILITY**

23 If, subsequent to the execution of this Consent Judgment, any provision of this Consent  
24 Judgment is held by a court to be void or unenforceable, or any Parties agree to modify any terms  
25 due to input from the Office of the Attorney General or after a hearing before the Court in  
26 connection with Dr. Held's Motion to Approve, or for other good cause, each Party to be bound by  
27 any such modified terms must re-execute the modified Consent Judgment and such modified  
28 Consent Judgment then shall be presented to the Court for approval by Dr. Held; provided,

1 however, that if a provision of this Consent Judgment declared void or unenforceable is material to  
2 the Party for whom such term provided a benefit or protection, that Party can seek other remedies,  
3 including, without limitation, rescission or reformation, based on the provision being declared void  
4 or unenforceable.

5 **8. GOVERNING LAW**

6 The terms of this Consent Judgment shall be governed by the laws of the State of California  
7 and apply within the State of California. In the event that Proposition 65 is repealed or is otherwise  
8 rendered inapplicable by reason of law generally, or as to the Products, including without limitation  
9 the delisting of benzophenone, then Korres may provide written notice to Dr. Held of any asserted  
10 change in the law, and with the exception of Sections 3.1 and 3.2 above, have no further obligations  
11 pursuant to this Consent Judgment, with respect to, and to the extent that, the Products are so  
12 affected. None of the terms of this Consent Judgment shall have any application to Products sold  
13 outside of the State of California.

14 **9. FUTURE FEDERAL REGULATION OF OCTOCRYLENE OR BENZOPHENONE**

15 If FDA adopts new regulations or Congress enacts new laws governing octocrylene and/or  
16 benzophenone content in any Products, then the Parties shall meet and confer regarding the effect of  
17 such changes in the law on the obligations of this Consent Judgment. If necessary to reach  
18 agreement, the Parties may refer any specific issue for consideration by a mediator agreed to by the  
19 Parties or, if necessary, as appointed by the Court. Notwithstanding the foregoing, if FDA  
20 authorizes the percentage of octocrylene to increase above the current limit of 10% in Products,  
21 then this Consent Judgment shall by operation of law be amended to allow benzophenone in  
22 finished Products to rise in proportion to the percentage increase. Korres shall notify Plaintiff of the  
23 date this Section operates to change any Finished Product Reformulation Standard. This notice  
24 obligation shall sunset on June 1, 2023. Even if FDA changes the level of permissible octocrylene  
25 prior to June 1, 2018, the civil penalty provisions of Section 3.1.2 shall apply as written, not to any  
26 standards as modified by this Section 9.

1       **10.    NOTICE**

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

6           To Korres:

7           Alejandro L. Bras, Esq.  
8           Morrison & Foerster LLP  
9           452 Market Street  
            San Francisco, CA 94105-2842

To Anthony E. Held, Ph.D., P.E.:

Proposition 65 Coordinator  
The Chanler Group  
2560 Ninth Street  
Parker Plaza, Suite 214  
Berkeley, CA 94710-2565

10  
11 Any Party, from time to time, may specify in writing to the other Party a change of address to which  
12 all notices and other communications shall be sent.

13       **11.    COUNTERPARTS; FACSIMILE AND PDF SIGNATURES**

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

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

18           Dr. Held agrees to comply with the reporting form requirements referenced in California  
19 Health & Safety Code § 25249.7(f).

20       **13.    ADDITIONAL POST EXECUTION ACTIVITIES**

21           The Parties acknowledge that, pursuant to California Health & Safety Code § 25249.7(f),  
22 Dr. Held is obligated to file a noticed motion to obtain judicial approval of this Consent Judgment.  
23 Korres agrees to urge the Court to approve this Consent Judgment. If any third party objection to  
24 the noticed motion is filed, Dr. Held and Korres agree to work together to the extent appropriate,  
25 and shall appear at any hearing before the Court to urge the Court to approve the Consent Judgment.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**14. MODIFICATION**

This Consent Judgment may only be modified by a written instrument executed by the Party or Parties to be bound thereby, and after approval by the Court upon a noticed motion. Any motion to modify shall be served on all Parties and the Office of the Attorney General.

**15. AUTHORIZATION**

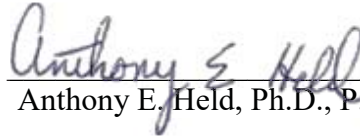
The undersigned are authorized to execute this Consent Judgment on behalf of their respective Parties and have read, understood and agreed to all of the terms and conditions of this Consent Judgment.

AGREED TO:

AGREED TO:

Date: 1/24/2017

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

By:   
Anthony E. Held, Ph.D., P.E.

By: \_\_\_\_\_  
George Korres, CEO  
Korres USA Ltd.

1 **14. MODIFICATION**

2 This Consent Judgment may only be modified by a written instrument executed by the Party  
3 or Parties to be bound thereby, and after approval by the Court upon a noticed motion. Any motion  
4 to modify shall be served on all Parties and the Office of the Attorney General.

5 **15. AUTHORIZATION**

6 The undersigned are authorized to execute this Consent Judgment on behalf of their  
7 respective Parties and have read, understood and agreed to all of the terms and conditions of this  
8 Consent Judgment.

9 AGREED TO:

AGREED TO:

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

Date: January 30, 2017

11 By: \_\_\_\_\_  
12 Anthony E. Held, Ph.D., P.E.

13 By: \_\_\_\_\_  
14   
15 George Korres, CEO  
16 Korres USA Ltd.