

1 Gregory M. Sheffer, State Bar No. 173124
2 Josh Voorhees, State Bar No. 241436
3 Troy C. Bailey, (Pro Hac Vice)
4 THE CHANLER GROUP
5 2560 Ninth Street
6 Parker Plaza, Suite 214
7 Berkeley, CA 94710-2565
8 Telephone: (510) 848-8880
9 Facsimile: (510) 848-8118

6 Attorneys for Plaintiff
7 JOHN MOORE

8 Robert L. Falk, State Bar No. 142007
9 William F. Tarantino, State Bar No. 215343
10 MORRISON & FOERSTER, LLP
11 425 Market Street
12 San Francisco, CA 94105
13 Telephone: (415) 268-7000
14 Facsimile: (415) 268-7522

11 Attorneys for Defendant
12 NATCO PRODUCTS CORPORATION

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 FOR THE CITY AND COUNTY OF MARIN
15 UNLIMITED CIVIL JURISDICTION

17 JOHN MOORE,)
18 Plaintiff,)
19 v.)
20 BELL SPORTS, INC., *et al.*,)
21 Defendants.)
22 _____)

Case No.: CIV-10002842

[PROPOSED] CONSENT JUDGMENT AS TO NATCO PRODUCTS CORPORATION

1 **1. INTRODUCTION**

2 **1.1 John Moore, Natco Products Corporation**

3 This Consent Judgment is entered into by and between Plaintiff John Moore (“Moore” or
4 “Plaintiff”) and Natco Products Corporation (“Natco”), with Plaintiff and Natco collectively
5 referred to as the “Parties.”

6 **1.2 John Moore**

7 Moore is an individual residing in the State of California who seeks to promote awareness of
8 exposure to toxic chemicals and improve human health by reducing or eliminating hazardous
9 substances contained in consumer products.

10 **1.3 Natco Products Corporation**

11 Plaintiff alleges that Natco employs ten or more persons and is a person in the course of
12 doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986,
13 California Health and Safety Code § 25249.6, *et seq.* (“Proposition 65”).

14 **1.4 General Allegations**

15 Moore alleges that Natco has manufactured, imported, distributed and/or sold vinyl tile
16 flooring, vinyl floor runners and protectors, and vinyl mats that contain di(2-ethylhexyl)phthalate
17 (“DEHP”), and vinyl cargo mats that contain DEHP and lead, without the requisite Proposition 65
18 warnings. DEHP and lead are on the Proposition 65 list as known to the State of California to cause
19 cancer, birth defects and other reproductive harm.

20 **1.5 Product Description**

21 The products that are covered by this Consent Judgment are defined as follows: (1) vinyl
22 tile flooring containing DEHP including, but not limited to, *The Gold Label Collection Vinyl* (#0
23 38698 00136 8); (2) vinyl floor runners and protectors containing DEHP including, but not limited
24 to, *Stepguard Low Pile 27 in. v 144 in. Vinyl Carpet Protector* (#0 66296 03836 3); (3) vinyl cargo
25 mats containing lead and DEHP including, but not limited to, *Car Go Mat 3 Piece Set, #364-80-83,*
26 *#359CMF.53.4* (#0 38698 61398 1); and (4) vinyl mats containing DEHP including, but not limited
27 to, *Chef’s Mat Comfort Multi-Purpose Floor Mat, #364-80-83, #359CMF.53.4* (#0 38698 61398 1).
28

1 All such vinyl tile flooring, vinyl floor runners and protectors, vinyl cargo mats and vinyl mats,
2 that are manufactured, distributed, sold or offered for sale in California by, or on behalf of, Natco or
3 its affiliates are referred to hereinafter as the “Products.”

4 **1.6 Notice of Violation**

5 On March 19, 2010, Moore served Natco and various public enforcement agencies with a
6 document entitled “60-Day Notice of Violation” (the “March 19, 2010, Notice”) that provided
7 recipients with notice of alleged violations of California Health and Safety Code § 25249.6 for
8 failing to warn consumers that certain vinyl flooring sold by Natco exposed users in California to
9 DEHP. To the best of the Parties’ knowledge, no public enforcer has prosecuted the allegations set
10 forth in the March 19, 2010, Notice.

11 On July 1, 2010, Moore served Natco and various public enforcement agencies with a
12 document entitled “Supplemental 60-Day Notice of Violation” (the “Supplemental Notice”) that
13 provided the recipients with notice of alleged violations of California Health and Safety Code §
14 25249.6 for failing to warn consumers that additional vinyl flooring products sold by Natco exposed
15 users in California to DEHP. To the best of the Parties’ knowledge, no public enforcer has
16 prosecuted the allegations set forth in the Supplemental Notice.

17 On November 23, 2010, Moore served Natco and various public enforcement agencies with
18 a document entitled “Second Supplemental 60-Day Notice of Violation” (the “Second
19 Supplemental Notice”) that provided recipients with notice of alleged violations of California
20 Health and Safety Code § 25249.6 for failing to warn consumers that certain vinyl mats sold by
21 Natco exposed users in California to DEHP. To the best of the Parties’ knowledge, no public
22 enforcer has prosecuted the allegations set forth in the Second Supplemental Notice.

23 On December 30, 2010, Moore served Natco and various public enforcement agencies with
24 a document entitled “Third Supplemental 60-Day Notice of Violation” (the “Third Supplemental
25 Notice”) that provided recipients with notice of alleged violations of California Health and Safety
26 Code § 25249.6 for failing to warn consumers that certain vinyl mats sold by Natco exposed users
27
28

1 in California to lead. To the best of the Parties' knowledge, no public enforcer has prosecuted the
2 allegations set forth in the Third Supplemental Notice.

3 On February 24, 2011, Moore served Natco and various public enforcement agencies with a
4 document entitled "Fourth Supplemental 60-Day Notice of Violation" (the "Fourth Supplemental
5 Notice") that provided recipients with notice of alleged violations of California Health and Safety
6 Code section 25249.6 for failing to warn consumers that certain vinyl tile flooring, vinyl floor
7 runners and protectors, and mats sold by Natco exposed users in California to DEHP and/or lead.
8 To the best of the Parties' knowledge, no public enforcer has prosecuted the allegations set forth in
9 the Fourth Supplemental Notice.

10 The March 19, 2010, Notice, Supplemental Notice, Second Supplemental Notice, Third
11 Supplemental Notice and Fourth Supplemental Notice shall hereinafter collectively be referred to as
12 the "Notices."

13 **1.7 Complaint**

14 On June 2, 2010, Moore filed a complaint in the Superior Court in and for the County of
15 Marin against Natco and Does 1 through 150, *Moore v. Natco, et al.*, Case No. CIV-1002842 (the
16 "Action"), alleging violations of California Health and Safety Code § 25249.6, based on the alleged
17 exposures to DEHP contained in vinyl flooring sold by Natco. On July 2, 2010, Moore filed a First
18 Amended Complaint (the "Complaint") in the Action, renaming it as *Moore v. Bell Sports, Inc., et*
19 *al.*, alleging additional violations of California Health and Safety Code § 25249.6 based on alleged
20 exposures to DEHP contained in products sold by Natco and others.

21 **1.8 Answer**

22 On August 31, 2010, Natco responded to the Complaint by filing a general denial Answer
23 and Affirmative Defenses, denying all claims alleged by Plaintiff in the Complaint.

24 **1.9 No Admission**

25 Natco denies the material, factual and legal allegations contained in Moore's Notices and
26 Complaint and maintains that all products that it has sold, manufactured and/or distributed in
27 California, including the Products, have been and are in compliance with all laws. Nothing in this
28

1 Consent Judgment shall be construed as an admission by Natco of any fact, finding, issue of law, or
2 violation of law, nor shall compliance with this Consent Judgment constitute or be construed as an
3 admission by Natco of any fact, finding, conclusion, issue of law, or violation of law, such being
4 specifically denied by Natco. However, this section shall not diminish or otherwise affect Natco’s
5 obligations, responsibilities, and duties under this Consent Judgment.

6 **1.10 Consent to Jurisdiction**

7 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
8 jurisdiction over Natco as to the allegations contained in the Complaint, that venue is proper in the
9 County of Marin and that this Court has jurisdiction to enter and enforce the provisions of this
10 Consent Judgment.

11 **1.11 Effective Date**

12 For purposes of this Consent Judgment, the term “Effective Date” shall mean the date this
13 Consent Judgment is executed by all Parties.

14 **2. INJUNCTIVE RELIEF: REFORMULATION AND WARNINGS**

15 **2.1 Reformulated Products**

16 For purposes of this Consent Judgment, Reformulated Products are defined as Products that:
17 (1) contain DEHP in concentrations less than 0.1 percent (1,000 parts per million) in each
18 accessible component when analyzed pursuant to U.S. Environmental Protection Agency testing
19 methodologies 3580A and 8270C or any other methodology utilized by federal or state agencies for
20 the purpose of determining the DEHP content in a solid substance; and (2) yield less than 1.0
21 microgram of lead when using a wipe test pursuant to NIOSH Test Method 9100, and yield less
22 than 100 ppm of lead when analyzed pursuant to EPA testing methodologies 3050B and 6010B, or
23 equivalent methodologies utilized by federal or state agencies for the purpose of determining lead
24 content in a solid substance.

1 **2.2 Reformulation Commitment: Vinyl Tile Flooring; Vinyl Floor Runners and**
2 **Protectors; Vinyl Cargo Mats**

3 Commencing on the Effective Date, Natco and its affiliates shall only ship, sell, or offer to
4 be shipped for sale in California, vinyl tile flooring, vinyl floor runners and protectors, and vinyl
5 cargo mats that qualify as Reformulated Products.

6 **2.3 Product Warnings: Vinyl Mats**

7 Commencing on the Effective Date, Natco shall, for all vinyl mats that are not Reformulated
8 Products, provide clear and reasonable warnings, as set forth in subsections 2.3(a) and (b). Each
9 warning shall be prominently placed with such conspicuousness as compared with other words,
10 statements, designs, or devices as to render it likely to be read and understood by an ordinary
11 individual under customary conditions before purchase or use. Each warning shall be provided in a
12 manner such that the consumer or user understands to which *specific* product the warning applies,
13 so as to minimize the risk of consumer confusion.

14 **(a) Retail Store Sales.**

15 **(i) Product Labeling.** Natco shall affix a warning to the packaging,
16 labeling, or directly on each vinyl mat sold in retail outlets in California by Natco, or any other
17 person, that states:

18 **WARNING:** This product contains DEHP, a phthalate chemical
19 known to the State of California to cause birth defects
20 and other reproductive harm.

21 **(ii) Point-of-Sale Warnings.** Alternatively, Natco may provide
22 warning signs in the form below to its customers in California with instructions to post the
23 warnings in close proximity to the point of display of the vinyl mats. Such written instruction
24 sent to Natco’s customers shall be sent by certified mail, return receipt requested.

25 **WARNING:** This product contains DEHP, a phthalate chemical
26 known to the State of California to cause birth defects
27 and other reproductive harm.

1 Where more than one vinyl mat product is sold in proximity to other like items or to those
2 that do not require a warning (*e.g.*, Reformulated Products as defined in Section 2.1), the following
3 statement shall be used:¹

4 **WARNING:** The following products contain DEHP, a phthalate
5 chemical known to the State of California to cause
6 birth defects and other reproductive harm:

7 [*list products for which warning is required*]

8 **(b) Mail Order Catalog and Internet Sales.** In the event that Natco sells vinyl
9 mats via mail order catalog and/or the internet, to customers located in California, after the
10 Effective Date, that are not Reformulated Products, Natco shall provide warnings for such vinyl
11 mats sold via mail order catalog or the internet to California residents. Warnings given in the mail
12 order catalog or on the internet shall identify the *specific* vinyl mat product to which the warning
13 applies as further specified in Sections 2.3(b)(i) and (ii).

14 **(i) Mail Order Catalog Warning.** Any warning provided in a mail
15 order catalog shall be in the same type size or larger than the product description text within the
16 catalog. The following warning shall be provided on the same page and in the same location as the
17 display and/or description of the product:

18 **WARNING:** This product contains DEHP, a phthalate chemical
19 known to the State of California to cause birth defects
20 and other reproductive harm.

21 Where it is impracticable to provide the warning on the same page and in the same location
22 as the display and/or description of the vinyl mat product, Natco may utilize a designated symbol to
23 cross reference the applicable warning and shall define the term “designated symbol” with the
24 following language on the inside of the front cover of the catalog or on the same page as any order
25 form for the product(s):

26 ¹For purposes of the Consent Judgment, “sold in proximity” shall mean that the vinyl mat product and another similar
27 product are offered for sale close enough to each other that the consumer, under customary conditions of purchase,
28 could not reasonably determine which of the two products is subject to the warning sign.

1 **WARNING:** Certain products identified with this symbol
2 ▼ and offered for sale in this catalog contain
3 DEHP, a phthalate chemical known to the
4 State of California to cause birth defects and
5 other reproductive harm.

6 The designated symbol must appear on the same page and in close proximity to the display
7 and/or description of the Product. On each page where the designated symbol appears, Natco must
8 provide a header or footer directing the consumer to the warning language and definition of the
9 designated symbol.

10 (ii) **Internet Website Warning.** A warning shall be given in conjunction
11 with the sale of vinyl mats via the internet, which warning shall appear either: (a) on the same web
12 page on which a vinyl mat is displayed; (b) on the same web page as the order form for a vinyl mat;
13 (c) on the same page as the price for any vinyl mat; or (d) on one or more web pages displayed to a
14 purchaser during the checkout process. The following warning statement shall be used and shall
15 appear in any of the above instances adjacent to or immediately following the display, description,
16 or price of the vinyl mat for which it is given in the same type size or larger than the product
17 description text:

18 **WARNING:** This product contains DEHP, a phthalate chemical
19 known to the State of California to cause birth defects
20 and other reproductive harm.

21 Alternatively, the designated symbol may appear adjacent to or immediately following the
22 display, description, or price of the vinyl mat for which a warning is being given, provided that the
23 following warning statement also appears elsewhere on the same web page, as follows:

24 **WARNING:** Products identified on this page with the
25 following symbol ▼ contain DEHP, a
26 phthalate chemical known to the State of
27 California to cause birth defects and other
28 reproductive harm.

29 **3. CIVIL PENALTY PAYMENTS**

30 In settlement of all the claims referred to in this Consent Judgment, Natco shall pay
31 \$65,000, in civil penalties pursuant to Sections 3.1 and 3.2 below.

1 **3.1 Initial Civil Penalty**

2 In settlement of all the claims referred to in this Consent Judgment, Natco shall pay an
3 initial civil penalty in the amount of \$20,000. This initial civil penalty reflects credits of \$20,000
4 based on Natco’s commitment to reformulate its vinyl tile flooring, \$20,000 based on Natco’s
5 commitment to reformulate its vinyl floor runners and protectors, and \$20,000 based on Natco’s
6 commitment to reformulate its vinyl cargo mats, as per Section 2.2 above. The initial civil penalty
7 shall be apportioned in accordance with California Health and Safety Code §§ 25249.12 (c) and (d),
8 with 75% of these funds remitted to the State of California’s Office of Environmental Health
9 Hazard Assessment (“OEHHA”) and the remaining 25% of the penalty remitted to John Moore.
10 Natco shall issue two separate checks for the penalty payment: (a) one check made payable to “The
11 Chanler Group in Trust For OEHHA” representing 75% of the total penalty; and (b) one check to
12 “The Chanler Group in Trust for John Moore”, representing 25% of the total penalty. The
13 payments shall be delivered on or before May 5, 2011, to the following address:

14 The Chanler Group
15 Attn: Proposition 65 Controller
16 2560 Ninth Street
17 Parker Plaza, Suite 214
18 Berkeley, CA 94710

19 Two separate 1099s shall be issued for the above payments: (a) OEHHA, P.O. Box 4010,
20 Sacramento, CA, 95814 (EIN: 68-0284486); and (b) John Moore, whose information shall be
21 provided within fourteen (14) calendar days of payment delivery.

22 **3.2 Final Civil Penalty**

23 In settlement of all claims referred to in this Consent Judgment, Natco shall also pay a final
24 civil penalty of \$45,000 on December 15, 2011. As incentive for Natco to reformulate its vinyl mat
25 products, however, the final civil penalty shall be waived in its entirety if an officer of Natco
26 certifies in writing that Natco and its affiliates, as of December 1, 2011, has sold, shipped and
27 offered for sale in California only vinyl mats that are Reformulated Products and that it will
28 continue to sell, ship and offer for sale in California only vinyl mats that are Reformulated Products.
Such certification must be received by The Chanler Group on or before December 15, 2011. The

1 final civil penalty payment shall be apportioned in accordance with California Health and Safety
2 Code § 25249.12(c) & (d), with 75% of these funds remitted to OEHHA and the remaining 25% of
3 the penalty remitted to John Moore. Natco shall issue two separate checks for the final civil penalty
4 payment: (a) one check made payable to “The Chanler Group in Trust For OEHHA”, representing
5 75% of the total penalty; and (b) one check to “The Chanler Group in Trust for John Moore”
6 representing 25% of the total penalty. Two separate 1099s shall be issued for the above payments:
7 (a) OEHHA, P.O. Box 4010, Sacramento, CA, 95814 (EIN: 68-0284486); and (b) John Moore,
8 whose information shall be provided fourteen (14) calendar days before the payment is due (if
9 different than the information already provided to Natco under Section 3.1 above).

10 Payment shall be delivered to Moore’s counsel at the following address:

11 The Chanler Group
12 Attn: Proposition 65 Controller
13 2560 Ninth Street
14 Parker Plaza, Suite 214
15 Berkeley, CA 94710

14 **4. REIMBURSEMENT OF FEES AND COSTS**

15 **4.1 Attorney’s Fees and Costs**

16 The Parties reached an accord on the compensation due to Moore and his counsel under
17 general contract principles and the private attorney general doctrine codified at California Code of
18 Civil Procedure § 1021.5. Natco shall reimburse Moore and his counsel \$80,000 for fees and costs
19 incurred to date, as a result of investigating, bringing this matter to its attention, negotiating a
20 settlement in the public interest. This figure also includes future anticipated fees and costs
21 including, but not limited to, attorney’s fees to be incurred in seeking judicial approval of this
22 Consent Judgment as well as any other legal work performed after the execution of this Consent
23 Judgment incurred in an effort to obtain finality of the case. The check for reimbursement of fees
24 and costs shall be made payable to “The Chanler Group” and shall be delivered on or before May 5,
25 2011, to the following address:
26
27
28

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

6 A separate 1099 shall be issued to “The Chanler Group” (EIN: 94-3171522) for the amount
7 of the reimbursement of Plaintiff’s fees and costs.

8 **5. RELEASE OF ALL CLAIMS**

9 **5.1 Moore’s Release of Natco**

10 In further consideration of the promises and agreements herein contained, and for the
11 payments to be made pursuant to Sections 3 and 4, Moore, on behalf of himself, his past and current
12 agents, representatives, attorneys, successors, and/or assignees, and in the interest of the general
13 public pursuant to California Health and Safety Code § 25249.7(d), hereby waives all rights to
14 institute or participate in, directly or indirectly, any form of legal action and releases all claims,
15 including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities,
16 demands, obligations, agreements, promises, royalties, accountings, damages, costs, fines, penalties,
17 losses, or expenses (including, but not limited to, investigation fees, expert fees, and attorney’s
18 fees), fixed or contingent (collectively “claims”), against Natco and their, downstream wholesalers,
19 licensors, licensees, auctioneers, retailers including, but not limited to, Orchard Supply Hardware,
20 LLC and The Home Depot, Inc., distributors, franchisees, dealers, customers, owners, purchasers,
21 users, parent companies, corporate affiliates including, but not limited to, Natco Home Fashions,
22 Inc. and Multy Home LP, subsidiaries, and their respective officers, directors, attorneys,
23 representatives, shareholders, agents, and employees, and sister and parent entities, (collectively
24 “Releasees”) that arise under Proposition 65, as such claims relate to Natco’s and the Releasees’
25 alleged failure to warn about exposures to DEHP and/or lead contained in the Products. The Parties
26 understand and agree that this release shall not extend upstream to any entities that manufactured
27 the Products or any component parts thereof, or any distributors or suppliers who sold the Products
28 or any component parts thereof to Natco, other than Colmar Industries, Inc. (“Colmar”), and shall

1 only extend to Colmar for claims related to Natco’s, the Releasees’, and Colmar’s alleged failure to
2 warn about exposures to DEHP and/or lead contained in the Products.

3 **5.2 Natco’s Release of Moore**

4 Natco, on behalf of itself and its corporate affiliates and subsidiaries, franchisees, owners,
5 parent companies, and their respective officers, directors, attorneys, representatives, shareholders,
6 agents, and employees, and sister and parent entities, waives any and all claims against Moore, his
7 attorneys, and other representatives for any and all actions taken by Moore and his attorneys and
8 other representatives, whether in the course of investigating claims or otherwise seeking
9 enforcement of Proposition 65 against it in this matter, and/or with respect to the Products.

10 **5.3 Compliance with Proposition 65**

11 Compliance with the terms of this Consent Judgment constitutes compliance with
12 Proposition 65 with respect to DEHP and lead in the Products based on the facts and circumstances
13 of this case.

14 **6. COURT APPROVAL**

15 This Consent Judgment must be approved and entered by the Court and shall be null and
16 void if, for any reason, it is not approved and entered by the Court within one year after it has been
17 fully executed by all Parties.

18 **7. SEVERABILITY**

19 If, subsequent to the execution of this Consent Judgment, any of the provisions of this
20 Consent Judgment are held by a court to be unenforceable, the validity of the enforceable
21 provisions remaining shall not be adversely affected.

22 **8. GOVERNING LAW**

23 The terms of this Consent Judgment shall be governed by the laws of the State of California
24 and apply within the State of California. In the event that Proposition 65 is repealed, preempted or
25 is otherwise rendered inapplicable by reason of law generally, or if any of the provisions of this
26 Consent Judgment are rendered inapplicable or are no longer required as a result of any such repeal
27
28

1 or preemption, or are rendered inapplicable by reason of law generally as to the Products, then
2 Natco shall have no further obligations pursuant to this Consent Judgment with respect to, and to
3 the extent that, the Products are so affected.

4 **9. NOTICES**

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

9 To Natco:

10 Steven Burke
11 Chief Financial Officer
12 Natco Products Corporation
13 155 Brookside Avenue
14 West Warwick, RI 02893

With a Copy to:

William F. Tarantino, Esq.
Morrison & Foerster, LLP
425 Market Street
San Francisco, CA 94105

13 To Moore:

14 Proposition 65 Coordinator
15 The Chanler Group
16 2560 Ninth Street
17 Parker Plaza, Suite 214
18 Berkeley, CA 94710-2565

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

19 **10. COUNTERPARTS; FACSIMILE SIGNATURES**

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

23 **11. COMPLIANCE WITH CALIFORNIA HEALTH & SAFETY CODE § 25249.7(f)**

24 Moore and his attorneys agree to comply with the reporting form requirements referenced in
25 California Health and Safety Code § 25249.7(f).

1 **12. ADDITIONAL POST EXECUTION ACTIVITIES**

2 Moore and Natco agree to mutually employ their, and their counsel’s, reasonable best efforts
3 to support the entry of this agreement as a Consent Judgment and obtain approval of the Consent
4 Judgment by the Court in a timely manner. The Parties acknowledge that, pursuant to California
5 Health and Safety Code section 25249.7, a noticed motion is required to obtain judicial approval of
6 this Consent Judgment, which Natco shall draft and Moore shall file, and which Natco shall not
7 oppose. Natco shall provide all draft documents including, but not limited to, the notice,
8 memorandum of points and authorities and any related papers to Moore no later than May 5, 2011.
9 If any third party objection to the noticed motion is filed, Moore and Natco shall work together to
10 file a joint reply and appear at any hearing before the Court. This provision is a material component
11 of the Consent Judgment and shall be treated as such in the event of a breach. If the Superior Court
12 does not approve the motion to approve this Consent Judgment, and the Parties choose not to pursue
13 a modified Consent Judgment within 30 days of said denial, all payments made by Natco shall be
14 immediately returned to Natco. Should the Superior Court approve this Consent Judgment and any
15 person successfully appeals that approval, upon remittitur, all payments made pursuant to this
16 Consent Judgment will be returned to Natco.

17 **13. MODIFICATION**

18 This Consent Judgment may be modified only: (1) by written agreement of the Parties and
19 upon entry of a modified Consent Judgment by the Court thereon; or (2) upon a successful motion
20 of any Party and entry of a modified Consent Judgment by the Court.

1 **14. AUTHORIZATION**

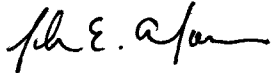
2 The undersigned are authorized to execute this Consent Judgment on behalf of their
3 respective Parties and have read, understood, and agree to all of the terms and conditions of this
4 Consent Judgment.

5 AGREED TO:

AGREED TO:

6 Date: April 27, 2011

Date: _____

7
8
9 By: 
10 Plaintiff, John Moore

By: _____
Defendant, Natco Products Corporation

11
12
13 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

14
15
16 **Dated:** _____

Judge of the Superior Court

1 **14. AUTHORIZATION**

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

5
6 AGREED TO:

AGREED TO:

7 Date: _____

Date: 4/20/11

8
9 By: _____
10 Plaintiff, John Moore

By: 
Defendant, Natco Products Corporation

11
12
13 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

14
15
16 Dated: _____

Judge of the Superior Court