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2 MATT BOGOSHIAN – SBN 137311
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3 1200 Aguajito Road, Room 301
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4 (831) 647-7770

STEVE COOLEY
District Attorney of Los Angeles County
By STANLEY P. WILLIAMS – SBN 106658
Assistant Head Deputy District Attorney
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201 N. Figueroa Street, Suite 1200
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FILED

OCT 25 2005

LISA M. GALDOS
CLERK OF THE SUPERIOR COURT
DEPUTY

5 JAMES P. WILLETT
District Attorney of San Joaquin County
By David J. Irej – SBN 142864
6 Supervising Deputy District Attorney
Environmental Prosecutions Unit
P.O. Box 990
7 Stockton, California 95201

MICHAEL A. RAMOS
District Attorney of San Bernardino County
By GLENN YABUNO, SBN 109471
Environmental Prosecutions Unit
412 West Hospitality Lane, Suite 301
San Bernardino, California 94215-0023

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **IN AND FOR THE COUNTY OF MONTEREY**

10 PEOPLE OF THE STATE OF CALIFORNIA,) Case No.: M76469
11 Plaintiff,)
12 vs.)
13 LENSRAFTERS, INC.)
Defendants) **ENTRY OF FINAL JUDGMENT**

14
15 Plaintiff, PEOPLE OF THE STATE OF CALIFORNIA, having filed its Complaint herein; and
16 Defendant, LENSRAFTERS, INC., having acknowledged service of the Complaint; and Plaintiff
17 appearing through, Dean D. Flippo, District Attorney of Monterey County, by Matt Bogoshian, Deputy
18 District Attorney, and James P. Willett, District Attorney of San Joaquin County, by David Irej,
19 Supervising Deputy District Attorney, and Steve Cooley, District Attorney of Los Angeles County, by
20 Stanley P. Williams, Assistant Head Deputy District Attorney, and Michael A. Ramos, District Attorney
21 of San Bernardino County, by Glenn Yabuno, Supervising Deputy District Attorney, and Defendant, and
22 pursuant to the written Consent Agreement and Stipulation for Entry of Final Judgment, Plaintiff and
23 Defendant Having consented to the entry of this Final Judgment without the taking of evidence, and
24 without trial or adjudication of any of facts herein and without this Final Judgment constituting any
25 evidence or admission by said Defendant regarding any issue of fact alleged in Plaintiff's Complaint,
26 and good cause appearing;
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IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

A. This action is brought under California law and this Court has jurisdiction over the subject matter hereof and the parties hereto.

B. The Consent Agreement and Stipulation for Entry of Final Judgment, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, is hereby entered by the Court and shall constitute the Final Judgment in the above-entitled matter.

C. This Final Judgment shall take effect immediately upon entry hereof.

IT IS SO ORDERED

Dated: OCT 25 2005 2005

ROBERT O'FARRELL

JUDGE OF THE SUPERIOR COURT

EXHIBIT A

Consent Agreement and Stipulation for Entry of Final Judgment

1 DEAN D. FLIPPO
District Attorney of the County of Monterey
2 MATT BOGOSHIAN - SBN 137311
Deputy District Attorney
3 Environmental Prosecutions Unit
1200 Aguajito Road, Room 301
4 Monterey, CA 93940
(831) 647-7770 Telephone
5 (831) 647-7762 Facsimile

6 JAMES P. WILLET
District Attorney of San Joaquin County
7 State Bar Membership No. 48474
By: DAVID J. IREY - SBN 142864
8 Supervising Deputy District Attorney
Environmental Prosecutions Unit
9 P.O. Box 990
Stockton, CA 95201

10 STEVE COOLEY
11 District Attorney of Los Angeles County
By: STANLEY P. WILLIAMS - SBN 106658
12 ~~Assistant Head Deputy District Attorney~~
Environmental Prosecutions Unit
13 201 N. Figueroa Street, Suite 1200
Los Angeles, CA 90012

14 MICHAEL A RAMOS
15 District Attorney of San Bernardino County
By: GLENN YABUNO, SBN 109471
16 Supervising Deputy District Attorney
Environmental Prosecutions Unit
17 412 West Hospitality Lane, Suite 301
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18
19 Attorneys for Plaintiff PEOPLE OF THE STATE OF CALIFORNIA
20

21 SUPERIOR COURT OF THE STATE OF CALIFORNIA
22 FOR THE COUNTY OF MONTEREY

23 PEOPLE OF STATE OF CALIFORNIA,

24 Plaintiff

25 vs.

26 LENS CRAFTERS, INC.

27 Defendant
28

No.
CONSENT AGREEMENT AND
STIPULATION FOR ENTRY OF
FINAL JUDGMENT

1 PLAINTIFF, PEOPLE OF THE STATE OF CALIFORNIA ("People"), brings its
2 action by and through DEAN D. FLIPPO, District Attorney of Monterey County
3 ("Monterey D.A."), and by and through JAMES P. WILLETT, District Attorney of San
4 Joaquin County ("San Joaquin D.A."), and by and through STEVE COOLEY, District
5 Attorney of Los Angeles County ("L.A. D.A."), and by and through MICHAEL A.
6 RAMOS, District Attorney of San Bernardino County ("San Bernardino D.A."),
7 collectively referred to as "the District Attorneys," and hereby STIPULATE AS
8 FOLLOWS:

9 WHEREAS, LensCrafters, Inc. ("LensCrafters" or "Defendant") is an Ohio
10 corporation, with corporate offices located at 4000 Luxottica Place, Mason, Ohio.
11 LensCrafters is authorized to conduct business in and operates retail stores in the State of
12 California.

13 WHEREAS, as part of the lens finishing process in its retail stores, Defendant
14 utilizes a polycarbonate coating material which is applied to some optical lenses, if
15 specifically requested by customers. This coating is applied to an optical lens in a machine
16 that is specifically designed for such application, where it is then cured onto the lens by
17 ultraviolet (UV) light. A small amount of overspray results from the application process
18 and this excess material (several ounces) is collected in an enclosed, labeled container
19 within the machine.

20 WHEREAS, based on the potential ignitability and potential toxicity of the coating,
21 the coating waste generated by Defendant may exhibit characteristics of hazardous waste
22 pursuant to Title 22 of the California Codified Regulations, Sections 66261.21 and
23 66261.24.

24 WHEREAS, Defendant treats the liquid coating waste daily in its stores.
25 Defendant's treatment process involves curing several ounces of the coating waste by
26 polymerizing it into a solid through the application of UV light in a specially designed
27 machine. Defendant's previous procedure for disposing of this waste was to cure it each
28 day into a solid form under the UV light, and to then place it in the trash for disposal along

1 with all other waste generated in the store that day. This treatment activity is conducted
2 pursuant to the conditional exemption for specified waste streams ("CESW") provisions
3 found in Section 25201.5(c) of the California Health and Safety Code.

4 WHEREAS, Plaintiff investigated Defendant's compliance with Chapter 6.5 of the
5 California Health and Safety Code associated with Defendant's treatment and disposal of
6 the polycarbonate coating waste.

7 WHEREAS, based upon Plaintiff's investigation, Plaintiff believes that Defendant's
8 previous practices involving the treatment and disposal of the coating waste generated in
9 the Defendant's retail stores failed to fully comply with the requirements of Chapter 6.5,
10 Division 20 of the California Health and Safety Code.

11 WHEREAS, Defendant undertook several actions with respect to its management
12 and disposal of the coating waste, as described herein, which Plaintiff acknowledges
13 corrected the alleged noncompliance with the Health and Safety Code.

14 WHEREAS, Plaintiff asserts that Defendant's failure to comply with the applicable
15 requirements of Chapter 6.5, Division 20 of the California Health and Safety Code
16 constitutes unfair and/or unlawful business practices, within the meaning of "unfair
17 competition" under Section 17200 of the California Business and Professions Code. By
18 virtue of Defendant's alleged Health and Safety Code violations, Plaintiff asserts that
19 Defendant has engaged in unfair competition prohibited by California Business and
20 Professions Code §17200 - §17208.

21 WHEREAS, Plaintiff agrees that Defendant cooperated with the District Attorneys'
22 investigation by, among other things, meeting with the District Attorneys, responding to
23 most requests for information regarding Defendant's business practices, and taking
24 proactive steps to improve its management and disposal of the polycarbonate coating
25 waste.

26 WHEREAS, Plaintiff has engaged in settlement negotiations with the Defendant
27 prior to the initiation of litigation over the alleged Health and Safety Code and Business
28 and Professions Code violations described herein. Plaintiff and Defendant (hereinafter

1 collectively referred to as “the Parties”) have agreed to settle the alleged violations without
2 litigation and by lodging this proposed Consent Agreement and Stipulation for Entry of
3 Final Judgment (hereinafter “Consent Judgment”) simultaneously with a Complaint.
4 Plaintiff believes that the resolution of the violations alleged in the Complaint is fair and
5 reasonable and fulfills Plaintiff’s enforcement objectives, that no further action is
6 warranted concerning the violations alleged in the Complaint, except as provided pursuant
7 to this Consent Judgment, and that this Consent Judgment is in the best interest of the
8 general public.

9 **1. INTRODUCTION**

10 In this action, Plaintiff filed a civil complaint (the “Complaint”) in Monterey
11 County Superior Court against Defendant. The Parties settle this action on the terms set
12 forth in this Consent Agreement and Stipulation for Entry of Final Judgment (hereinafter
13 “Consent Judgment”).

14 **2. COMPLAINT**

15 The Complaint alleges that Defendant failed to comply with the requirements of
16 Chapter 6.5, Division 20 of the California Health and Safety Code arising from
17 Defendant’s treatment and disposal of waste generated from the application of
18 polycarbonate coating to optical lenses in Defendant’s retail stores in California (identified
19 in Exhibit “A” to the Complaint and referred to herein as the “Covered Facilities”).
20 Plaintiff asserts that these alleged violations constitute unfair and/or unlawful business
21 practices, within the meaning of “unfair competition” under Section 17200 of the
22 California Business and Professions Code. The Plaintiff alleges that, by virtue of its
23 Health and Safety Code violations, Defendant has engaged in unfair competition
24 prohibited by California Business and Professions Code §17200 - §17208. A true and
25 accurate copy of the Complaint is attached as Exhibit “A” hereto.

26 **3. JURISDICTION**

27 Plaintiff and Defendant agree that the Superior Court of California, County of
28 Monterey, has subject matter jurisdiction over the matters alleged in this action and

1 personal jurisdiction over the Parties to this Consent Judgment.

2 **4. SETTLEMENT OF DISPUTED CLAIMS**

3 Defendant expressly denies the allegations in the Complaint and the Consent
4 Judgment. The Consent Judgment is not an admission by Defendant regarding any issue
5 of law or fact in the above-captioned matter or of any violation of any law. The Parties
6 enter into this Consent Judgment pursuant to a compromise and settlement of disputed
7 claims set forth in the Complaint for the purpose of furthering the public interest.
8 Defendant waives its right to a hearing on any matter covered by the Complaint prior to the
9 entry of this Consent Judgment.

10 **5. PAYMENTS FOR PENALTIES, COST REIMBURSEMENT,**
11 **ENVIRONMENTAL PROTECTION ENFORCEMENT AND OTHER**
12 **PROJECTS**

13 **5.1 Amount of Payment:**

14 Defendant will pay a total of \$474,422.00 to be allocated as follows:

15 a. \$109,000.00 in civil penalties under the Business and Professions
16 Code § 17200 to be split as follows:

- 17 1. \$43,600.00 Monterey County District Attorney
- 18 2. \$21,800.00 San Joaquin County District Attorney
- 19 3. \$21,800.00 San Bernardino County District Attorney
- 20 4. \$21,800.00 Los Angeles County District Attorney

21 b. \$109,000.00 in lieu of civil penalties to further environmental law
22 enforcement in California to be split as follows:

- 23 1. \$25,000.00 to Westerns States Project to be used to pay for the
24 Spring 2006 Environmental Law Enforcement Training Class
25 produced in conjunction with FLETC in San Luis Obispo.
- 26 2. \$25,000.00 to California Hazardous Materials Investigators
27 Association
- 28 3. \$12,500.00 to the California District Attorney's Association

1 Circuit Prosecutor Project

2 4. \$12,500.00 to the California District Attorney's Association
3 Training Account

4 5. \$34,000.00 to the California Environmental Protection Prosecution
5 Fund administered by the California Attorney General

6 c. \$32,000.00 worth of vouchers in lieu of civil penalties. Defendant agrees
7 to provide 400 vouchers, each good for an eye exam and a free pair of
8 glasses, to be distributed to needy residents of California in the Counties.
9 The face value of these vouchers is \$32,000.00 and their retail value is
10 substantially higher.

11 d. \$31,000.00 in costs to be disbursed as follows:

- 12 1. \$9,209.00 Monterey County District Attorney
- 13 2. \$7,100.00 Monterey County Health Department
- 14 3. \$4,500.00 San Joaquin County District Attorney
- 15 4. \$605.00 San Joaquin County Health Department
- 16 5. \$2,500.00 San Bernardino County District Attorney
- 17 6. \$2,430.00 San Bernardino County Health Department
- 18 7. \$4,656.00 Los Angeles County District Attorney

19 e. Defendant has incurred costs in the amount of \$77,392 and will continue
20 to incur additional costs for waste transport and disposal on an ongoing
21 basis, as set forth in Exhibit "B" for the following environmental
22 projects, which Plaintiff recognizes as proactive measures associated with
23 Defendant's management of the polycarbonate coating waste and which
24 the Parties have valued at \$193,422:

- 25 1. Updated forms submitted to Certified Unified Program Agencies.
- 26 2. Development of emergency preparedness/contingency plans.
- 27 3. Implementation of a revised procedure for managing coating waste
28 in accordance with hazardous waste accumulation rules, including the

1 on-site storage of cured coating waste in an appropriate container and
2 arranging for disposal at a licensed hazardous waste disposal facility.

3 5.2 **Procedure for Payment:** Defendant shall satisfy its payment obligations to
4 the Plaintiff under Paragraph 5.1 as follows:

5 a. Payment of civil penalties, including distribution of vouchers, shall be
6 made within 30 days of entry of this Consent Judgment.

7 b. Reimbursement of costs of investigation shall be made within 30 days
8 of entry of this Consent Judgment.

9 5.3 **Delivery of Payment Checks:**

10 a. All payments shall be delivered to:

11 Office of the District Attorney, Monterey County
12 Attention: Matt Bogoshian, Deputy District Attorney
13 Monterey County Courthouse, Room 301
14 1200 Aguajito Road
15 Monterey, CA 93940

16 b. A photocopy of all payments made pursuant to Paragraph 5.1 shall
17 be sent, at the time that they are delivered for payment, to Plaintiff
18 representative as identified in Paragraph 8.

19 **6. INJUNCTIVE RELIEF**

20 Pursuant to the California Health and Safety Code, Section 25181, the Business and
21 Professions Code Section 17203 and the Court's equitable powers, Defendant shall
22 manage its coating waste in accordance with applicable laws and regulations, which may
23 include treating the coating in accordance with the CESW provisions, accumulating the
24 cured coating waste in a labeled container in each store, and arranging for the waste to be
25 disposed of at a licensed disposal facility as set forth in paragraph 5.1(e) of this Consent
26 Judgment. Any violation of the injunction required by this Consent Judgment shall be
27 considered separate and in addition to any violation of those underlying provisions.

28 **7. MATTERS COVERED BY THIS CONSENT JUDGMENT**

7.1 Except as provided in Paragraph 7, the Consent Judgment is a final and
binding resolution and settlement of all claims, violations or causes of action alleged by

1 the Complaint in this matter or which could have been asserted, according to statute, by or
2 through the People of the State of California based on the specific facts alleged in the
3 Complaint against- Defendant and its subsidiaries, corporate parents, each of its affiliates
4 and parents, successors, heirs, assigns, and its officers, directors, partners, employees,
5 representatives, agents, and property owners. In the event that litigation is filed by an
6 entity which is not a party to this action against Defendant based upon a claim, violations
7 or causes of action alleged by the Complaint in this matter, or which could have been
8 asserted based on the specific facts alleged in the Complaint, Defendant shall notify
9 Plaintiff within thirty (30) days of service of such litigation on Defendant. After notice,
10 upon request by Defendant, Plaintiff will appear in such subsequent litigation to explain
11 the effect of this Consent Judgment. If Plaintiff determines that the subsequent litigation is
12 barred by the Consent Judgment, Plaintiff will support Defendant, including filing
13 appropriate declarations with the court in arguing that the subsequent litigation is barred by
14 the principle of res judicata.

15 7.2. The provisions of Paragraph 7.1 are expressly conditioned on Defendant's
16 full payment of the civil penalty and costs by the deadlines specified in paragraph 5.2 of
17 this Consent Judgment.

18 7.3 Paragraphs 7.1 and 7.2 have no effect on the ability of Plaintiff to enforce the
19 terms of the Consent Judgment. Moreover, this Court retains exclusive jurisdiction to
20 address any future claims for injunctive relief, penalty assessments, or other relief against
21 Defendant arising from or related to any alleged or actual violations of the Consent
22 Judgment.

23 7.4 The matters which are addressed as set forth in Paragraph 7.1 or which are
24 subject to this Court's continuing jurisdiction pursuant to paragraph 7.3 are a "Covered
25 Matter."

26 7.5 Any violations of law, statute, regulation or ordinance which are based on
27 facts not expressly alleged by the Complaint or addressed as a Covered Matter are not
28 resolved, settled, or covered by this Consent Judgment.

1 7.6 Defendant covenants not to sue or pursue any civil or administrative claims
2 against Plaintiff or agencies of the State of California, any counties of the State of
3 California or any Certified Unified Program Agency, Participating Agency or Unified
4 Program Agency as those terms are defined pursuant to Health and Safety Code section
5 25281(d)(1)(2) and (3), or their officers, employees, representatives, agents or attorneys
6 arising out of or related to any matter expressly addressed by this Consent Judgment,
7 except for the purpose of enforcing Plaintiff's obligations under this Consent Judgment.

8 7.7 Notwithstanding any other provision of the Consent Judgment, any claims or
9 causes of action of performance of cleanup, corrective action or response action, or claims
10 or causes of action for criminal penalties, civil penalties, damages, injunctive relief, or
11 recovery of response costs concerning or arising out of possible or actual past or future
12 releases, spills, leaks, discharges or disposal of hazardous wastes or hazardous substances
13 caused or contributed to by Defendant at locations at or around the Covered Facilities are
14 not resolved by this Consent Judgment, and such claims or causes of action are reserved by
15 the People of the State of California.

16 7.8 Except as provided by this Consent Judgment, the Parties reserve the right to
17 pursue any claims not covered by this Consent Judgment and reserve any and all defenses
18 to such reserved claims.

19 **8. NOTICE**

20 All submissions and notices required by this Consent Judgment shall be sent to:

21 For Plaintiff:

22 Matt Bogoshian, Esq.
23 Deputy District Attorney
24 Environmental Prosecution Unit
25 Office of the District Attorney, Monterey County
26 1200 Aguajito Road, Room 301
27 Monterey, California 93940.

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1 For Defendant:

2 Robin R. Wilson, Esq.
3 Senior Attorney
4 Luxottica Retail
4000 Luxottica Place
Mason, OH 45040

5 Any Party may change the address for purpose of notices to that Party by a notice
6 specifying a new address, but no such change is effective until it is actually received by the
7 Party sought to be charged with its contents. All notices and other communications
8 required or permitted under this Consent Judgment that are addressed as provided in this
9 Paragraph are effective upon delivery if delivered personally or by overnight mail are
10 effective five (5) days following deposit in the United States mail, postage prepaid, if
11 delivered by mail.

12 **9. EFFECT OF JUDGMENT**

13 Except as expressly provided in this Consent Judgment, nothing in this Consent
14 Judgment is intended nor shall it be construed to preclude Plaintiff or any state agency,
15 department, board or entity, any county, or any Certified Unified Program Agency,
16 Participating Agency, Unified Program Agency or any other local agency from exercising
17 its authority under any law, statute, or regulation with respect to Defendant at the Covered
18 Facilities.

19 **10. PLAINTIFF IS NOT LIABLE**

20 Plaintiff shall not be liable for any injury or damage to persons or property resulting
21 from acts or omissions by Defendant, its directors, officers, employees, agents,
22 representatives or contractors in carrying out activities pursuant to this Consent Judgment,
23 nor shall Plaintiff be held as a party to or guarantor of any contract entered into by
24 Defendant, its directors, officers, employees, agents, representatives or contractors in
25 carrying out activities required pursuant to this Consent Judgment.

26 **11. NO WAIVER OF RIGHT TO ENFORCE**

27 The failure of Plaintiff to enforce any provision of this Consent Judgment shall in
28 no way be deemed a waiver of such provision, or in any way affect the validity of this

1 Consent Judgment. The failure of the Plaintiff to enforce any such provision shall not
2 preclude it from later enforcing the same or any provision of this Consent Judgment. No
3 oral advice, guidance, suggestions or comments by employees or officials of any Party
4 regarding matters covered in this Consent Judgment shall be construed to relieve any Party
5 of its obligations required by this Consent Judgment.

6 **12. REGULATORY CHANGES**

7 Nothing in this Consent Judgment shall excuse Defendant from meeting any
8 different requirements which may be imposed hereafter by changes in applicable and
9 legally binding legislation or regulations.

10 **13. APPLICATION OF CONSENT JUDGMENT**

11 This Consent Judgment shall apply to and be binding upon Plaintiff, Defendant and
12 the successors or assigns of each of them.

13 **14. AUTHORITY TO ENTER CONSENT JUDGMENT**

14 Each signatory to this Consent Judgment certifies that he or she is fully authorized
15 by the Party he or she represents to enter into this Consent Judgment, to execute it on
16 behalf of the Party represented and legally to bind that Party.

17 **15. CONTINUING JURISDICTION**

18 The Court shall retain continuing jurisdiction to enforce the terms of this Consent
19 Judgment, to address any other matters arising out of or regarding this Consent Judgment
20 and to enable any Party to apply to the Court at any time for the modification or
21 termination of the injunctive provisions herein.

22 **16. LIABILITY FOR NONCOMPLIANCE BY DEFENDANT**

23 Plaintiff may move this Court to enjoin Defendant from any violation of any
24 provision of this Consent Judgment and for civil penalties for violation of the Consent
25 Judgment ("Enforcement of Judgment Claims"). Upon a determination by this Court,
26 Defendant shall be liable for civil penalties as provided by law, including but not limited to
27 Business and Professions Code section 17206, for each violation of the provisions of the
28 Consent Judgment, -except that Defendant shall be liable for a stipulated civil penalty of

1 \$25,000 for each day that the payments required pursuant to Paragraph 5.2 are not paid to
2 the specified entity in accordance with this Consent Judgment.

3 Any penalties or other relief sought by Plaintiff for alleged violations of this
4 Consent Judgment shall be sought by noticed motion. Plaintiff shall notify Defendant in
5 writing of such alleged violations, including providing the date, place and substance of the
6 alleged violation, and shall thereafter meet and confer with Defendant within twenty (20)
7 business days of such written notice prior to filing such motion. The Parties shall negotiate
8 in good faith in an effort to resolve any further penalty assessments or other relief pursuant
9 to this Paragraph without judicial intervention. Defendant reserves all defenses in law and
10 equity with regard to any such Enforcement of Judgment Claims, including the amount of
11 any penalties sought.

12 **17. INTEGRATION**

13 This Consent Judgment constitutes the entire agreement between the Parties and
14 may not be amended or supplemented except as provided for in the Consent Judgment.

15 **18. MODIFICATION OF CONSENT JUDGMENT**

16 This Consent Judgment may be modified only upon written consent by the Parties
17 hereto and the approval of the Court.

18 **19. ENFORCEMENT OF JUDGMENT**

19 In the event that a Party brings an action to enforce any of the terms of this Consent
20 Judgment, the prevailing Party shall be entitled to its reasonable costs of enforcement,
21 including attorney's fees and costs, including any costs for expert witness or other costs of
22 enforcement.

23 **20. PAYMENT OF LITIGATION EXPENSES AND FEES**

24 Defendant shall pay its own attorney fees, expert witness fees and costs, and all
25 other costs of litigation incurred by Defendant to date.

26 **21. INTERPRETATION**

27 This Consent Judgment shall be deemed to have been drafted equally by all Parties
28 hereto. Accordingly, the Parties hereby agree that any and all rules of construction to the

1 effect that ambiguity is construed against the drafting party shall be inapplicable in any
2 dispute concerning the terms, meaning, or interpretation of this Consent Judgment.

3 **22. COUNTERPART SIGNATURES**

4 This Consent Judgment may be executed by the Parties in counterpart, and when a
5 copy is signed by an authorized representative of each Party, the Consent Judgment shall
6 be effective as if a single document were signed by all Parties.

7 **23. INCORPORATION OF EXHIBITS**

8 Exhibits "A" and "B" are incorporated herein by reference.

9 **24. EFFECTIVE DATE**

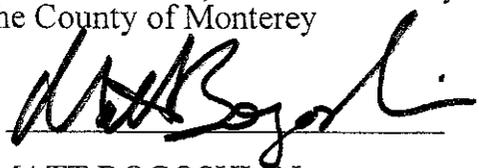
10 This Consent Judgment shall take effect immediately upon entry hereof.

11 **IT IS SO STIPULATED:**

12 FOR THE PLAINTIFF:

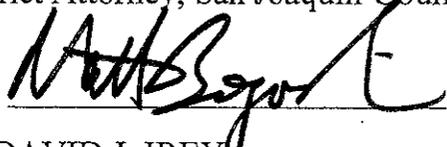
13 Dated: October 20
14 ~~September~~, 2005

15 DEAN D. FLIPPO, District Attorney
16 Of the County of Monterey

17 By: 

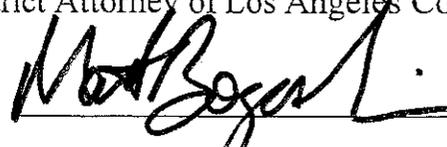
18 MATT BOGOSHIAN
19 Deputy District Attorney

20 JAMES P. WILLETT
21 District Attorney, San Joaquin County

22 By: 

23 for DAVID J. IREY
24 Supervising Deputy District Attorney

25 STEVE COOLEY
26 District Attorney of Los Angeles County

27 By: 

28 for STANLEY P. WILLIAMS
Assistant Head Deputy District
Attorney

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MICHAEL A. RAMOS
District Attorney of San Bernardino
County

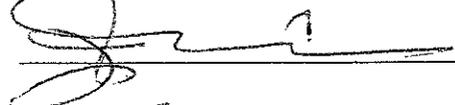
By: 

for GLENN YABUNO
Supervising Deputy District Attorney

FOR THE DEFENDANT:

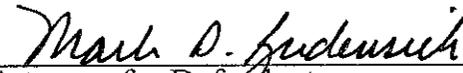
Dated: Oct. 13 2005

LENSCRAFTERS, INC.

By: 

Title: CFO

Dated: Sept. 28 2005


Attorney for Defendant
LENSCRAFTERS, INC.