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5  
6 Attorneys for Plaintiff  
JOHN MOORE

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

10  
11 JOHN MOORE, ) CASE NO. RG14714826  
12 )  
Plaintiff, )  
13 )  
v. )  
14 )  
NORWOOD PROMOTIONAL ) **[PROPOSED] CONSENT JUDGMENT**  
PRODUCTS, LLC.; and DOES 1-150, )  
15 inclusive )  
16 Defendants. )  
\_\_\_\_\_ )

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1       **1. INTRODUCTION**

2               **1.1 John Moore and Norwood Promotional Products, LLC**

3               This Consent Judgment is entered into by and between John Moore (hereinafter “Moore”)  
4 and Norwood Promotional Products, LLC (hereinafter “Norwood”), with Moore and Norwood  
5 collectively referred to as the “Parties.” Moore is an individual residing in California who seeks  
6 to promote awareness of exposures to toxic chemicals and improve human health by reducing or  
7 eliminating hazardous substances contained in consumer products. Norwood employs ten or  
8 more persons and is a person in the course of doing business for purposes of the Safe Drinking  
9 Water and Toxic Enforcement Act of 1986, Health and Safety Code section 25249.6, et seq.  
10 (“Proposition 65”).

11               **1.2 General Allegations**

12               Moore alleges that Norwood has manufactured, distributed, sold and offered for sale in the  
13 State of California: (i) backpacks containing di(2-ethylhexyl)phthalate (“DEHP”) and di-n-butyl  
14 phthalate (“DBP”); and (ii) duffel bags containing DEHP and lead. DEHP, DBP and lead are  
15 listed under Proposition 65 as chemicals known to cause birth defects and other reproductive  
16 harm.

17               **1.3 Product Description**

18               The products that are addressed by this Consent Judgment are (i) backpacks containing  
19 DEHP and DBP including, but not limited to, the *Norwood RCC Koozie Picnic Backpack, ASI*  
20 *80330*; and (ii) duffel bags containing DEHP and lead including, but not limited to, the *Tri-Pocket*  
21 *Sport Duffel Bag, Item #658498, D42325*, both of which are manufactured, imported, distributed,  
22 sold and/or offered for sale by Norwood in the State of California, hereinafter the “Products.”

23               **1.4 Notices of Violation**

24               On May 10, 2012, Moore served Norwood, others and various public enforcement  
25 agencies with a document entitled “60-Day Notice of Violation” (“Notice”) that provided the  
26 recipients with notice that Norwood was in violation of California Health & Safety Code  
27 § 25249.6 for failing to warn consumers that the Products exposed users in California to DEHP  
28 and DBP. No public enforcer has diligently prosecuted the allegations set forth in the Notice.

1 On November 15, 2013, Moore served Norwood and various public enforcement agencies  
2 with a document entitled “Supplemental 60-Day Notice of Violation” (“Supplemental Notice”)  
3 that provided the recipients with notice that Norwood was in violation of California Health &  
4 Safety Code § 25249.6 for failing to warn consumers that the Products exposed users in  
5 California to DEHP and lead. No public enforcer has diligently prosecuted the allegations set  
6 forth in the Supplemental Notice.

7 The Notice and the Supplemental Notice shall hereinafter collectively be referred to as the  
8 “Notices.”

9 **1.5 Complaint**

10 On or about February 21, 2014, Moore, acting in the interest of the general public of  
11 California, filed a complaint in the Superior Court in and for the County of Alameda against  
12 Norwood, and Does 1-150, *John Moore v. Norwood Promotional Products, LLC*, Case No.  
13 RG14714826, alleging violations of Proposition 65, based on, *inter alia*, the alleged exposures to  
14 DEHP, DBP and lead in Products (“Complaint”).

15 **1.6 No Admission**

16 Norwood denies the material factual and legal allegations contained in Moore’s Notices  
17 and Complaint, and maintains that all products that it has sold and distributed in California,  
18 including the Products, have been and are in compliance with all laws. Nothing in this Consent  
19 Judgment shall be construed as an admission by Norwood, of any fact, finding, issue of law, or  
20 violation of law; nor shall compliance with this Consent Judgment constitute or be construed as  
21 an admission by Norwood of any fact, finding, conclusion, issue of law or violation of law, such  
22 being specifically denied by Norwood. However, this section shall not diminish or otherwise  
23 affect the obligations, responsibilities and duties of Norwood under this Consent Judgment.

24 **1.7 Consent to Jurisdiction**

25 For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
26 jurisdiction over Norwood as to the allegations contained in the Complaint, that venue is proper  
27 in the County of Alameda, and that this Court has jurisdiction to enter and enforce the provisions  
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1 of this Consent Judgment. As an express part of this Consent Judgment, pursuant to Code of  
2 Civil Procedure section 664.6, the Court in which this Complaint was filed shall retain  
3 jurisdiction over the Parties to enforce the settlement until performance in full of the terms of the  
4 settlement.

5 **1.8 Effective Date**

6 For purposes of this Consent Judgment, the term “Effective Date” shall mean the date this  
7 Consent Judgment is approved by the Court including any tentative ruling not opposed by the  
8 Parties.

9 **2. INJUNCTIVE RELIEF**

10 **2.1 Reformulation Standard**

11 Reformulated Products are defined as those Products containing: (i) DEHP and DBP in  
12 concentrations less than 0.1 percent (1,000 parts per million) when analyzed pursuant to U.S.  
13 Environmental Protection Agency testing methodologies 3580A and 8270C or any other  
14 methodology utilized by federal or state agencies for the purpose of determining the DEHP and  
15 DBP content in a solid substance; and (ii) less than 100 parts per million lead by weight when  
16 analyzed pursuant to Environmental Protection Agency testing methodologies 3050B and/or  
17 6010B.

18 **2.2 Reformulation Commitment**

19 As of the Effective Date, Norwood shall not manufacture, import, distribute, sell or offer  
20 the Products for sale in the State of California unless they are Reformulated Products pursuant to  
21 Section 2.1 above, or shall carry the Proposition 65 warnings specified in Section 2.3 below.

22 **2.3 Product Warnings**

23 Commencing on the Effective Date, Norwood shall provide clear and reasonable warnings  
24 for all Products as set forth in subsections 2.3(a) and (b) for all products that do not qualify as  
25 Reformulated Products. Each warning shall be prominently placed with such conspicuousness as  
26 compared with other words, statements, designs, or devices as to render it likely to be read and  
27 understood by an ordinary individual under customary conditions before purchase or use. Each  
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1 warning shall be provided in a manner such that the consumer or user understands to which  
2 *specific* Product the warning applies, so as to minimize the risk of consumer confusion.

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

4 **(i) Product Labeling.** Norwood shall affix a warning to the packaging,  
5 labeling, or directly on each Product provided for sale in retail outlets in California that states:

6 WARNING: This product contains DEHP and DBP, chemicals  
7 known to the State of California to cause birth defects  
8 and other reproductive harm.

9 or,

10 WARNING: This product contains DEHP and lead, chemicals  
11 known to the State of California to cause birth defects  
12 and other reproductive harm.

13 **(ii) Point-of-Sale Warnings.** Alternatively, Norwood may provide warning  
14 signs in the form below to its customers in California with instructions to post the warnings in  
15 close proximity to the point of display of the Products. Such instruction sent to Norwood's  
16 customers shall be sent by certified mail, return receipt requested.

17 WARNING: This product contains DEHP and DBP, chemicals  
18 known to the State of California to cause birth defects  
19 and other reproductive harm.

20 or,

21 WARNING: This product contains DEHP and lead, chemicals  
22 known to the State of California to cause birth defects  
23 and other reproductive harm.

24 Where more than one Product is sold in proximity to other like items or to those that do not  
25 require a warning (*e.g.*, Reformulated Products as defined in Section 2.1), the following statement  
26 shall be used:<sup>1</sup>

27 WARNING: These products contains DEHP and DBP, chemicals  
28 known to the State of California to cause birth defects  
and other reproductive harm.

*[list products for which warning is required]*

or,

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<sup>1</sup> For purposes of the Settlement Agreement, "sold in proximity" shall mean that the Product and another similar product are offered for sale close enough to each other that the consumer, under customary conditions of purchase, could not reasonably determine which of the two products is subject to the warning sign.

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WARNING: These products contains DEHP and lead, chemicals known to the State of California to cause birth defects and other reproductive harm.

*[list products for which warning is required]*

**(b) Mail Order Catalog and Internet Sales.** In the event that Norwood sells Products via mail order catalog and/or the internet, to customers located in California, after the Effective Date, that are not Reformulated Products, Norwood shall provide warnings for such Products sold via mail order catalog or the internet to California residents. Warnings given in the mail order catalog or on the internet shall identify the *specific* Product to which the warning applies as further specified in Sections 2.3(b)(i) and (ii). Norwood may satisfy its Proposition 65 warning obligations for Products sold by mail order catalogue or from the internet by providing a warning: in the mail order catalogue as specified in Section 2.3(b)(i); on the website as specified in Section 2.3(b)(ii); and/or by affixing the warning specified in Section 2.3(a)(1) to the packaging labeling, or directly on the Products.

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

WARNING: This product contains DEHP and DBP, chemicals known to the State of California to cause birth defects and other reproductive harm.

or,

WARNING: This product contains DEHP and lead, chemicals known to the State of California to cause birth defects and other reproductive harm.

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

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

5                 or,

6                 WARNING: Certain products identified with this symbol ▼  
7                                 and offered for sale in this catalog contain DEHP and lead,  
8                                 chemicals known to the State of California to cause  
9                                 birth defects and other reproductive harm.

10                The designated symbol must appear on the same page and in close proximity to the  
11                display and/or description of the Product. On each page where the designated symbol appears,  
12                Norwood must provide a header or footer directing the consumer to the warning language and  
13                definition of the designated symbol.

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

22                         WARNING: This product contains DEHP and DBP, chemicals  
23   known to the State of California to cause birth defects  
24   and other reproductive harm.

25                 or,

26                         WARNING: This product contains DEHP and lead, chemicals  
27   known to the State of California to cause birth defects  
28   and other reproductive harm.

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

                   WARNING: This product contains DEHP and DBP, chemicals  
   known to the State of California to cause birth defects  
   and other reproductive harm.

                   or,

1 WARNING: This product contains DEHP and lead, chemicals  
2 known to the State of California to cause birth defects  
and other reproductive harm.

3 **3. PENALTIES PURSUANT TO HEALTH AND SAFETY CODE SECTION**

4 **25249.7(b)**

5 In settlement of all the claims referred to in this Consent Judgment, Norwood shall pay a  
6 total of \$43,000 in civil penalties in accordance with this Section. Each penalty payment will be  
7 allocated in accordance with California Health and Safety Code section 25249.12(c)(1) and (d),  
8 with 75% of the funds remitted to the California Office of Environmental Health Hazard  
9 Assessment (“OEHHA”) and the remaining 25% of the penalty remitted to Moore, as follows:

10 **3.1 Initial Civil Penalty**

11 Norwood shall pay an initial civil penalty in the amount of \$18,000 no later than five  
12 business days following the Effective Date. Norwood shall issue two separate checks to: (a) “The  
13 Chanler Group in Trust for OEHHA” in the amount of \$13,500; and (b) “The Chanler Group in  
14 Trust for Moore” in the amount of \$4,500. All penalty payments shall be delivered to the address  
15 listed in Section 3.3.1 below and held in trust pending the Court’s approval of this Consent  
16 Judgment.

17 **3.2 Final Civil Penalty**

18 Norwood shall pay a final civil penalty of \$25,000 on or before August 1, 2014. The final  
19 civil penalty shall be waived in its entirety, however, if, no later than July 15, 2014, an officer of  
20 Norwood provides Moore with written certification that it, as of July 15, 2014, has manufactured  
21 and/or caused to be manufactured, for sale in California only Reformulated Products and that it  
22 will continue to manufacture, distribute, sell and offer for sale in California only Reformulated  
23 Products. Such certification must be received by The Chanler Group on or before July 15, 2014.  
24 The certification in lieu of paying the final civil penalty provided by this section is a material  
25 term, and time is of the essence. Unless waived, Norwood shall issue two separate checks for the  
26 final civil penalty payment to: (a) “The Chanler Group in Trust for OEHHA” in the amount of  
27 \$18,750; and (b) “The Chanler Group in Trust for Moore” in the amount of \$6,250.  
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1           **3.3    Payment Procedures**

2           **3.3.1.   Issuance of Payments.** Payments shall be delivered as follows:

3                           All payments owed to Moore and Moore’s counsel pursuant to Sections  
4 3.1 and 3.2 (unless waived), shall be delivered to the following payment address:

5   The Chanler Group  
6   Attn: Proposition 65 Controller  
7   2560 Ninth Street  
8   Parker Plaza, Suite 214  
9   Berkeley, CA 94710

10   A copy of the checks payable to OEHHA shall be mailed to The Chanler  
11 Group at the address set forth above in Section 3.3.1(a), as proof of payment to OEHHA.

12           **3.3.2    Issuance of 1099 Forms.** After each penalty payment, Norwood  
13 shall issue separate 1099 forms for each payment to Moore, whose address and tax identification  
14 number shall be furnished upon request after this Consent Judgment has been fully executed by the  
15 Parties, and OEHHA (EIN: 68-0284486) at the following addresses:

16   For United States Postal Service Delivery:

17   Mike Gyurics  
18   Fiscal Operations Branch Chief  
19   Office of Environmental Health Hazard Assessment  
20   P.O. Box 4010  
21   Sacramento, CA 95812-4010

22   For Non-United States Postal Service Delivery:

23   Mike Gyurics  
24   Fiscal Operations Branch Chief  
25   Office of Environmental Health Hazard Assessment  
26   1001 I Street  
27   Sacramento, CA 95814

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

          The Parties acknowledge the Moore and his counsel offered to resolve this dispute without  
reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving this fee  
issue to be resolved after the material terms of the agreement had been settled. Moore then  
expressed a desire to resolve the fee and cost issue shortly after the other settlement terms had  
been finalized. The Parties reached an accord on the compensation due to Moore and his counsel  
under the private attorney general doctrine and principles codified at California Code of Civil

1 Procedure section 1021.5, for all work performed through the mutual execution of this agreement.  
2 Under these legal principles, Norwood shall reimburse Moore's counsel for fees and costs,  
3 incurred as a result of investigating, bringing this matter to Norwood's attention, and negotiating  
4 a settlement in the public interest. Norwood shall pay Moore and his counsel \$37,000 for all  
5 attorneys' fees, expert and investigation fees, and related costs. The payment shall be issued in a  
6 separate check made payable to "The Chanler Group" and shall be delivered no more than five  
7 business days following the Effective Date, at the following address:

8 The Chanler Group  
9 Attn: Proposition 65 Controller  
10 Parker Plaza  
2560 Ninth Street, Suite 214  
Berkeley, CA 94710

11 **5. RELEASE OF ALL CLAIMS**

12 **5.1 Release of Norwood and Downstream Customers and Entities**

13 Moore acting on his own behalf and in the public interest, releases Norwood and its past,  
14 present and future parents, subsidiaries, affiliated entities under common ownership, directors,  
15 officers, agents, employees, attorneys and each entity to whom Norwood directly or indirectly  
16 distributes or sells Products including, but not limited to, downstream distributors, wholesalers,  
17 customers, retailers, franchisees, cooperative members and licensees and their past, present and  
18 future parents, subsidiaries, affiliated entities under common ownership, directors, officers,  
19 agents, employees, and attorneys (collectively "Releasees"), from all claims for violations of  
20 Proposition 65 through the Effective Date based on their failure to warn about alleged exposures  
21 to the DEHP, DBP and lead contained in the Products that were manufactured, distributed, sold  
22 and/or offered for sale by Norwood. Releasees' compliance with this Consent Judgment shall  
23 constitute compliance with Proposition 65 with respect to DEHP, DBP and lead in the Products,  
24 as set forth in the Notices.

25 In further consideration of the promises and agreements herein contained, and for the  
26 payments to be made pursuant to Sections 3 and 4 above, Moore, on behalf of himself, his past  
27 and current agents, representatives, attorneys, successors and/or assignees, provides a release  
28 herein which shall be effective as a full and final accord and satisfaction, as a bar to all actions,

1 causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities,  
2 and demands of Norwood or the Releasees of any nature, character, or kind, whether known or  
3 unknown, suspected or unsuspected, limited to and arising out of alleged or actual exposure to the  
4 DEHP, DBP and lead in the Products. Moore acknowledges that he is familiar with Section 1542  
5 of the California Civil Code, which provides as follows:

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

12 Moore, in his individual capacity only and not in his representative capacity, expressly waives  
13 and relinquishes any and all rights and benefits which he may have under Section 1542 of the  
14 California Civil Code.

15 **5.2 Norwood's Release of Moore**

16 Norwood, on behalf of itself, its past and current agents, representatives, attorneys,  
17 successors and/or assignees, hereby waives any and all claims against Moore, his attorneys and  
18 other representatives, for any and all actions taken or statements made (or those that could have  
19 been taken or made) by Moore and his attorneys and other representatives, whether in the course  
20 of investigating claims or otherwise seeking enforcement of Proposition 65 against it in this  
21 matter, and/or with respect to the Products. Norwood acknowledges that it is familiar with  
22 Section 1542 of the California Civil Code, which provides as follows:

23 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
24 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO  
25 EXIST IN HIS OR HER FAVOR AT THE TIME OF  
26 EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM OR  
27 HER MUST HAVE MATERIALLY AFFECTED HIS OR HER  
28 SETTLEMENT WITH THE DEBTOR.

29 Norwood expressly waives and relinquishes any and all rights and benefits which is may have  
30 under Section 1542 of the California Civil Code.

1     **6.     COURT APPROVAL**

2             This Consent Judgment is not effective until it is approved by the Court, including any  
3 tentative ruling not challenged by either of the Parties, and shall be null and void if, for any  
4 reason, it is not approved, including any tentative ruling not challenged by either of the Parties, by  
5 the Court within one year after it has been fully executed by all Parties. In the event the Court  
6 does not approve this Consent Judgment within one year, (a) this Consent Judgment and any and  
7 all prior agreements between the Parties merged herein shall terminate and become null and void,  
8 and the action shall revert to the status that existed prior to the execution date of this Consent  
9 Judgment; (b) no term of this Consent Judgment or any draft thereof, or of the negotiation,  
10 documentation, or other part or aspect of the Parties' settlement discussions, shall have any effect,  
11 nor shall any such matter be admissible in evidence for any purpose in this action, or in any other  
12 proceeding; and (c) the Parties agree to meet and confer to determine whether to modify the terms  
13 of the Consent Judgment and to resubmit it for approval.

14     **7.     SEVERABILITY**

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

18     **8.     GOVERNING LAW**

19             The terms of this Consent Judgment shall be governed by the laws of the State of  
20 California and apply within the State of California. In the event that Proposition 65 is repealed or  
21 is otherwise rendered inapplicable by reason of law generally, or as to the Products, then  
22 Norwood shall provide written notice to Moore of any asserted change in the law, and shall have  
23 no further obligations pursuant to this Consent Judgment with respect to, and to the extent that,  
24 the Products are so affected.

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1 **9. NOTICES**

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

6 For Norwood:

7 Kathryn H. Edwards, Esq.  
8 Orrick, Herrington & Sutcliffe LLP  
9 The Orrick Building  
405 Howard Street  
San Francisco, CA 94105-2669

For Moore:

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

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

13 **10. COUNTERPARTS; SIGNATURES**

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

17 **11. COMPLIANCE WITH HEALTH AND SAFETY CODE SECTION 25249.7(f)**

18 Moore agrees to comply with the reporting form requirements referenced in Health and  
19 Safety Code section 25249.7(f).

20 **12. MODIFICATION**

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

24 **13. ENTIRE AGREEMENT**

25 This Consent Judgment contains the sole and entire agreement and understanding of the  
26 Parties with respect to the entire subject matter thereof, and any and all prior discussions,  
27 negotiations, commitments, and understandings related hereto. No representations, oral or  
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1 otherwise, express or implied, other than those contained herein have been made by any Party  
2 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be  
3 deemed to exist or to bind any of the Parties.

4 **14. AUTHORIZATION**

5 The undersigned are authorized to execute this Consent Judgment and have read,  
6 understood and agree to all of the terms and conditions of this Consent Judgment.

7  
8 **AGREED TO:**

9 Date: April 16, 2014

10  
11 By:   
12 John Moore

**AGREED TO:**

April    , 2014

13 By: \_\_\_\_\_  
14 Emmanuel Bruno  
15 Vice President and General Manager  
16 Norwood Promotional Products, LLC  
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1 otherwise, express or implied, other than those contained herein have been made by any Party  
2 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be  
3 deemed to exist or to bind any of the Parties.

4 **14. AUTHORIZATION**

5 The undersigned are authorized to execute this Consent Judgment and have read,  
6 understood and agree to all of the terms and conditions of this Consent Judgment.

7  
8 **AGREED TO:**

9 Date: April \_\_, 2014

10  
11 By: \_\_\_\_\_  
12 John Moore

**AGREED TO:**

April **25**, 2014

13 By: \_\_\_\_\_  
14 Emmanuel Bruno  
15 Vice President and General Manager  
16 Norwood Promotional Products, LLC  
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