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8 **Attorneys for Plaintiff**

9 *Center for Advanced Public Awareness, Inc. ("CAPA")*

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF ALAMEDA

12 UNLIMITED JURISDICTION

13 **CENTER FOR ADVANCED PUBLIC  
14 AWARENESS, INC.,**

15 Plaintiff,

16 v.

17 **JVCKENWOOD USA  
18 CORPORATION,**

19 Defendant.

20 CASE NO.: RG18922356,

21 **[STIPULATED] CONSENT JUDGMENT**

22 **1. INTRODUCTION**

23 **1.1** This Consent Judgment is entered into by and between Center for Advanced  
24 Public Awareness ("CAPA") and JVCKenwood USA Corporation ("JVCKenwood"). CAPA  
25 and JVCKenwood are hereinafter referred to individually as a "Party" or collectively as the  
26 "Parties."

27 **1.2** This matter arises out of the Notice of Violation of California Health & Safety  
28 Code section 25249.5, *et seq.* (also known as "Proposition 65") that CAPA served on  
JVCKenwood and prosecutors on March 9, 2018 (the "Notice") with regard to the following  
product identified below.

1           **1.3**     On September 26, 2018, CAPA filed a Complaint for Civil Penalties and  
2 Injunctive Relief (“Complaint”) in Alameda County Superior Court, Case No. RG18922356,  
3 against JVCKenwood. In this action, CAPA alleges that a certain product manufactured,  
4 distributed, or sold by JVCKenwood contains Di-isononyl phthalate (“DINP”), a chemical listed  
5 under Proposition 65 as a carcinogen, and exposes consumers to this chemical at a level  
6 requiring a Proposition 65 warning. This product (referred to hereinafter as the “Covered  
7 Product”) includes all forms of packaging and labeling of:

- 8                   (1)     JVC Lightweight On-Ear Headphones  
9                             Approximate Dimension: 2.2 X 6.7 X 8.1 inches  
10                            North American Models

11           **1.4**     CAPA is a 501(c)(3) California non-profit corporation dedicated to, among  
12 other causes, helping safeguard the public from health hazards by reducing the use and misuse  
13 of hazardous and toxic chemicals, facilitating a safe environment for consumers and  
14 employees, and encouraging corporate responsibility.

15           **1.5**     For purposes of this Consent Judgment, JVCKenwood represents that it has  
16 employed ten or more persons at times relevant to this action and qualifies as a “person in the  
17 course of doing business” within the meaning of Proposition 65. JVCKenwood has either  
18 manufactured, and/or distributed, and/or sold the Covered Product at times relevant to this action.

19           **1.6**     CAPA’s Notice alleges that use of the Covered Product exposes persons in  
20 California to DINP without first providing clear and reasonable warnings in violation of  
21 California Health and Safety Code section 25249.6. JVCKenwood denies all material  
22 allegations contained in the Notice.

23           **1.7**     The Parties have entered into this Consent Judgment in order to settle,  
24 compromise, and resolve disputed claims and thus avoid prolonged and costly litigation. Nothing  
25 in this Consent Judgment, nor in compliance with this Consent Judgment, shall constitute or be  
26 construed as an admission against interest by any of the Parties or by any of their respective  
27 officers, directors, shareholders, employees, agents, parent companies and subsidiaries thereof,  
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1 subsidiaries, or divisions of any fact, issue of law, or violation of law. By execution of this  
2 Consent Judgment, JVCKenwood does not admit any facts or conclusions of law, including but  
3 not limited to, any facts or conclusions of law suggesting or demonstrating any violation of  
4 Proposition 65 or any other statutory, common law, or equitable requirements related to any  
5 prohibited substances including but not limited to DINP in Covered Product, and specifically  
6 denies that it has committed any such violation. Nothing in this Consent Judgment shall be  
7 construed as an admission by JVCKenwood of any fact, issue of law, or violation of law, nor  
8 shall compliance with the Consent Judgment constitute or be construed as an admission by  
9 JVCKenwood of any fact, issue of law, or violation of law.

10 **1.8** Except as expressly set forth herein, nothing in this Consent Judgment shall  
11 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any  
12 current or future legal proceeding unrelated to these proceedings.

13 **1.9** The “Effective Date” of this Consent Judgment is the date on which the Court  
14 enters judgment in this matter.

## 15 **2. JURISDICTION AND VENUE**

16 For purposes of this Consent Judgment and any further court action that may become  
17 necessary to enforce this Consent Judgment, the Parties stipulate that this Court has subject matter  
18 jurisdiction over the allegations of violations contained in the Notice, personal jurisdiction over  
19 CAPA and JVCKenwood, that venue is proper, and that this Court has jurisdiction to enter this  
20 Consent Judgment as a full and final resolution of all claims up through and including the  
21 Effective Date which were or could have been asserted in this action based on the facts alleged in  
22 the Notice.

## 23 **3. INJUNCTIVE RELIEF, TESTING AND WARNINGS**

24 **3.1** Beginning on the Effective Date, JVCKenwood shall be permanently enjoined  
25 from manufacturing for sale in the State of California, “Distributing into the State of  
26 California” or directly selling in the State of California any Covered Product which exposes a  
27 person to more than 146 micrograms of DINP per day, unless it meets the warning  
28

1 requirements under Section 3.2.

2           **3.1.1** As used in this Consent Judgment, the term “Distributing into the State of  
3 California” shall mean to directly ship a Covered Product into California for sale in California or  
4 to sell a Covered Product to a distributor that JVCKenwood knows will sell the Covered Product  
5 in California.

6           **3.2 Clear and Reasonable Warnings**

7           If JVCKenwood is required to provide a warning for any Covered Product distributed into  
8 the State of California or sold directly in the State of California, that contains DINP and constitutes  
9 a consumer product exposure to this chemical at a level requiring a Proposition 65 warning,  
10 warnings substantially identical to the following must be utilized (“Warning”):

11           **⚠ WARNING: This product can expose you to chemicals including Di-isononyl  
12 phthalate (“DINP”), which is known to the State of California to cause cancer. For  
13 more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov); or, in the alternative:**

14           **⚠ WARNING: Cancer - [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).**

15           The Warning shall be securely affixed to or printed upon the container or label of each  
16 Covered Product. If the Warning is provided on the label, it must be set off from other  
17 surrounding information and enclosed in a box. The Warning on the label shall be at least the  
18 same size as other warnings on the Covered Product label so long as it remains clearly visible  
19 and readable to the consumer. In addition, for any Covered Product sold over the internet by or  
20 through JVCKenwood’s own website, the Warning shall either (a) appear on the product display  
21 page on which the Covered Product is identified (but may not be provided via a hyperlink on that  
22 product display page) or (b) appear to the purchaser, not via a hyperlink, during the checkout  
23 process and prior to completion thereof when a California delivery address is indicated for the  
24 purchase of any Covered Product. An asterisk or other method of identifying the existence of the  
25 Warning must be utilized so the purchaser may readily identify the specific Covered Product  
26 subject to the Warning.

27           For Covered Products sold over the internet by or through JVCKenwood’s own website,  
28

1 the Warning shall be at least the same size as other health or safety warnings also appearing on the  
2 product display page on JVCKenwood’s website. For all Warnings, the word “**WARNING**” shall  
3 be in all capital letters and in bold print. Statements supplemental to the Warning which are  
4 immediately proximate thereto are allowed only to the extent they identify the source of the  
5 exposure or provide information on how consumers of the Covered Product may avoid or reduce  
6 exposure to the identified chemical or chemicals. Except as set forth in the immediately preceding  
7 sentence, no statements shall appear adjacent to the Warning and, specifically, no statements  
8 adjacent to the Warning may state that the source of the listed chemical renders the listed chemical  
9 non-harmful or healthful.

10 JVCKenwood must display the Warning with such conspicuousness, as compared with  
11 other words, statements, or designs on the label or container, or on its website, if applicable, so as  
12 to render the Warning likely to be read and understood by an ordinary individual under customary  
13 conditions of purchase or use of the Covered Product.

#### 14 **4. SETTLEMENT PAYMENT**

15 **4.1** In full satisfaction of all potential civil penalties, additional settlement payments,  
16 attorney’s fees, and costs, JVCKenwood shall make a total payment of \$48,000.00 (“Total  
17 Settlement Amount”) to CAPA within ten (10) business days of the Effective Date (“Due  
18 Date”). JVCKenwood shall make this payment by wire transfer to Aqua Terra Aeris Law  
19 Group’s (“ATA”) client trust account, for which ATA will give JVCKenwood the necessary  
20 account information and taxpayer information at least ten (10) business days prior to the  
21 Effective Date. The Total Settlement Amount shall be apportioned as follows:

22 **4.2** \$10,000 shall be considered a civil penalty pursuant to California Health and  
23 Safety Code section 25249.7, subdivision (b)(1). CAPA shall remit 75% (\$7,500) of the civil  
24 penalty to the Office of Environmental Health Hazard Assessment (“OEHHA”) for deposit in  
25 the Safe Drinking Water and Toxic Enforcement Fund in accordance with California Health  
26 and Safety Code section 25249.12, subdivision (c). CAPA will retain the remaining 25%  
27 (\$2,500) of the civil penalty.

1           **4.3**     \$5,528 shall be distributed to CAPA as reimbursement to CAPA for reasonable  
2 costs incurred in bringing this action.

3           **4.4**     \$7,472 shall be distributed to CAPA as an Additional Settlement Payment  
4 (“ASP”), pursuant to California Code of Regulations, title 11, sections 3203, subdivision (d) and  
5 3204. CAPA will utilize the ASP for activities that address the same public harm as allegedly  
6 caused by JVCKenwood in this matter. These activities are detailed below and support CAPA’s  
7 overarching goal of reducing use, misuse, and exposure to hazardous and toxic chemicals,  
8 including DINP and other phthalates, fostering and increasing the public awareness of chemicals  
9 inherent in consumer products, facilitating a safe environment for consumers and employees, and  
10 encouraging corporate responsibility. CAPA’s activities have had, and will continue to have, a  
11 direct and primary effect within the State of California because California consumers will be  
12 benefitted by the reduction of exposure to Proposition 65-listed phthalates and increase informed  
13 choices made by patients and consumers before exposure by providing clear and reasonable  
14 warnings to California consumers prior to exposure resulting from purchase of the products.  
15 CAPA hereby provides the following list of activities CAPA engages in to protect California  
16 consumers through Proposition 65 citizen enforcement, along with a breakdown of how ASP  
17 funds will be utilized to facilitate those activities: (1) ENFORCEMENT (70%-80%):  
18 investigating, obtaining, shipping, analyzing, and/or testing products that may contain  
19 carcinogenic chemicals, e.g. phthalates, and are sold to and expose California consumers to  
20 chemicals listed under Proposition 65; continued monitoring and enforcement of past consent  
21 judgments and settlements to ensure companies are in compliance with their obligations  
22 thereunder, with a specific focus on those judgments and settlements concerning chemicals of  
23 concern, e.g. phthalates, (which necessarily includes additional work, investigating, purchasing,  
24 processing, analyzing and/or testing consumer products; litigating matters that result in  
25 settlements, judgments, defaults, bankruptcies, or dismissals); (2) PUBLIC OUTREACH (5%-  
26 10%): public outreach through CAPA’s continuing advocacy in regulatory proceedings and  
27 rulemakings related to sales and use of phthalate-related chemicals listed under Proposition 65 in  
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1 California to ensure the public receives information about carcinogens contained in consumer  
2 products containing phthalates; and public service announcements about the risks associated with  
3 exposure to phthalates; (3) SPECIAL PROJECTS (up to 5%): projects involving expert, non-  
4 legal opinions not specific to any one consumer product case that are necessary to the continued  
5 private enforcement of Proposition 65 concerning exposure to listed chemicals; assessing  
6 exposure scenarios and types of products associated with listed phthalates; and/or (4) PRODUCT  
7 DATABASE (up to 5%): maintaining a database with all products sold to California consumers  
8 that CAPA has obtained which could cause an exposure to listed chemicals causing carcinogenic  
9 or reproductive harms associated with phthalates. CAPA will maintain adequate records to  
10 document that the funds paid as an ASP are spent on the activities described herein.

11 **4.5** CAPA shall be fully accountable in that it will maintain adequate records to  
12 document and will be able to demonstrate how the ASP funds will be spent and can assure that  
13 the funds are being spent only for the proper, designated purposes described in this Consent  
14 Judgment. CAPA shall provide the Attorney General, within thirty (30) days of any request,  
15 copies of documentation demonstrating how such funds have been spent.

16 **4.6** \$25,000 shall be distributed to Aqua Terra Aeris Law Group as reimbursement  
17 of CAPA's attorney's fees. Except as explicitly provided herein, each Party shall bear its own  
18 fees and costs.

19 **4.7** JVCKenwood shall issue separate 1099 forms for each of its payments under  
20 this Consent Judgment to the persons identified below:

21 (a) "Center for Advanced Public Awareness, Inc.," whose address and tax  
22 identification number shall be furnished after this Consent Judgment has been  
23 fully executed by the Parties.

24 (b) "Aqua Terra Aeris Law Group," for attorneys' fees pursuant to Section 4.6.

25 **4.8** In the event that JVCKenwood fails to remit the Total Settlement Amount owed  
26 under Section 4 of this Consent Judgment on or before the Due Date, subject to a two (2)  
27 business day grace period during which CAPA may provide notice it has not received payment,  
28

1 CAPA shall be deemed to be in material breach of its obligations under this Consent Judgment.  
2 CAPA shall provide written notice of the delinquency to JVCKenwood via electronic mail. If  
3 JVCKenwood fails to deliver the Total Settlement Amount within five (5) days from the  
4 written notice, the Total Settlement Amount shall accrue interest at the statutory judgment  
5 interest rate provided in the California Code of Civil Procedure section 685.010. Additionally,  
6 JVCKenwood agrees to pay CAPA's reasonable attorney's fees and costs for any efforts to  
7 collect the payment due under this Consent Judgment.

## 8 **5. MODIFICATION OF CONSENT JUDGMENT**

9 **5.1** This Consent Judgment may be modified (except as to the monetary terms)  
10 only (i) by written stipulation of the Parties and upon entry by the Court of a modified consent  
11 judgment or (ii) by motion of either Party pursuant to Section 5.3 or 5.4 and upon entry by the  
12 Court of a modified consent judgment.

13 **5.2** If any Party seeks to modify this Consent Judgment under Section 5.1, then that  
14 Party must provide written notice to the other Party of its intent ("Notice of Intent"). The  
15 Parties shall meet and confer in good faith regarding the proposed modification in the Notice of  
16 Intent within thirty (30) days of receiving the Notice of Intent. Within thirty (30) days of such  
17 meeting, if there remains a dispute as to the proposed modification, the Party disputing the  
18 modification shall provide to the other Party a written basis for its position. The Parties shall  
19 continue to meet and confer for an additional thirty (30) days in an effort to resolve any  
20 remaining disputes. Should it become necessary, the Parties may agree in writing to different  
21 deadlines for the meet-and-confer period.

22 **5.3** In the event that JVCKenwood initiates or otherwise requests a modification  
23 under Section 5.1, and the meet and confer process leads to a joint motion or unopposed motion  
24 or application for a modification of the Consent Judgment, JVCKenwood shall reimburse  
25 CAPA its costs and reasonable attorney's fees for the time spent in the meet-and-confer process  
26 and filing and arguing the motion or application. CAPA shall not be reimbursed for costs or  
27 attorney's fees for an uncontested motion, or for a ministerial motion (such as a change in name  
28



1 or contact information) or if CAPA does not expend more than two (2) hours of attorney time  
2 on the joint motion.

3 **5.4** Where the meet-and-confer process does not lead to an uncontested motion or to a  
4 joint motion or application in support of a modification of the Consent Judgment, then either  
5 Party may seek judicial relief on its own.

6 **6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT**  
7 **JUDGMENT**

8 **6.1** Pursuant to California Code of Civil Procedure section 664.6, this Court shall  
9 retain jurisdiction of this matter to enforce, modify, or terminate this Consent Judgment. This  
10 Consent Judgment may be enforced solely by the Parties hereto, including their respective  
11 successors or assigns, provided each Party identifies any such successor or assign in writing to  
12 the other Party.

13 **6.2** If CAPA alleges that any Covered Product failed or fails to bear a Warning with  
14 respect to DINP and was manufactured for sale in the State of California, “Distributed into the  
15 State of California,” or directly sold in the State of California in violation of this Consent  
16 Judgment, then CAPA shall inform JVCKenwood in a reasonably prompt manner of its test  
17 results, including information sufficient to permit JVCKenwood to identify the Covered  
18 Product at issue, and of CAPA’s DINP exposure assessment, as applicable. JVCKenwood shall,  
19 within thirty (30) days following such notice, provide CAPA with testing information, from an  
20 independent third-party laboratory and other relevant information it may wish to present to  
21 CAPA, if any, demonstrating JVCKenwood’s compliance with the Consent Judgment, if  
22 warranted. The Parties shall first attempt to resolve the matter prior to CAPA taking any further  
23 legal action.

24 **7. APPLICATION OF CONSENT JUDGMENT**

25 This Consent Judgment applies to, and is binding upon, and benefits CAPA, acting on its  
26 own behalf and in the public interest, and JVCKenwood and its respective officers, directors,  
27 shareholders, employees, agents, parent companies and subsidiaries thereof, subsidiaries, partners,  
28

1 affiliates, downstream distributors, wholesalers, customers, retailers, and any other person or entity  
2 to whom they directly or indirectly distribute or sell the Covered Product. . This Consent Judgment  
3 shall have no application to any Covered Product which is distributed or sold exclusively outside  
4 the State of California and which is not used by California consumers.

5 **8. BINDING EFFECT, CLAIMS COVERED AND RELEASED**

6 **8.1** This Consent Judgment is a full, final, and binding resolution between CAPA, in  
7 the public interest, and JVCKenwood and its respective officers, directors, shareholders,  
8 employees, agents, parent companies and subsidiaries thereof, subsidiaries, partners, affiliates,  
9 downstream distributors, wholesalers, customers, retailers, and any other person or entity to  
10 whom they directly or indirectly distribute or sell the Covered Product (collectively, “Released  
11 Parties”). CAPA, in the public interest, hereby fully releases and discharges the Released  
12 Parties from any and all claims, actions, causes of action, suits, demands, liabilities, damages,  
13 penalties, fees, costs, and expenses asserted, or that could have been asserted, from the  
14 handling or use of the Covered Product manufactured on or prior to the Effective Date, as to  
15 any alleged violation of Proposition 65 or its implementing regulations arising from the failure  
16 to provide Proposition 65 warnings on the Covered Product regarding DINP up to and  
17 including the Effective Date.

18 **8.2** CAPA on its own behalf, and on behalf of its past and current agents,  
19 representatives, attorneys, successors, and/or assignees, and JVCKenwood on its own behalf  
20 only, further waive and release any and all claims they may have against each other or their  
21 attorneys for all actions or statements made or undertaken in the course of seeking or opposing  
22 enforcement of Proposition 65 in connection with the Notice up through and including the  
23 Effective Date, provided, however, that nothing in Section 8 shall affect or limit any Party’s  
24 right to seek to enforce the terms of this Consent Judgment.

25 **8.3** It is possible that other claims not known to the Parties, arising out of the facts  
26 alleged in the Notice, and relating to the Covered Product, will develop or be discovered.  
27 CAPA on behalf of itself only, and JVCKenwood on behalf of itself only, acknowledge that  
28

1 this Consent Judgment is expressly intended to cover and include all such claims up through  
2 and including the Effective Date, including all rights of action therefore. CAPA and  
3 JVCKenwood acknowledge that the claims released in Sections 8.1 and 8.2 above may include  
4 unknown claims, and nevertheless waive California Civil Code section 1542 as to any such  
5 unknown claims. California Civil Code section 1542 reads as follows:

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

11 CAPA on behalf of itself only, and JVCKenwood on behalf of itself only, acknowledge and  
12 understand the significance and consequences of this specific waiver of California Civil Code  
13 section 1542.

14 **8.4** Compliance with the terms of this Consent Judgment by JVCKenwood shall be  
15 deemed to constitute compliance with Proposition 65 by any Released Party regarding alleged  
16 exposures to DINP in the Covered Product as set forth in the Notice and after the Effective  
17 Date.

18 **8.5** Nothing in this Consent Judgment is intended to apply to any occupational or  
19 environmental exposures arising under Proposition 65.

## 20 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

21 In the event that any of the provisions of this Consent Judgment are held by a court to be  
22 unenforceable, the validity of the remaining enforceable provisions shall not be adversely affected.

## 23 **10. GOVERNING LAW**

24 The terms and conditions of this Consent Judgment shall be governed by and construed in  
25 accordance with the laws of the State of California.

## 26 **11. PROVISION OF NOTICE**

27 All notices required to be given to either Party to this Consent Judgment by the other shall  
28

1 be in writing and sent to the following agents listed below via first-class mail. Courtesy copies via  
2 email may also be sent.

3 **FOR CENTER FOR ADVANCED PUBLIC AWARENESS, INC.:**

4 Executive Director  
5 180 Promenade Circle  
6 Sacramento, CA 95834  
7 Tel: (540) 907-2520  
8 E-mail: linda@capasafe.com

9 With a copy to:

10 Matthew C. Maclear  
11 Amanda M. Prasuhn  
12 AQUA TERRA AERIS LAW GROUP  
13 490 43rd Street, Suite 108  
14 Oakland, CA 94609  
15 Tel: (415) 568-5200  
16 E-mail: mcm@atalawgroup.com.

17 **FOR JVCKENWOOD:**

18 Theresa L. Charrkas  
19 Senior Paralegal | Legal Department  
20 JVCKENWOOD USA Corporation  
21 500 Valley Road, Suite 203  
22 Wayne, NJ 07470  
23 Tel: (973) 317-5209  
24 Email: tcharrkas@us.jvckenwood.com

25 With a copy to:

26 Timothy J. Daley  
27 MUSICK PEELER  
28 225 Broadway, Suite 1900  
San Diego, CA 92101  
Tel: (619) 525-2522  
E-mail: t.daley@musickpeeler.com

**12. COURT APPROVAL**

12.1 Upon execution of this Consent Judgment by the Parties, CAPA shall notice a  
Motion for Court Approval. JVCKenwood shall not object to judicial approval of the Consent  
Judgment in the form it was executed and, upon request of CAPA, shall file a Statement of

1 Non-Opposition to these Consent Judgment terms.

2           **12.2** If the California Attorney General objects to any term in this Consent Judgment,  
3 the Parties shall meet and confer with the Attorney General, or with each other, as applicable,  
4 to attempt in good faith to resolve the concern in a timely manner, and, if possible, prior to the  
5 hearing on the Motion for Court Approval.

6           **12.3** If this Stipulated Consent Judgment is not approved by the Court in the form it  
7 was executed within one (1) year of execution by all Parties, it shall be void and have no force  
8 or effect.

9 **13. EXECUTION AND COUNTERPARTS**

10 This Consent Judgment may be executed in counterparts, which taken together shall be  
11 deemed to constitute one document. A facsimile or Portable Document Format (PDF) signature  
12 shall be construed to be as valid as the original signature.

13 **14. DRAFTING**

14 The terms of this Consent Judgment have been reviewed by the respective counsel for each  
15 Party prior to its signing, and each Party has had an opportunity to fully discuss the terms and  
16 conditions with its legal counsel. The Parties agree that, in any subsequent interpretation and  
17 construction of this Consent Judgment, no inference, assumption, or presumption shall be drawn,  
18 and no provision of this Consent Judgment shall be construed against any Party, based on the fact  
19 that one of the Parties and/or one of the Parties' legal counsel prepared and/or drafted all or any  
20 portion of the Consent Judgment. It is conclusively presumed that all of the Parties participated  
21 equally in the preparation and drafting of this Consent Judgment.

22 **15. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

23 If a dispute arises with respect to either Party's compliance with the terms of this Consent  
24 Judgment entered by the Court, the Parties shall meet and confer in person, by telephone, and/or in  
25 writing and endeavor to resolve the dispute in an amicable manner. No action or motion may be  
26 filed in the absence of such a good faith attempt to resolve the dispute beforehand.

1 **16. ENFORCEMENT**

2 This Consent Judgment may be enforced exclusively by the Parties hereto. CAPA may,  
3 by motion or order to show cause, enforce the terms and conditions contained in this Consent  
4 Judgment. In any action brought by CAPA to enforce this Consent Judgment, CAPA may seek  
5 whatever fines, costs, penalties, or remedies as are provided by law for failure to comply with the  
6 Consent Judgment.

7 **17. ENTIRE AGREEMENT, AUTHORIZATION**

8 **17.1** This Consent Judgment contains the sole and entire agreement and  
9 understanding of the Parties with respect to the entire subject matter herein, and any and all  
10 prior discussions, negotiations, commitments, and understandings related hereto. No  
11 representations, oral or otherwise, express or implied, other than those contained herein have  
12 been made by any Party. No other agreements, oral or otherwise, unless specifically referred to  
13 herein, shall be deemed to exist or to bind any Party.

14 **17.2** Each signatory to this Consent Judgment certifies that he or she is fully  
15 authorized by the Party he or she represents to stipulate to this Consent Judgment.

16 **18. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF**  
17 **CONSENT JUDGMENT**

18 This Consent Judgment has come before the Court upon the request of the CAPA. CAPA  
19 requests the Court to fully review this Consent Judgment and, being fully informed regarding the  
20 matters which are the subject of this action, to:

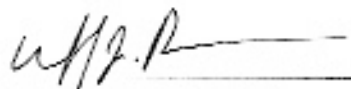
21 (1) Find that the terms and provisions of this Consent Judgment represent a fair and  
22 equitable settlement of all matters raised by the allegations of the Notice that the matter has been  
23 diligently prosecuted, and that the public interest is served by such settlement; and

24 (2) Make the findings pursuant to California Health and Safety Code section  
25 25249.7(f)(4), approve the Settlement, and approve this Consent Judgment.

1 **IT IS SO STIPULATED:**

2 Dated: 11/8, 2018

CENTER FOR ADVANCED PUBLIC  
AWARENESS

4   
5 \_\_\_\_\_  
6 By: Clifford Brechner  
7 Title: Executive Director

8 Dated: \_\_\_\_\_, 2018


JVCKENWOOD USA CORPORATION

9 \_\_\_\_\_  
10 By: Toru Kawauchi  
11 Title: President

12 **APPROVED AS TO FORM:**

13 Dated: November 15, 2018

AQUA TERRA AERIS LAW GROUP

14   
15 \_\_\_\_\_  
16 By: Matthew C. Maclear  
17 Amanda Prasuhn  
18 Attorneys for Center for Advanced Public  
19 Awareness

20 Dated: \_\_\_\_\_, 2018

MUSICK PEELER

21 \_\_\_\_\_  
22 By: Timothy Daley  
23 Attorneys for JVCKenwood

1 **IT IS SO STIPULATED:**


2 Dated: \_\_\_\_\_, 2018

CENTER FOR ADVANCED PUBLIC  
AWARENESS

3  
4  
5 \_\_\_\_\_  
6 By: Clifford Brechner  
Title: Executive Director

7 Dated: November 7, 2018

JVCKENWOOD USA CORPORATION

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10 \_\_\_\_\_  
11 By: Toru Kawauchi  
Title: President

11 **APPROVED AS TO FORM:**

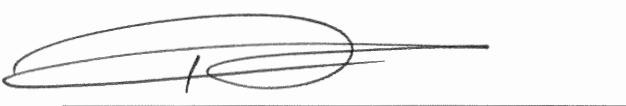
12 Dated: \_\_\_\_\_, 2018

AQUA TERRA AERIS LAW GROUP

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15 \_\_\_\_\_  
16 By: Matthew C. Maclear  
Amanda Prasuhn  
Attorneys for Center for Advanced Public  
Awareness

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18 Dated: 11/15/, 2018

MUSICK PEELER

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21 By: Timothy Daley  
Attorneys for JVCKenwood



**ORDER AND JUDGMENT**

Based upon the Parties' Stipulation, and good cause appearing, this Consent Judgment is approved and Judgment is hereby entered according to its terms.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: \_\_\_\_\_, 2018 \_\_\_\_\_

Judge of the Superior Court