

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

LEXINGTON LAW GROUP
Mark N. Todzo, State Bar No. 168389
Lucas Williams, State Bar No. 264518
503 Divisadero Street
San Francisco, CA 94117
Telephone: (415) 913-7800
Facsimile: (415) 759-4112
mtodzo@lexlawgroup.com
lwilliams@lexlawgroup.com

Attorneys for Plaintiff
CENTER FOR ENVIRONMENTAL HEALTH

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH,
on behalf of the public interest,

Plaintiff,

v.

SNOWGLOBE LLC; MTV NETWORKS
ENTERPRISES INC.; MTV NETWORKS
MUSIC PRODUCTIONS INC.; VIACOMCBS
INC.; and DOES 1 through 20, inclusive,

Defendants.

Case No.

[PROPOSED] CONSENT JUDGMENT

Complaint Filed: December 20, 2019
Trial Date: None

1 **1. INTRODUCTION**

2 **1.1.** This Consent Judgment is entered into by Plaintiff Center for Environmental
3 Health (“Plaintiff”) and Defendants SnowGlobe LLC, ViacomCBS Inc.(successor by merger to
4 Viacom Inc.), MTV Networks Enterprises Inc., and MTV Networks Music Productions Inc.
5 (“Settling Defendants”) to settle claims asserted by Plaintiff against Settling Defendants as set
6 forth in the operative Complaint in the matter of *Center for Environmental Health v. SnowGlobe*
7 *LLC, et al.*, Alameda Superior Court Case No. _____ (the “Action”). Plaintiff and Settling
8 Defendants are referred to collectively as the “Parties.”

9 **1.2.** On January 23, 2019, Plaintiff served a 60-Day Notice of Violation (the “Notice”)
10 relating to the California Safe Drinking Water and Toxic Enforcement Act of 1986, California
11 Health & Safety Code § 25249.5, *et seq.* (“Proposition 65”) on Settling Defendants, the California
12 Attorney General and the District Attorney for the County El Dorado. The Notice alleges
13 violations of Proposition 65 with respect to exposures to benzene allegedly caused by some or all
14 Settling Defendants’ operation of the SnowGlobe Music Festival located at the Bijou Community
15 Park, 1201 Al Tahoe Boulevard, South Lake Tahoe, California 96150, and various adjacent
16 properties (the “Festival”).

17 **1.3.** Settling Defendants are each a corporation or limited liability company that
18 employs ten (10) or more persons (for purposes of this Consent Judgment) and are, or are
19 affiliated with, corporations responsible for operating the Festival.

20 **1.4.** On December 20, 2019, Plaintiff filed the Action naming Settling Defendants as
21 defendants therein. In the Action, Plaintiff alleges that Settling Defendants’ use of diesel
22 generators and/or other activities at the Festival significantly contribute to the alleged benzene
23 exposures occurring at the Festival.

24 **1.5.** For purposes of this Consent Judgment only, the Parties stipulate that: (i) this
25 Court has jurisdiction over the allegations of violations contained in the Notice and Complaint
26 and personal jurisdiction over Settling Defendants as to the acts alleged in the Complaint;
27 (ii) venue is proper in the County of Alameda; and (iii) this Court has jurisdiction to enter this
28

1 Consent Judgment as a full and final resolution of all claims which were or could have been
2 raised in the Complaint based on the facts alleged in the Notice and Complaint with respect to
3 exposures to benzene at the Festival.

4 **1.6.** The Parties enter into this Consent Judgment as a full and final settlement of all
5 claims which were or could have been raised in the Complaint arising out of the facts or conduct
6 related to Settling Defendants alleged therein. By executing this Consent Judgment and agreeing
7 to comply with its terms, the Parties do not admit any fact, conclusion of law, or violation of law,
8 nor shall compliance with the Consent Judgment constitute or be construed as an admission by
9 the Parties of any fact, conclusion of law, or violation of law. Settling Defendants deny the
10 material, factual, and legal allegations in the Notice and Complaint and expressly deny any
11 wrongdoing whatsoever. Except as specifically provided herein, nothing in this Consent
12 Judgment shall prejudice, waive, or impair any right, remedy, argument, or defense any of the
13 Parties may have in this or any other pending or future legal proceedings. This Consent Judgment
14 is the product of negotiation and compromise and is accepted by the Parties solely for purposes of
15 settling, compromising, and resolving issues disputed in this Action.

16 **2. DEFINITIONS**

17 **2.1.** “Effective Date” means the date on which this Consent Judgment is entered by the
18 Court.

19 **2.2.** “Market Rates” means rates that cost no more than 25% more than the average
20 prevailing price for a good or service. If Settling Defendants do not perform the actions described
21 in Sections 3.1.1 and/or 3.1.2 because the cost of such performance will exceed Market Rates,
22 Settling Defendants shall provide CEH with sufficient information to support the cost analysis.

23 **2.3.** “Third-Party Technical Consultant” as used in Section 4.2, below, means the third-
24 party technical consultant with expertise in the field of emission monitoring, which the Parties
25 have separately agreed will be used for the design, implementation, and reporting of results for
26 the benzene emission monitoring conducted during the Festival beginning in December 2019.

27 **2.4.** “Third-Party Laboratory” as used in Section 4.2, below, means the laboratory
28

1 which the Parties have separately agreed will be used for analysis of benzene monitors used
2 during the Festival beginning in December 2019.

3 **3. INJUNCTIVE RELIEF**

4 **3.1. Reduction of Benzene Emissions.** As of the Effective Date, except as otherwise
5 set forth in Section 4.2, below, Settling Defendants shall take the following measures in an effort
6 to reduce the amount of benzene allegedly produced at or in association with the Festival:

7 **3.1.1. Usage of Bio-Diesel Buses for Transportation from California Cities.**

8 Settling Defendants shall switch from using diesel buses to using bio-diesel buses for
9 transportation to the Festival from San Francisco, San Jose, Oakland, Sacramento, Los Angeles
10 and San Diego (if the Festival contracts for buses from those locations for use by Festival
11 attendees), to the extent that the bus companies otherwise approved for use by the Festival have
12 bio-diesel buses available for use at Market Rates considering prices and availability within 100
13 miles of the respective locations from which the bio-diesel bus would initiate transport to the
14 Festival.

15 **3.1.2. Usage of Bio-Diesel Buses for Local Shuttling During the Festival.**

16 Settling Defendants shall switch from using diesel buses to using bio-diesel buses for its local
17 shuttle services (if any) during the Festival, to the extent that bus companies otherwise approved
18 for use by the Festival for those shuttle services have bio-diesel buses available for use at Market
19 Rates considering prices and availability within 100 miles of the City of South Lake Tahoe.
20 Settling Defendants also may comply with this section by using the bio-diesel buses used for
21 transportation from cities listed in Section 3.1.1 for some or all of its local shuttle bus service, at
22 Settling Defendants' discretion.

23 **3.1.3. Efforts to Eliminate Use of Diesel Generators.** CEH will, at its

24 discretion, contact the attorney for the City of South Lake Tahoe ("the City") regarding allowing
25 Settling Defendants to access the electrical power grid located within the City for the Festival,
26 which will allow Settling Defendants to reduce and/or eliminate the need for diesel generators.
27 Settling Defendant, SnowGlobe, LLC, will communicate with the City regarding the use of the
28

1 electrical power grid located within the City, pursuant to the August 15, 2019 letter from the City
2 Manager to SnowGlobe, LLC, confirming verbal discussions regarding infrastructure
3 improvements at the Festival’s venue, a copy of which letter previously has been provided by
4 Settling Defendants to Plaintiff.

5 **3.1.3.1. Use of Power Grid If Available.** To the extent (a) the City
6 has upgraded its electrical power infrastructure sufficiently to allow the Festival to safely and
7 effectively use the City’s electrical power grid; and (b) the total costs to the Festival for use of the
8 City’s electrical power grid, including any infrastructure costs, shall not exceed the cost for the
9 Festival to continue to use diesel generators, Settling Defendants shall use the City’s power grid
10 instead of diesel generators for the purposes of the Festival. Nothing in this Consent Judgment
11 shall prohibit the Festival from using diesel generators, including as a supplement to the City’s
12 electrical power grid, as back-up or emergency power, and/or for safety reasons.

13 **3.2. Clear and Reasonable Warnings.** As of the Effective Date, except as otherwise
14 set forth in Section 4.2, below, Settling Defendants shall provide warnings to the individuals
15 attending the Festival as set forth in Title 27 of the California Code of Regulations, §§ 25601,
16 25604, and 25605 (“the Safe Harbor Regulations”) by doing the following.

17 **3.2.1. Text of the Warnings.** The warnings provided in accordance with this
18 Section and the Safe Harbor Regulations shall state the following:



19
20 **WARNING**

21 Entering the area of the SnowGlobe Music Festival can expose you to chemicals
22 known to the State of California to cause cancer and birth defects or other
23 reproductive harm, including benzene produced at or by the Festival. For more
24 information go to www.P65Warnings.ca.gov.

25 **3.2.2. Warnings for Ticket Purchases.** As of the Effective Date, except as
26 otherwise set forth in Section 4.2 below, Settling Defendants shall provide a warning on its
27 website at the location where tickets and/or wristbands are sold. The warning language must be
28 prominently displayed in such a manner that it is likely to be read and understood as being

1 applicable to the Festival for which the ticket and or wristband is being purchased and must be
2 provided to the purchaser prior to the authorization of or actual payment by the purchaser. For
3 purposes of this Section 3.2.3, the warning language is not prominently displayed if the customer
4 must search for the warning language in the general content of Settling Defendants' Website.
5 Despite agreeing to this provision in this Consent Judgment, Settling Defendants do not agree that
6 there is any past or current regulatory obligation to provide a warning for the Festival by this
7 method.

8 **3.2.3. Signs at the Festival.** Settling Defendants shall prominently place
9 warning signs at all public entrances to the Festival, and the text on the sign must be in no smaller
10 than 72-point type containing the language set forth in Section 3.2.1. The signs shall be placed
11 with such conspicuousness so as to render the warning likely to be read and understood by an
12 ordinary individual entering the Festival grounds.

13 **4. DURATION OF CERTAIN OBLIGATIONS.**

14 **4.1.** Settling Defendants may choose to conduct monitoring pursuant to the procedures
15 in Section 4.2 below during the days of the Festival beginning in or after December 2019. In the
16 event that such monitoring demonstrates that benzene emissions from the three days of the
17 Festival to which the public is exposed, after subtracting background benzene air concentrations,
18 are below the safe harbor levels set for benzene by inhalation, Defendants' obligations under
19 Sections 3.1.1, 3.1.2, and 3.2.2 shall not be required at future Festivals. The safe harbor levels for
20 benzene are currently 13 micrograms per day as a carcinogen (the "Benzene NSRL") and 49
21 micrograms per day as a reproductive toxicant (the "Benzene MADL"). For purposes of this
22 Consent Judgment, the Parties agree that attendees at the Festival are present for a maximum of 8
23 hours per day for three days per annum and that the Benzene MADL represents a more sensitive
24 or lower exposure threshold than the Benzene NSRL.

25 **4.2.** The monitoring referenced in Section 4.1 above shall be conducted as follows.
26 Settling Defendants may contract with a Third-Party Technical Consultant to place monitors for
27 benzene emissions that are capable of detecting benzene at a level of 0.1 micrograms per cubic
28

1 meter, or lower, at numerous locations within the area bounded by the public entrances to the
2 Festival during the three days of the Festival, as determined by the Third-Party Technical
3 Consultant. In addition, the Third-Party Technical Consultant shall monitor to detect
4 representative background concentrations during the three days of the Festival, at a location that
5 is not impacted by the Festival's operations. The data from the monitors shall then be sent to a
6 Third-Party Laboratory to determine the benzene concentrations in the air within the Festival
7 grounds during the time of and as a result of the Festival's operation, after accounting for, *i.e.*,
8 subtracting, background benzene air concentrations ("Festival Benzene Concentrations"). To the
9 extent the average of the Festival Benzene Concentrations result in exposures below the safe
10 harbor levels for benzene inhalation, all Settling Defendants' obligations set forth in Sections
11 3.1.1, 3.1.2, and 3.2.2 shall permanently cease. To be clear, the monitoring described in this
12 Section 4.2 may occur as soon as the Festival occurring in December 2019.

13 **4.3.** If, prior to such time as (a) Settling Defendants conduct the monitoring described
14 in Section 4.2, and (b) Settling Defendants' obligations under Sections 3.1.1, 3.1.2, and 3.2.2
15 thereby cease, either of the safe harbor levels for benzene inhalation as established by OEHHA
16 change from the current levels, Section 4.1 will be deemed amended to conform to such lower
17 level(s). Should such change occur after Settling Defendants' obligations under Sections 3.1.1,
18 3.1.2, and 3.2.2 permanently cease as a result of the monitoring conducted pursuant to Section
19 4.2, Settling Defendants' obligations under Sections 3.1.1., 3.1.2, and 3.2.2 shall not be reinstated.

20 **5. PAYMENTS**

21 **5.1.** Settling Defendants shall pay Plaintiff the total sum of \$60,000, which shall be
22 allocated as follows:

23 **5.1.1.** \$7,770 as a civil penalty pursuant to California Health & Safety Code
24 § 25249.7(b), such money to be apportioned by Plaintiff in accordance with California Health &
25 Safety Code § 25249.12 (25% to Plaintiff and 75% to the State of California's Office of
26 Environmental Health Hazard Assessment). Accordingly, Settling Defendants shall pay the
27 OEHHA portion of the Civil Penalty payment for \$5,828 by check made payable to OEHHA and
28

1 associated with taxpayer identification number 68-0284486. This payment shall be delivered as
2 follows:

3 For United States Postal Service Delivery:
4 Attn: Mike Gyurics
5 Fiscal Operations Branch Chief
6 Office of Environmental Health Hazard Assessment
7 P.O. Box 4010, MS #19B
8 Sacramento, CA 95812-4010

9 For Non-United States Postal Service Delivery:

10 Attn: Mike Gyurics
11 Fiscal Operations Branch Chief
12 Office of Environmental Health Hazard Assessment
13 1001 I Street, MS #19B
14 Sacramento, CA 95814

15 The CEH portion of the civil penalty payment for \$1,942 shall be made Payable to the Center for
16 Environmental Health and associated with taxpayer identification number 94-3251981. This
17 payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA
18 94117.

19 **5.1.2.** \$5,830 as an Additional Settlement Payment (“ASP”) in lieu of civil
20 penalty to CEH pursuant to California Health & Safety Code § 25249.7(b), and California Code
21 of Regulations, Title 11, § 3204. CEH intends to place these funds in CEH’s Toxics and Youth
22 Fund and use them to: (1) support CEH programs and activities that seek to educate the public
23 about benzene and other toxic chemicals in products and areas frequented by youth; (2) expand its
24 use of social media to communicate with Californians about the risks of youth exposures to
25 benzene and other toxic chemicals and about ways to reduce those exposures; and (3) work with
26 industries that expose youths to toxic chemicals to reduce such exposures, and thereby reduce the
27 public health impacts and risks of exposures to benzene and other toxic chemicals in California.
28 CEH shall obtain and maintain adequate records to document that ASPs are spent on these
activities and CEH agrees to provide such documentation to the Attorney General within thirty
(30) days of any request from the Attorney General. The payment pursuant to this Section shall
be made payable to the Center for Environmental Health and associated with taxpayer

1 identification number 94-3251981. This payment shall be delivered to Lexington Law Group,
2 503 Divisadero Street, San Francisco, CA 94117.

3 **5.1.3.** \$46,400 as a reimbursement of a portion of Plaintiff's reasonable
4 attorney's fees and costs. The attorneys' fees and cost reimbursement shall be made in two
5 separate checks as follows: (a) \$37,750 payable to the Lexington Law Group and associated with
6 taxpayer identification number 94-3317175; and (b) \$8,650 payable to the Center for
7 Environmental Health and associated with taxpayer identification number 94-3251981. Both of
8 these payments shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco,
9 CA 94117.

10 **5.1.4.** The payments required under Sections 5.1.1-5.1.3 shall be made in five (5)
11 separate checks, all to be delivered within thirty (30) days following the Effective Date as
12 summarized below.

13 **5.1.5.** To summarize, Settling Defendants shall deliver checks made out to the
14 payees and in the amounts set forth below:

15 Payee	Type	Amount	Deliver To
16 OEHHA	Penalty	\$5,828	OEHHA per Section 5.1.1
17 CEH	Penalty	\$1,942	LLG
18 CEH	ASP	\$5,830	LLG
19 CEH	Fee and Cost	\$8,650	LLG
20 Lexington Law Group	Fee and Cost	\$37,750	LLG

21
22 **6. ENFORCEMENT OF CONSENT JUDGMENT.**

23 **6.1.** Plaintiff may, by motion or application for an order to show cause before the
24 Superior Court of Alameda County, enforce the terms and conditions contained in this Consent
25 Judgment. Prior to bringing any motion or application to enforce the requirements of Sections 3
26 and 4 above, Plaintiff shall meet and confer regarding the basis for Plaintiff's anticipated motion
27 or application in an attempt to resolve it informally, including providing Settling Defendants a
28

1 reasonable opportunity of at least 30 days to cure any alleged violation. Should such attempts at
2 informal resolution fail, Plaintiff may file its enforcement motion or application. The prevailing
3 party on any motion to enforce this Consent Judgment shall be entitled to its reasonable attorney's
4 fees and costs incurred as a result of such motion or application. This Consent Judgment may
5 only be enforced by the Parties.

6 **7. MODIFICATION OF CONSENT JUDGMENT**

7 **7.1.** This Consent Judgment may only be modified by written agreement of Plaintiff
8 and Settling Defendants with approval by the Court, or upon motion of Plaintiff or Settling
9 Defendants as provided by law.

10 **8. CLAIMS COVERED AND RELEASED**

11 **8.1. Plaintiff Release in the Public Interest.** Provided Settling Defendants comply in
12 full with their obligations under Section 5 hereof, this Consent Judgment is a full, final, and
13 binding resolution between Plaintiff acting in the public interest and Settling Defendants and
14 Settling Defendants' current, former, and future parents, officers, directors, shareholders,
15 divisions, subdivisions, subsidiaries, affiliates, and their respective successors and assigns
16 ("Defendant Releasees"), of all claims alleged in the Complaint in this Action arising from any
17 violation of Proposition 65 that have been or could have been asserted in the public interest
18 against Settling Defendants and Defendant Releasees, regarding the failure to warn about
19 exposures to benzene at the Festival prior to the Effective Date.

20 **8.2. Plaintiff Release on Behalf of Itself.** Provided Settling Defendants comply in full
21 with their obligations under Section 5 hereof, Plaintiff, for itself, releases, waives, and forever
22 discharges any and all claims alleged in the Complaint against Settling Defendants and Defendant
23 Releasees arising from any violation of Proposition 65 that have been or could have been asserted
24 regarding the failure to warn about exposures to chemicals at the Festival addressed by the
25 warning in Section 3.2.1, above, prior to the Effective Date.

26 **8.3.** Provided Settling Defendants comply in full with their obligations under Section 5
27 hereof, compliance with the terms of this Consent Judgment by Settling Defendants and the
28

1 Defendant Releasees shall constitute compliance with Proposition 65 by Settling Defendants and
2 Defendant Releasees with respect to any alleged failure to warn at the Festival after the Effective
3 Date.

4 **9. PROVISION OF NOTICE**

5 **9.1.** When any Party is entitled to receive any notice under this Consent Judgment, the
6 notice shall be sent by first class and electronic mail as follows:

7 **9.1.1. Notices to Settling Defendants.** The persons for Settling Defendants to
8 receive notices pursuant to this Consent Judgment shall be:

9 Gabrielle Sigel and/or Steve Siros
10 Jenner & Block LLP
11 335 N. Clark Street
12 Chicago, IL 60654-3456
13 GSigel@jenner.com/Ssiros@jenner.com

14 and

15 Emily Stubbs
16 Senior Vice President, Intellectual Property & Litigation
17 Viacom International Inc.
18 1515 Broadway, 33rd Floor
19 New York, New York 10036
20 emily.stubbs@viacom.com
21 With copy to: legalnotices@viacom.com

22 **9.1.2. Notices to Plaintiff.** The persons for Plaintiff to receive notices pursuant
23 to this Consent Judgment shall be:

24 Mark Todzo
25 Lexington Law Group
26 503 Divisadero Street
27 San Francisco, CA 94117
28 mtodzo@lexlawgroup.com

9.2. Any Party may modify the person and address to whom the notice is to be sent by
sending the other Parties notice by first class and electronic mail.

10. COURT APPROVAL

10.1. This Consent Judgment shall become effective on the Effective Date, provided
however, that Plaintiff shall prepare and file a Motion for Approval of this Consent Judgment and
Settling Defendants shall support approval of such Motion.

1 **10.2.** If this Consent Judgment is not entered by the Court, it shall be of no force or
2 effect and shall not be introduced into evidence or otherwise used in any proceeding for any
3 purpose.

4 **11. GOVERNING LAW AND CONSTRUCTION**

5 **11.1.** The terms and obligations arising from this Consent Judgment shall be construed
6 and enforced in accordance with the laws of the State of California.

7 **11.2.** This Consent Judgment shall apply to and be binding upon CEH and Settling
8 Defendants, and their respective divisions, subdivisions, and subsidiaries, and the successors or
9 assigns of any of them.

10 **12. ENTIRE AGREEMENT**

11 **12.1.** This Consent Judgment contains the sole and entire agreement and understanding
12 of Plaintiff and Settling Defendants with respect to the entire subject matter hereof, and any and
13 all prior discussions, negotiations, commitments, or understandings related thereto, if any, are
14 hereby merged herein and therein.

15 **12.2.** There are no warranties, representations, or other agreements between Plaintiff and
16 Settling Defendants except as expressly set forth herein. No representations, oral or otherwise,
17 express or implied, other than those specifically referred to in this Consent Judgment have been
18 made by any Party hereto.

19 **12.3.** No other agreements not specifically contained or referenced herein, oral or
20 otherwise, shall be deemed to exist or to bind any of the Parties hereto. Any agreements
21 specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind
22 any of the Parties hereto only to the extent that they are expressly incorporated herein.

23 **12.4.** No supplementation, modification, waiver, or termination of this Consent
24 Judgment shall be binding unless executed in writing by the Party to be bound thereby.

25 **12.5.** No waiver of any of the provisions of this Consent Judgment shall be deemed or
26 shall constitute a waiver of any of the other provisions hereof whether or not similar, nor shall
27 such waiver constitute a continuing waiver.

28

1 **13. RETENTION OF JURISDICTION**

2 **13.1.** This Court shall retain jurisdiction of this matter to implement or modify the
3 Consent Judgment.

4 **14. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

5 **14.1.** Each signatory to this Consent Judgment certifies that he or she is fully authorized
6 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and
7 execute the Consent Judgment on behalf of the Party represented and to legally bind that Party.

8 **15. NO EFFECT ON OTHER SETTLEMENTS**

9 **15.1.** Nothing in this Consent Judgment shall preclude Plaintiff from resolving any
10 claim against another entity on terms that are different from those contained in this Consent
11 Judgment.

12 **16. EXECUTION IN COUNTERPARTS**

13 **16.1.** The stipulations to this Consent Judgment may be executed in counterparts and by
14 means of email or facsimile, which taken together shall be deemed to constitute one document.

15 **IT IS SO STIPULATED:**

16 **CENTER FOR ENVIRONMENTAL HEALTH**

17
18  

19 _____
20 Michael Green
21 Director

22 **SNOWGLOBE LLC**

23
24 _____
25 Signature

26 _____
27 Printed Name

28 _____
Title

1 **13. RETENTION OF JURISDICTION**

2 **13.1.** This Court shall retain jurisdiction of this matter to implement or modify the
3 Consent Judgment.

4 **14. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

5 **14.1.** Each signatory to this Consent Judgment certifies that he or she is fully authorized
6 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and
7 execute the Consent Judgment on behalf of the Party represented and to legally bind that Party.

8 **15. NO EFFECT ON OTHER SETTLEMENTS**

9 **15.1.** Nothing in this Consent Judgment shall preclude Plaintiff from resolving any
10 claim against another entity on terms that are different from those contained in this Consent
11 Judgment.

12 **16. EXECUTION IN COUNTERPARTS**

13 **16.1.** The stipulations to this Consent Judgment may be executed in counterparts and by
14 means of email or facsimile, which taken together shall be deemed to constitute one document.

15 **IT IS SO STIPULATED:**

16 **CENTER FOR ENVIRONMENTAL HEALTH**

17
18

19 _____
20 Michael Green
21 Director

22 **SNOWGLOBE LLC**

23 
24 _____
25 Signature

26 Emily Stubbs
27 _____
28 Printed Name
Senior Vice President & Assistant Secretary

Title

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

VIACOMCBS INC.



Signature

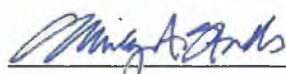
Emily Stubbs

Printed Name

Authorized Signatory

Title

MTV NETWORKS ENTERPRISES INC.



Signature

Emily Stubbs

Printed Name

Vice President & Assistant Secretary

Title

MTV NETWORKS MUSIC PRODUCTIONS INC.



Signature

Emily Stubbs

Printed Name

Senior Vice President & Assistant Secretary

Title

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

IT IS SO ORDERED:

Dated: _____, 2019

Judge of the Superior Court