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8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF ALAMEDA

11 EMA BELL,

12 Plaintiff,

13 v.

14 CENTRAL PURCHASING, LLC; HARBOR
15 FREIGHT TOOLS USA, INC.,

16 Defendants.

Case No.: 22CV014862

CONSENT JUDGMENT

Judge: Dennis Hayashi

Dept.: 518

Hearing Date: April 5, 2023

Hearing Time: 2:30 PM

Reservation ID: 649900330191

1 **1. INTRODUCTION**

2 1.1 **The Parties.** This Consent Judgment is entered into by and between Ema Bell
3 (“Bell”) and Gabriel Espinoza (“Espinoza”) (collectively, “Plaintiffs”) each acting on behalf of the
4 public interest, and Central Purchasing, LLC and Harbor Freight Tools USA, Inc. (collectively,
5 “Harbor Freight” or “Defendant”) with Plaintiffs and Defendant collectively referred to as the
6 “Parties” and each of them as a “Party.” Plaintiffs allege that Harbor Freight is a person in the
7 course of doing business for purposes of Proposition 65, Cal. Health & Safety Code §§ 25249.6 et
8 seq.

9 1.2 **Allegations and Representations.** Plaintiffs allege that Defendant has exposed
10 individuals to bisphenol A (BPA), di(2-ethylhexyl) phthalate (DEHP), and/or diisononyl phthalate
11 (DINP) (collectively, the “Listed Chemicals”) from its sales of (a) Apache Clear Cases, including
12 but not limited to SKU# 56378, UPC# 792363563789 (BPA) (hereinafter, “Apache Cases”), (b)
13 Greenwood Long Reach Ratcheting Bypass Loppers, including but not limited to SKU# 62681,
14 UPC# 792363626811 (DEHP) (hereinafter, “Bypass Loppers”), (c) Thunderbolt Magnum 12 Volt
15 Battery to Lighter Socket Extension Cords, including but not limited to SKU# 66407,
16 UPC# 792363664073 (DEHP) (hereinafter, “Extension Cords”), (d) Pittsburgh Hand Seamers,
17 including but not limited to SKU#, 66654 UPC# 092363666542 (DEHP) (hereinafter, “Hand
18 Seamers”), and (e) Pittsburgh Fender Cover Work Mats, including but not limited to SKU# 96177,
19 UPC# 792363961776 (DINP) (hereinafter, “Work Mats”) without providing a clear and reasonable
20 exposure warning pursuant to Proposition 65. DEHP is listed under Proposition 65 as a chemical
21 known to the State of California to cause cancer and reproductive toxicity. BPA is listed under
22 Proposition 65 as a chemical known to the State of California to cause reproductive toxicity. DINP
23 is listed under Proposition 65 as a chemical known to the State of California to cause cancer.

24 1.3 **Notices of Violation/Complaint.**

25 1.3.1 On or about June 24, 2021, and June 25, 2021, Espinoza gave notice of
26 alleged violations of Health and Safety Code § 25249.6 (collectively, the “Espinoza Notices”),
27 alleging that Defendant violated Proposition 65 for failing to warn consumers and customers that
28 use of the Hand Seamers, Bypass Loppers, and Extension Cords exposes users in California to

1 DEHP. No public enforcer has brought an action or is diligently prosecuting the claims alleged in
2 the Espinoza Notices.

3 1.3.2 On or about January 27, 2022, and March 2, 2022, Bell gave notice of alleged
4 violations of Health and Safety Code § 25249.6 (collectively, the “Bell Notices”), alleging that
5 Defendant violated Proposition 65 for failing to warn consumers and customers that use of the
6 Apache Cases (BPA) and Work Mats (DINP) exposes users in California to BPA and/or DINP. No
7 public enforcer has brought an action or is diligently prosecuting the claims alleged in the Bell
8 Notices.

9 1.3.3 The Espinoza Notices and the Bell Notices are collectively referred to herein
10 as, the “Notices.”

11 1.3.4 On July 22, 2022, Bell filed a complaint (the “Complaint”) setting forth
12 alleged violations of Proposition 65 for the Apache Cases as alleged in the January 27, 2022, Notice
13 of Violation.

14 1.3.5 On October 25, 2022, Bell filed a first amended complaint (the “FAC”)
15 setting forth alleged violations of Proposition 65 as alleged in the Bell Notices. The FAC also adds
16 Espinoza as a plaintiff and sets forth alleged violations of Proposition 65 as alleged in the Espinoza
17 Notices.

18 1.3.6 The Complaint and FAC are collectively referred to herein as, the “Action.”

19 1.4 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
20 jurisdiction over Defendant as to the allegations contained in the Action, that venue is proper in the
21 County of Alameda, and that this Court has jurisdiction to approve, enter, and oversee the
22 enforcement of this Consent Judgment as a full and final binding resolution of all claims which
23 were or could have been raised in the Action based on the facts alleged therein and/or in the Notices.

24 1.5 Defendant denies all material allegations contained in the Notices and the Action
25 and maintains that it has not violated Proposition 65. Nothing in this Consent Judgment shall be
26 construed as an admission by Defendant of any fact, finding, issue of law, or violation of law; nor
27 shall compliance with this Consent Judgment constitute or be construed as an admission by
28 Defendant of any fact, finding, conclusion, issue of law, or violation of law, such being specifically

1 denied by Defendant. However, this Section shall not diminish or otherwise affect the obligations,
2 responsibilities, and duties of Defendant pursuant to this Consent Judgment.

3 **2. DEFINITIONS**

4 2.1 **Covered Products.** The term “Covered Products” means (a) Apache Cases, (b)
5 Bypass Loppers, (c) Extension Cords, (d) Hand Seamers, and (e) Work Mats that are distributed
6 and/or offered for sale in California by Harbor Freight.

7 2.2 **Effective Date.** The term “Effective Date” means the date this Consent Judgment is
8 entered as a Judgment of the Court.


9 **3. INJUNCTIVE RELIEF: WARNINGS**

10 3.1 **Reformulation of Covered Products that Expose Users to Phthalates.** No later
11 than ninety (90) days after the Effective Date, and continuing thereafter, Covered Products that
12 Harbor Freight directly imports, distributes, sells, or offers for sale in California shall either: (a) be
13 Reformulated Products pursuant to § 3.2, below; or (b) be labeled with a clear and reasonable
14 exposure warning pursuant to §§ 3.3 and 3.4, below. For purposes of this Consent Judgment, a
15 “Reformulated Product” is a Covered Product that is in compliance with the standard set forth in §
16 3.2 below. The warning requirement set forth in §§ 3.3 and 3.4 shall not apply to any Reformulated
17 Product.


18 3.2 **Reformulation Standard.** “Reformulated Products” shall mean Covered Products
19 that contain concentrations less than or equal to 0.1% (1,000 parts per million (“ppm”)) each of
20 di(2-ethylhexyl) phthalate (“DEHP”), or diisononyl phthalate (“DINP”), as applicable, in any
21 accessible components when analyzed pursuant to U.S. Environmental Protection Agency testing
22 methodologies 3580A and 8270C, or other methodologies utilized by federal or state government
23 agencies for the purpose of determining the phthalate content in a solid substance.

24 3.3 **Clear and Reasonable Warning.** No later than ninety (90) days after the Effective
25 Date, and continuing thereafter, a clear and reasonable exposure warning as set forth in this §§ 3.3
26 and 3.4 must be provided for all Covered Products that Defendant imports, distributes, sells, or
27 offers for sale in California that is not a Reformulated Product. The warning shall consist of either
28 the **Warning** or **Alternative Warning** described in §§ 3.3(a) or (b), respectively:

1 (a) **Warning.** The “Warning” shall consist of the statement:

2  **WARNING:** This product can expose you to chemicals, including [di(2-
3 ethylhexyl) phthalate (DEHP) / Diisononyl phthalate (DINP) / Bisphenol A
4 (BPA)]¹, which is [are] known to the State of California to cause [cancer] [and]
5 [birth defects or other reproductive harm]. For more information go to
6 www.P65Warnings.ca.gov.

7 (b) **Alternative Warning:** Harbor Freight may, but is not required to, use the alternative
8 short-form warning as set forth in this § 3.3(b) (“**Alternative Warning**”) as follows:

9  **WARNING:** [Cancer] [and] [Reproductive Harm] - www.P65Warnings.ca.gov.

10 3.4 A **Warning** or **Alternative Warning** provided pursuant to § 3.3 must print the word
11 “**WARNING:**” in all capital letters and in bold font, followed by a colon. The warning symbol to
12 the left of the word “**WARNING:**” must be a black exclamation point in a yellow equilateral
13 triangle with a black outline, except that if the sign or label for the Covered Product does not use
14 the color yellow, the symbol may be in black and white. The symbol must be in a size no smaller
15 than the height of the word “**WARNING:**”. The **Warning** shall be affixed to or printed on the
16 Covered Products’ packaging or labeling, or on a placard, shelf tag, sign or electronic device or
17 automatic process, providing that the warning is displayed with such conspicuousness, as compared
18 with other words, statements, or designs as to render it likely to be read and understood by an
19 ordinary individual under customary conditions of purchase or use. A warning may be contained
20 in the same section of the packaging, labeling, or instruction booklet that states other safety
21 warnings, if any, concerning the use of the Covered Product and shall be at least the same size as
22 those other safety warnings.

23 In addition to affixing the **Warning** or **Alternative Warning** to the Covered Products’
24 packaging or labeling, the **Warning** or **Alternative Warning** shall be posted on websites where
25 Harbor Freight offers Covered Products for sale to consumers in California. The requirements of

26 ¹ In accordance with 27 Cal. Code Regs., sections 25601 and 25603, the long-form warning must
27 expressly identify at least one of the Listed Chemicals to which a consumer might be exposed per
28 toxicological endpoint, and the content of the warning shall include the endpoint (e.g., cancer,
reproductive harm, or both). DEHP is listed as known to cause cancer and birth defects or other
reproductive harm; DINP is listed as known to cause cancer; and BPA is listed as known to cause
reproductive toxicity. Should Defendants elect to use the short-form or “Alternative” warning
pursuant to Section 3.3(b), only the applicable endpoint(s) must be stated.

1 this Section shall be satisfied if the **Warning or Alternative Warning**, or a clearly marked
2 hyperlink using the word “**WARNING,**” appears on the product display page, or by otherwise
3 prominently displaying the warning to the purchaser prior to completing the purchase. To comply
4 with this Section, Harbor Freight shall (a) post the **Warning or Alternative Warning** on its own
5 website and, if it has the ability to do so, on the websites of its third-party internet sellers; and (b)
6 if it does not have the ability to post the **Warning or Alternative Warning** on the websites of its
7 third-party internet sellers, provide such sellers with written notice in accordance with Title 27,
8 California Code of Regulations, Section 25600.2. Third-party internet sellers of the Product that
9 have been provided with written notice in accordance with Title 27, California Code of Regulations,
10 Section 25600.2 are not released in Section 5 of this Agreement if they fail to meet the warning
11 requirements of this Section.

12 **3.5 Additional Warnings Required or Permitted by Law or Regulation.** In addition
13 to the warning requirements set forth in §§ 3.3 and 3.4 above, Defendant may comply with this
14 Consent Judgment by using any other warning and transmission method(s) set forth in 27 Cal. Code
15 Regs. §§ 25601, 25602, 25603, et seq. and amended subsequently thereafter that are applicable to
16 the Covered Products and the exposures at issue after the Effective Date.

17 In the event that Proposition 65 warnings for DEHP, DINP, or BPA should no longer be
18 required by law, Defendant shall have no further obligations pursuant to this Consent Judgment
19 with respect to the Covered Products, as applicable.

20 **3.6 Compliance with Warning Regulations.** Defendant shall be deemed to be in
21 compliance with this Consent Judgment by either adhering to §§ 3.2 through 3.4 of this Consent
22 Judgment or by complying with warning requirements adopted by the State of California’s Office
23 of Environmental Health Hazard Assessment (“OEHHA”) applicable to the Covered Products and
24 the exposures at issue after the Effective Date.

25 **3.7 Sell-Through.** The injunctive requirements of Section 3 shall not apply to Covered
26 Products Defendants have distributed to California as of sixty (60) days after the Effective Date,
27 which such Covered Products are subject to the releases provided in Section 5.

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1 **4. MONETARY TERMS**

2 **4.1 Civil Penalty.** Harbor Freight shall pay \$5,000.00 as a Civil Penalty pursuant to
3 Health and Safety Code section 25249.7(b), to be apportioned in accordance with California Health
4 & Safety Code § 25249.12(c)(1) and (d), with 75% of these funds (\$3,750.00) remitted to OEHHA
5 and equal shares of the remaining 25% of the Civil Penalty (\$1,250.00) remitted to each plaintiff,
6 as provided by California Health & Safety Code § 25249.12(d).

7 4.1.1 Within ten (10) business days of the Effective Date, Harbor Freight shall
8 issue two (2) separate checks for the Civil Penalty payment: (a) one check made payable to
9 “OEHHA” in the amount of \$3,750.00; and (b) one check made payable to “Brodsky & Smith in
10 Trust for Plaintiffs Bell & Espinoza” in the amount of \$1,250.00. Payment owed to Plaintiffs
11 pursuant to this Section shall be delivered to the following payment address:

12 Evan J. Smith, Esquire
13 Brodsky & Smith
14 Two Bala Plaza, Suite 805
15 Bala Cynwyd, PA 19004

16 Brodsky & Smith shall provide a W-9 Form for Brodsky & Smith prior to the due date of
17 any payments made hereunder and understands that no payments can be issued unless and until
18 Harbor Freight receives such W-9 Form. Upon receipt of the above Civil Penalty payments,
19 Brodsky & Smith shall be solely responsible for forwarding the respective payments to each
20 Plaintiff.

21 Payment owed to OEHHA (EIN: 68-0284486) pursuant to this Section shall be delivered
22 directly to OEHHA (Memo Line “Prop 65 Penalties”) at one of the following address(es):

23 For United States Postal Service Delivery:

24 Mike Gyurics
25 Fiscal Operations Branch Chief
26 Office of Environmental Health Hazard Assessment
27 P.O. Box 4010
28 Sacramento, CA 95812-4010

29 For Non-United States Postal Service Delivery:

30 Mike Gyurics
31 Fiscal Operations Branch Chief
32 Office of Environmental Health Hazard Assessment

1 1001 I Street
2 Sacramento, CA 95814

3 A copy of the check payable to OEHHA shall be mailed to Brodsky & Smith at the address set
4 forth above as proof of payment to OEHHA.

5 4.2 **Attorneys' Fees.** Within ten (10) business days of the Effective Date, Harbor
6 Freight shall pay fifty thousand dollars (\$50,000.00) to Brodsky & Smith ("Brodsky & Smith") as
7 complete reimbursement for Plaintiffs' attorneys' fees and costs incurred as a result of
8 investigating, bringing this matter to Harbor Freight attention, litigating and negotiating and
9 obtaining judicial approval of a settlement in the public interest, pursuant to Code of Civil
10 Procedure § 1021.5. Accordingly, in addition to the Civil Penalty payments described above in §
11 4.1, Harbor Freight shall issue a check made payable to "Brodsky & Smith" in the amount of fifty
12 thousand dollars (\$50,000.00) within ten (10) business days of the Effective Date, to:

13 Evan J. Smith, Esquire
14 Brodsky & Smith
15 Two Bala Plaza, Suite 805
16 Bala Cynwyd, PA 19004

16 **5. RELEASE OF ALL CLAIMS**

17 5.1 This Consent Judgment is a full, final, and binding resolution between Bell and
18 Espinoza, each acting on their own behalf, and on behalf of the public interest, and Harbor Freight,
19 and its parents, shareholders, members, directors, officers, managers, employees, representatives,
20 agents, attorneys, divisions, subdivisions, subsidiaries, partners, sister companies, and affiliates,
21 and their predecessors, successors and assigns ("Defendant Releasees"), and all entities from whom
22 they obtain and to whom they directly or indirectly distribute or sell Covered Products, including
23 but not limited to manufacturers, suppliers, distributors, wholesalers, customers, licensors,
24 licensees retailers, franchisees, and cooperative members ("Downstream Releasees"), of all claims
25 for violations of Proposition 65 based on exposure to the Listed Chemicals from use of the Covered
26 Products as set forth in the Notices, with respect to any Covered Products distributed, or sold by
27 Harbor Freight prior to the Effective Date. It is the Parties' intention that this Consent Judgment
28 shall have preclusive effect such that no other actions by private enforcers, whether purporting to

1 act in his, her, or its interests or the public interest shall be permitted to pursue and/or take any
2 action with respect to any violation of Proposition 65 based on exposure to the Listed Chemicals
3 that was alleged in the Notices and Action, or that could have been brought pursuant to the Notices
4 against Harbor Freight and/or the Downstream Releasees of the Covered Products (“Proposition 65
5 Claims”).

6 5.2 In addition to the foregoing, Bell and Espinoza, on behalf of themselves, their past
7 and current agents, representatives, attorneys, and successors and/or assignees, and *not* in their
8 representative capacity, hereby waive all rights to institute or participate in, directly or indirectly,
9 any form of legal action and releases Harbor Freight, Defendant Releasees, and Downstream
10 Releasees from any and all manner of actions, causes of action, claims, demands, rights, suits,
11 obligations, debts, contracts, agreements, promises, liabilities, damages, charges, losses, costs,
12 expenses, and attorneys’ fees, of any nature whatsoever, known or unknown, in law or equity, fixed
13 or contingent, now or in the future, with respect to any alleged violations of Proposition 65 related
14 to or arising from exposure to the Listed Chemicals from use of the Covered Products distributed,
15 or sold by Harbor Freight, Defendant Releasees or Downstream Releasees. With respect to the
16 foregoing waivers and releases in this paragraph, Bell and Espinoza hereby waive any and all rights
17 and benefits which they now have, or in the future may have, conferred by virtue of the provisions
18 of § 1542 of the California Civil Code, which provides as follows:

19 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
20 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
21 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
22 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
DEBTOR OR RELEASED PARTY.

23 5.3 Harbor Freight waives any and all claims against Plaintiffs, their attorneys and other
24 representatives, for any and all actions taken, or statements made (or those that could have been
25 taken or made) by Plaintiffs and their attorneys and other representatives, whether in the course of
26 investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter,
27 and/or with respect to exposures to the Listed Chemicals from use of Covered Products.

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1 **6. INTEGRATION**

2 6.1 This Consent Judgment contains the sole and entire agreement of the Parties and all
3 prior negotiations and understandings related hereto shall be deemed to have been merged within
4 it. No representations or terms of agreement other than those contained herein exist or have been
5 made by any Party with respect to the other Party or the subject matter hereof.

6 **7. GOVERNING LAW**

7 7.1 The terms of this Consent Judgment shall be governed by the laws of the State of
8 California and apply within the State of California. If Proposition 65 is repealed or is otherwise
9 rendered inapplicable by reason of law generally, or as to Covered Products, then Defendant shall
10 have no further obligations pursuant to this Consent Judgment with respect to, and to the extent
11 that, Covered Products are so affected.

12 **8. NOTICES**

13 8.1 Unless specified herein, all correspondence and notices required to be provided
14 pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-
15 class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any party
16 by the other party at the following addresses:

17 For Defendant:

18 Anne Marie Ellis
19 Buchalter PC
20 18400 Von Karman Ave, Suite 800
Irvine, CA 92612

21 And

22 For Plaintiffs:

23 Evan Smith
24 Brodsky & Smith
Two Bala Plaza, Suite 805
Bala Cynwyd, PA 19004

25 Any party, from time to time, may specify in writing to the other party a change of address to which
26 all notices and other communications shall be sent.

27 **9. COUNTERPARTS; FACSIMILE SIGNATURES**

28 9.1 This Consent Judgment may be executed in counterparts and by facsimile, each of

1 which shall be deemed an original, and all of which, when taken together, shall constitute one and
2 the same document. Execution of the Consent Judgment by e-mail, facsimile, or other electronic
3 means, shall constitute legal and binding execution and delivery. Any photocopy of the executed
4 Consent Judgment shall have the same force and effect as the original.

5 **10. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(F)/COURT**
6 **APPROVAL**

7 10.1 Plaintiffs agree to comply with the requirements set forth in California Health &
8 Safety Code § 25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment.
9 Defendant agrees it shall support approval of such Motion.

10 10.2 This Consent Judgment shall not be effective until it is approved and entered by the
11 Court and shall be null and void if, for any reason, it is not approved by the Court and shall not be
12 introduced into evidence or otherwise used in any proceeding for any purpose. If, for any reason,
13 this Consent Judgment is not entered by the Court, the Parties agree to cooperate in good faith to
14 make such modifications or amendments necessary to ensure that the Consent Judgment is entered
15 by the Court. If the parties cannot agree on appropriate modifications and amendments within a
16 reasonable time, the Action shall proceed on its normal course.

17 10.3 If the Court approves this Consent Judgment and is reversed or vacated by an
18 appellate court, the Parties agree to cooperate in good faith to make such modifications or
19 amendments necessary to ensure that the Consent Judgment is entered by the Court. If the Parties
20 are unable to agree on appropriate modifications and amendments within a reasonable time, the
21 case shall proceed on its normal course on the trial court's calendar.

22 **11. MODIFICATION**

23 11.1 This Consent Judgment may be modified only by further stipulation of the Parties
24 and the approval of the Court or upon the granting of a motion brought to the Court by either Party.

25 11.2 If either Plaintiff enters into any consent judgment with any other entity with respect
26 to an alleged failure to warn of alleged exposures to DEHP, DINP, or BPA, as applicable, in which
27 it agrees to different injunctive terms than those contained in Section 3 above, Defendant may seek
28 to modify this Consent Judgment to adopt those injunctive terms and comply with them instead of

1 those presently set forth in Section 3. If Defendant seeks to adopt different injunctive terms, it shall
2 provide notice to Plaintiff consistent with Section 8 of this Consent Judgment.

3 **12. RETENTION OF JURISDICTION**

4 12.1 This Court shall retain jurisdiction of this matter to implement or modify the
5 Consent Judgment.


6 **13. AUTHORIZATION**

7 13.1 The undersigned are authorized to execute this Consent Judgment on behalf of their
8 respective Parties and have read, understood, and agree to all of the terms and conditions of this
9 document and certify that he or she is fully authorized by the Party he or she represents to execute
10 the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as
11 explicitly provided herein each Party is to bear its own fees and costs.

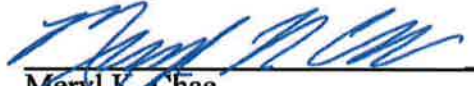
12 **14. SEVERABILITY**

13 14.1 If subsequent to Court approval of this Consent Judgment, any part or provision is
14 declared by a Court to be invalid, void, or unenforceable, the remaining portions or provisions shall
15 continue in full force and effect.

16 **AGREED TO:**

17 Date: 1/20/23
18 By: 
19 Ema Bell


AGREED TO:

Date: January 3, 2023
By: 
Meryl K. Chae
EVP & General Counsel
HARBOR FREIGHT TOOLS USA, INC.

21 **AGREED TO:**

22 Date: _____
23 By: _____
24 Gabriel Espinoza

AGREED TO:

Date: January 3, 2023
By: 
Meryl K. Chae
EVP & General Counsel
CENTRAL PURCHASING, LLC

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

27 Dated: _____
28

Judge of Superior Court

1 those presently set forth in Section 3. If Defendant seeks to adopt different injunctive terms, it shall
2 provide notice to Plaintiff consistent with Section 8 of this Consent Judgment.

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8 respective Parties and have read, understood, and agree to all of the terms and conditions of this
9 document and certify that he or she is fully authorized by the Party he or she represents to execute
10 the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as
11 explicitly provided herein each Party is to bear its own fees and costs.

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14 declared by a Court to be invalid, void, or unenforceable, the remaining portions or provisions shall
15 continue in full force and effect.

16 **AGREED TO:**

17 Date: _____

18 By: _____
19 Emma Bell

AGREED TO:

17 Date: January 3, 2023

18 By: 
19 Meryl K. Chae
20 EVP & General Counsel
21 HARBOR FREIGHT TOOLS USA, INC.


21 **AGREED TO:**

22 Date: 1/19/23

23 By: 
24 Gabriel Espinoza

AGREED TO:

22 Date: January 3, 2023

23 By: 
24 Meryl K. Chae
25 EVP & General Counsel
26 CENTRAL PURCHASING, LLC

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

27 Dated: _____

28 _____
Judge of Superior Court