

SEP 30 2005

John A. Clarke, Executive Officer/Clerk
By R. Arraiga, Deputy
R. Arraiga

"CONFORMED COPY"

1 THE CARRICK LAW GROUP
A PROFESSIONAL CORPORATION
2 Roger Lane Carrick (State Bar No. 096342)
350 South Grand Avenue, Suite 2930
3 Los Angeles, California 90071-3406
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5 Attorneys for Plaintiff
AMERICAN ENVIRONMENTAL SAFETY INSTITUTE
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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES

10
11 AMERICAN ENVIRONMENTAL SAFETY
INSTITUTE, a CALIFORNIA non-profit
12 corporation,

13 Plaintiff,

14 v.

15 HUCK SPAULDING ENTERPRISES, INC., a
NEW YORK corporation; et al.

16 Defendants.
17
18

Case No. BC 319440

[Hon. Irving S. Feffer]

**NOTICE OF ENTRY OF REVISED
[PROPOSED] CONSENT JUDGMENT
ONLY AS TO DEFENDANT UNIMAX
SUPPLY CO., INC.**

Complaint Filed: August 2, 2004

Hearing Date: None set
Time: None set
Location: Dept. 51, Room 511

Cut Off Deadlines:

Discovery (non-expert): 10/31/2005
Discovery (Expert): 11/14/2005
Motions (non-expert): 11/14/2005
Motions (Expert): 11/16/2005
Final Status Conf: 11/16/2005
Trial Date: 11/29/2005

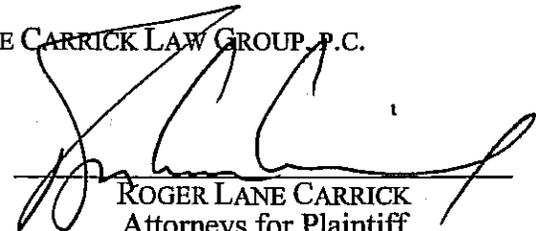
1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on September 19, 2005, the Los Angeles County
3 Superior Court, the Honorable Irving S. Feffer, presiding, GRANTED Plaintiff American
4 Environmental Safety Institute's *ex parte* application and motion for judicial approval of the
5 Revised [~~Proposed~~] Consent Judgment only as to Defendant Unimax Supply Co., Inc., and
6 ENTERED the Revised [~~Proposed~~] Consent Judgment as lodged in this matter. A file stamped
7 copy of the entered Revised [~~Proposed~~] Consent Judgment only as to Defendant Unimax Supply
8 Co., Inc., is attached hereto as Exhibit A, and is incorporated herein by this reference.

9
10 Date: September 30, 2005

Respectfully submitted,

11 THE CARRICK LAW GROUP, P.C.

12
13 By 

14 ROGER LANE CARRICK
Attorneys for Plaintiff

American Environmental Safety Institute
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EXHIBIT A

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SFD 19 2005

LOS ANGELES
SUPERIOR COURT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

AMERICAN ENVIRONMENTAL SAFETY
INSTITUTE, a CALIFORNIA non-profit
corporation,

Plaintiff,

v.

HUCK SPAULDING ENTERPRISES, INC., a
NEW YORK corporation; et al.

Defendants.

Case No. BC 319440

[Hon. Irving S. Feffer]

IRVING S. FEFFER
**REVISED [PROPOSED] CONSENT
JUDGMENT ONLY AS TO
DEFENDANT UNIMAX SUPPLY CO.
INC.**

Complaint Filed: August 2, 2004
Dept. 51, Room 511

This Consent Judgment is entered into by and between the AMERICAN ENVIRONMENTAL SAFETY INSTITUTE, plaintiff in this matter (hereinafter "Plaintiff" or "the Institute"), and defendant UNIMAX SUPPLY CO. INC. (hereinafter "Defendant" or "Unimax").

1. **Definitions.** As used in this Consent Judgment, the following definitions shall apply:

1.1 "Products" includes all tattoo inks and/or pigment products made by or on behalf of Unimax, including but not limited to: Eunju-Kang 100% Pure Pigment tattoo inks, Mario Barth's "Intenze" inks, "Mom's" inks by Millenium, Talens drawing ink, Kuro Sumi outline ink, and Pelikan drawing ink.

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1 **1.2** “Products” shall also include any future tattoo inks and/or pigment products that
2 are sold by or on behalf of Unimax to California consumers after June 30, 2005 under any
3 product name or brand, whether a current or new name and/or brand.

4 **1.3** “Antimony” means the chemicals Antimony oxide and Antimony trioxide
5 (collectively referred to herein as “Antimony”), listed as subject to Proposition 65 regulation in
6 Title 22, California Code of Regulations, section 12000.

7 **1.4** “Arsenic” means the chemical Arsenic (inorganic arsenic compounds/inorganic
8 oxides), listed as subject to Proposition 65 regulation in Title 22, California Code of
9 Regulations, section 12000.

10 **1.5** “Beryllium” means the chemicals Beryllium and Beryllium compounds
11 (collectively referred to herein as “Beryllium”), listed as subject to Proposition 65 regulations in
12 Title 22, California Code of Regulations, section 12000.

13 **1.6** “Chromium” means the chemical Chromium (hexavalent compounds), listed as
14 subject to Proposition 65 regulations in Title 22, California Code of Regulations, section 12000.

15 **1.7** “Cobalt” means the chemicals Cobalt metal powder and Cobalt (II) oxide
16 (collectively referred to herein as “Cobalt”), listed as subject to Proposition 65 regulations in
17 Title 22, California Code of Regulations, section 12000.

18 **1.8** “Lead” means the chemicals lead and lead compounds listed as subject to
19 Proposition 65 regulation in Title 22, California Code of Regulations, section 12000.

20 **1.9** “Nickel” means the chemicals Nickel (Metallic), Nickel acetate, Nickel carbonate,
21 Nickel carbonyl, Nickel hydroxide, Nickelocene, Nickel oxide, and Nickel subsulfide
22 (collectively referred to herein as “Nickel”), listed as subject to Proposition 65 regulations in
23 Title 22, California Code of Regulations, section 12000.

24 **1.10** “Selenium” means the chemical Selenium sulfide (“Selenium”), listed as subject
25 to Proposition 65 regulations in Title 22, California Code of Regulations, section 12000.

26 **1.11** “Heavy Metals” means Antimony, Arsenic, Beryllium, Chromium, Cobalt, Lead,
27 Nickel, and Selenium.

28 **1.12** “ppm” means parts-per-million in concentration.

1 1.13 Plaintiff and Defendant will be referred to collectively as the "Parties" or
2 individually as a "Party."

3 **2. Background.**

4 2.1 Plaintiff American Environmental Safety Institute ("Institute") is a non-profit
5 California corporation dedicated to investigating environmental and public health hazards
6 affecting children and adults in their regular daily lives. The Institute is based in Palo Alto,
7 California, and was incorporated under the laws of the State of California in 1998. The Institute
8 is a "person" within the meaning of Health & Safety Code ("H&S Code") §25249.11(a), and
9 brought this enforcement action in the public interest pursuant to H&S Code §25249.7(d).

10 2.2 On or about July 24, 2003, the Institute served a 60-Day "Notice of Violation of
11 Proposition 65" (the "Notice") on the California Attorney General, the District Attorneys of
12 every county in California, the City Attorneys of every California city with a population greater
13 than 750,000, and on the Defendant, alleging that Defendant was in violation of the Safe
14 Drinking Water and Toxic Enforcement Act of 1986, Health and Safety Code §§ 25249.5 et seq.
15 ("Proposition 65") for failing to warn purchasers of Unimax's Products sold in California that
16 use of these Products expose users to Antimony, Arsenic, Beryllium, Cobalt, Lead and Lead
17 compounds, Nickel and Selenium (collectively "Heavy Metals"). No public prosecutor has
18 commenced an action regarding the matters raised in the Notice.

19 2.3 On August 2, 2004, the Institute filed its complaint entitled *American*
20 *Environmental Safety Institute v. Huck Spaulding Enterprises, Inc., et al*, in the Los Angeles
21 County Superior Court, No. BC 319440 (the "Complaint").

22 2.4 For purposes of this Consent Judgment only, the Parties stipulate that this Court
23 has jurisdiction over the allegations of the violations contained in the Notice and the Complaint,
24 and personal jurisdiction over Defendant as to the acts or omissions alleged in the Complaint;
25 that venue is proper in the County of Los Angeles; and that this Court has jurisdiction to enter
26 this Consent Judgment.

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1 **2.5** Defendant denies that the Products have been or are in violation of Proposition 65
2 or any other law, and further contends that all Products have been and are safe for use as
3 directed. However, Defendant wishes to resolve this matter without further litigation or cost.

4 **2.6** The Parties enter into this Consent Judgment to settle certain disputed claims as
5 alleged in the Notice and the Complaint, to avoid prolonged and costly litigation, and to promote
6 the public interest. By executing and complying with this Consent Judgment, no Party admits
7 any facts or conclusions of law including, but not limited to, any facts or conclusions of law
8 regarding any violations of Proposition 65, the Unfair Competition Law or any other statutory,
9 common law or equitable claim or requirement relating to or arising from Defendant's Products.
10 This Consent Judgment shall not be construed as an admission by Defendant as to any of the
11 allegations in the Notice or the Complaint.

12 **3. Injunctive Relief.**

13 **3.1 Suspension of Sales of Products in California.**

14 Effective June 30, 2005, Unimax shall stop selling any of its current or future Products as
15 defined herein into the California market, including but not limited to stopping such sales via
16 direct consumer purchase, sales to wholesalers or distributors specifically for resale into
17 California, or sales via mail-order catalog, telephone order or Internet sales.

18 **3.2 Future Sales Will Require a Warning.**

19 If Unimax decides to sell its Products as defined herein in any form or fashion into
20 California after June 30, 2005, Unimax shall do the following:

21 a. Give written notice to the Institute thirty (30) days prior to commencing
22 such sales; and

23 b. Place the following warning prominently on the label of each of its
24 Products shipped for sale by Unimax into California:

25 **"WARNING:** Tattoo inks and pigments contain toxic metals,
26 including Arsenic, Lead, Nickel and others, all of which are known
27 to the State of California to cause cancer or birth defects and other
28 reproductive harm."

1 c. Unimax shall send a letter on its business letterhead and a poster
2 containing the text as set forth in Exhibit A of this Consent Judgment to each of its customers
3 when they purchase a Product. Unimax will instruct its customers to sign and return an
4 acknowledgement stating that they will post the warning. Unimax will inform the Institute each
5 time a customer does not return the acknowledgement within a set amount of time. Unimax will
6 send this letter at least once per year to each of its customers.

7 **4. Settlement Payments.** In keeping with the concept of, but in lieu of, the statutory
8 penalties and/or restitution required under the statutes set forth in the Complaint, Defendant shall
9 pay to the Trust Account of the Carrick Law Group P.C., by wire transfer, certified or bank
10 check in immediately available funds, the sum of \$7,500.00. This settlement amount shall be
11 due and payable within five calendar days after the date of entry of this Consent Judgment. This
12 sum of \$7,500.00 shall be disbursed by the Carrick Law Group P.C. as follows:

13 **4.1 To The Institute:** \$7,500.00, to be used by the Institute for its on-going
14 compliance monitoring costs of this Consent Judgment, and to reimburse the Institute for the
15 Institute's enforcement efforts on behalf of the public interest and the general public in
16 conformity with Health and Safety Code §25192(a)(2).

17 **5. Termination of All Claims.**

18 **5.1 Claims Covered and Release.** This Consent Judgment includes the resolution of
19 actual and potential claims that were considered or could have been brought by the Institute on
20 behalf of the public interest and the general public regarding Heavy Metals in Defendant's
21 Products. This Consent Judgment is a final and binding resolution between the Institute, on
22 behalf of the public interest and the general public, and Defendant, of any and all alleged
23 violations of Proposition 65 that was or could have been asserted in the Notice or Complaint by
24 the Institute on behalf of the public interest and the general public against Defendant or
25 purchasers or sellers of Defendant's Products arising from or related to Defendant's Products up
26 through the date of entry of this Consent Judgment, including, but not limited to, any claims for
27 attorneys' fees and costs. The Institute, on behalf of the public interest and the general public,
28 hereby releases Defendant from and against the claims described in this paragraph to the extent

1 such claims do, did, or could arise from or relate to Defendant's Products; however, the Institute
2 cannot and does not release any claims, including specifically any personal injury or directly
3 related claims, that could be brought by any individual or organization. Defendant hereby
4 releases the Institute from and against any claims arising out of the Institute's filing or
5 prosecution of this action. Each Party respectively waives any right to appeal or other review of
6 this Consent Judgment, except as expressly provided in this Consent Judgment.

7 **5.2 Waiver and Release of Unknown Claims.** To the extent that California Civil
8 Code section 1542 or similar provisions of law are deemed to apply to the releases by the
9 Institute and Unimax set forth above, both the Institute and Unimax each acknowledges and
10 agrees that the release set forth above applies to all claims for injuries, damages, restitution,
11 penalties or losses related to or arising from Defendants' Products, whether those for injuries,
12 damages, restitution, penalties or losses are known or unknown, foreseen or unforeseen, or
13 patent or latent. The Institute and Unimax each certifies that it has read California Civil Code
14 section 1542. The Institute hereby knowingly and expressly waives its rights, on behalf itself,
15 the public interest and the general public, and Unimax hereby knowingly and expressly waives
16 its rights, respectively, under California Civil Code Section 1542, which provides as follows:

17 A general release does not extend to claims which the creditor does
18 not know or suspect to exist in his favor at the time of executing the
19 release which, if known by him must have materially affected his
20 settlement with the debtor.

20 To the extent that California Civil Code § 1542 or similar provisions of law are deemed
21 to apply to the release by Defendant set forth above, Defendant separately acknowledges and
22 agrees that the release set forth above applies to any claim for malicious prosecution, abuse of
23 process, damages, or other similar claim related to or arising out of the Institute's filing or
24 prosecution of this action. Defendant hereby knowingly and expressly waives any rights under
25 California Civil Code § 1542, the text of which is set forth above.

26 **6. Covenant Not To Sue.** The Institute and Defendant covenant and agree that with regard
27 to those matters that the Institute has herein released and that are described above, neither the
28 Institute nor Defendant will ever institute a lawsuit or administrative proceedings against another

1 Party, nor shall any Party assert any claim of any nature against any person or entity hereby
2 released with regard to any such matters which have been released. However, nothing in this
3 paragraph shall be interpreted to preclude enforcement of this Consent Judgment pursuant to
4 Section 7 below.

5 **7. Enforcement of Consent Judgment.** Any Party may, by noticed motion or order to
6 show cause before the Superior Court of Los Angeles, enforce this Consent Judgment. To
7 enforce this Consent Judgment, any Party must first give written notice of any violation of this
8 Consent Judgment alleged to have occurred to the Party alleged to be in violation. The Parties
9 shall meet and confer in good faith and attempt to resolve the alleged violation. If a resolution is
10 not reached within thirty (30) days of the date of the notice, the aggrieved Party may move the
11 Court to hear and resolve the dispute. The prevailing Party in any proceeding brought to enforce
12 this Consent Judgment shall be entitled to recover from the other Party the prevailing Party's
13 reasonable attorneys' fees and costs incurred in the investigation and prosecution of such an
14 enforcement proceeding.

15 **8. Application of Consent Judgment.** Sections 5 and 6 of this Consent Judgment shall
16 apply to, be binding upon and inure to the benefit of, the Parties, their divisions, subdivisions,
17 subsidiaries, affiliates, successors, predecessors and assigns, and the directors, officers,
18 employees, legal counsel, and agents of each of them, as applicable, and will inure to the benefit
19 of the Parties' parent companies, all suppliers, distributors, wholesalers, retailers and contract
20 manufacturers, and all of their respective directors, officers, employees, legal counsel, and
21 agents.

22 **9. Modification/Termination of Consent Judgment.** This Consent Judgment may be
23 modified upon written agreement of Defendant and the Institute, as to Defendant, with approval
24 of the Court, or upon noticed motion for good cause shown. Such "good cause" shall include,
25 but not be limited to, any change in applicable law relating to Proposition 65 within the State of
26 California that, should its terms be applicable to Products similar to Defendant's Products or to
27 ingredients of Defendant's Products, would materially alter the obligations of Defendant
28 hereunder. If any of the statutes at issue in this action are individually or collectively amended

1 by the California Legislature in the future, or if regulations implementing these statutes are
2 lawfully adopted and/or amended by the appropriate administrative agency, the Parties shall
3 comply with that provision of law or regulation as then-amended. If a final judgment against
4 another defendant in this matter establishes alternative relief injunctive relief, Defendant may
5 file a motion to comply with the terms of that alternative relief in lieu of the requirements of this
6 Consent Judgment.

7 **10. Governing Law.** This Consent Judgment shall be governed by, and construed in
8 accordance with, the laws of the State of California.

9 **11. Entire Agreement.** The Parties declare and represent that no promise, inducement or
10 other agreement has been made conferring any benefit upon any party except those contained
11 herein and that this Consent Judgment contains the entire agreement pertaining to the subject
12 matter hereof. This Consent Judgment supersedes any prior or contemporaneous negotiations,
13 representations, agreements and understandings of the Parties with respect to such matters,
14 whether written or oral. Parol evidence shall be inadmissible to show agreement by, between or
15 among the Parties to any term or condition contrary to or in addition to the terms and conditions
16 contained in this Consent Judgment, The Parties acknowledge that each has not relied on any
17 promise, representation or warranty, expressed or implied, not contained in this Consent
18 Judgment except for those contained in the Confidentiality Undertaking except with regard to
19 that certain declaration executed under penalty of perjury by Unimax providing information that
20 induced Plaintiff to enter into the financial terms of this Consent Judgment, which declaration
21 may be used solely as evidence in any future enforcement proceeding brought pursuant to
22 Section 7 above.

23 **12. Challenges.** Subject to their rights to apply for a modification of this Consent Judgment
24 for good cause shown under Section 9 hereof, the Parties agree that they, individually or
25 collectively, will not seek to challenge or to have determined invalid, void or unenforceable any
26 provision of this Consent Judgment or this Consent Judgment itself. The Parties understand that
27 this Consent Judgment contains the relinquishment of legal rights and each Party has, as each
28 has deemed appropriate, sought the advice of legal counsel, which each of the Parties has

1 encouraged the other to seek. Further, no Party has reposed trust or confidence in any other
2 Party so as to create a fiduciary, agency or confidential relationship.

3 **13. Construction.** This Consent Judgment has been jointly negotiated and drafted. The
4 language of this Consent Judgment shall be construed as a whole according to its fair meaning
5 and not strictly for or against any Party.

6 **14. Authority to Stipulate to Consent Judgment.** Each signatory to this Consent Judgment
7 represents and warrants that each signatory has all requisite power, authority and legal right
8 necessary to execute and deliver this Consent Judgment and to perform and carry out the
9 transactions contemplated by this Consent Judgment. Each signatory to this Consent Judgment
10 represents that each has been duly authorized to execute this Consent Judgment. No other or
11 further authorization or approval from any person will be required for the validity and
12 enforceability of the provisions of this Consent Judgment.

13 **15. Cooperation and Further Assurances.** The Parties hereby will execute such other
14 documents and take such other actions as may be necessary to further the purposes and fulfill the
15 terms of this Consent Judgment.

16 **16. Counterparts.** This Consent Judgment may be executed in counterparts and has the
17 same force and effect as if all the signatures were obtained in one document.

18 **17. Notices.**

19 **17.1** All correspondence and notices required by this Consent Judgment to Plaintiff the
20 Institute shall be sent to:

21 Roger Lane Carrick
22 The Carrick Law Group, P.C.
23 350 S. Grand Avenue, Suite 2930
24 Los Angeles, CA 90071-3406
25 Tel: (213) 346-7930
26 Fax: (213) 346-7931
27 E-mail: roger@carricklawgroup.com

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1 17.2 All correspondence and notices required by this Consent Judgment to Defendant
2 Unimax shall be sent to Defendant as follows:

3 UNIMAX SUPPLY CO. INC.

 With a copy to:

4 Westley Wood
5 President
6 Unimax Supply Co. Inc.
7 269 Canal Street
8 New York, NY 10013

 Christopher Morik, Esq.
 Gaffin & Mayo, P.C.
 225 Broadway, Suite 2510
 New York, NY 10007-3001
 Tel.: (212) 962-5757
 Fax: (212) 406-3548

9 **18. Entry of Stipulation For Entry of Consent Judgment Required.** This Consent
10 Judgment shall be null and void, and without any force or effect, unless fully approved as
11 required by law and entered by the Court. If the Court does not enter this Consent Judgment, the
12 execution thereof by Defendant or the Institute shall not be construed as an admission by
13 Defendant or the Institute of any fact, issue of law or violation of law.

14 **19. Jurisdiction.** This Court shall retain jurisdiction of this matter to implement this Consent
15 Judgment.

16 **20. Compliance with Reporting Requirements.** The Institute shall comply with the
17 reporting form requirements referenced in Health and Safety Code section 25249.7(f) and
18 established in 11 California Code of Regulations §§ 3000-3008. Copies of all such reports shall
19 be supplied to Unimax as provided in Section 17.2.

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1 21. Non-Interference in Settlement Approval Process. The Parties will cooperate, as well
2 as use their best efforts, to secure the Attorney General's approval of this Consent Judgment, and
3 not to seek his disapproval of any portion of this Consent Judgment.
4

5 **IT IS SO STIPULATED.**

6 Date: September 6, 2005

UNIMAX SUPPLY CO. INC.

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8 By: Westley Wood, Pres.
9 Westley Wood
President

10
11 Date: September __, 2005

AMERICAN ENVIRONMENTAL SAFETY
INSTITUTE, a non-profit California corporation

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14 By: _____
Deborah A. Sivas
President and CEO
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1 **21. Non-Interference in Settlement Approval Process.** The Parties will cooperate, as well
2 as use their best efforts, to secure the Attorney General's approval of this Consent Judgment, and
3 not to seek his disapproval of any portion of this Consent Judgment.
4

5 **IT IS SO STIPULATED.**

6 Date: September __, 2005 UNIMAX SUPPLY CO. INC.

7
8 By: _____
9 Westley Wood
10 President

11 Date: September 1, 2005 AMERICAN ENVIRONMENTAL SAFETY
12 INSTITUTE, a non-profit California corporation

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14 By:  _____
15 Deborah A. Sivas
16 President and CEO
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1 **EXHIBIT A**

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3 **UNIMAX SUPPLY CO. INC. LETTERHEAD**

4 Dear Customer:

5 I am writing to alert you to the new warning language you will see on our tattoo ink
6 and/or pigment products. This warning language results from a California lawsuit we recently
7 settled. In the summer of 2004, the American Environmental Safety Institute sued a wide array
8 of tattoo ink and/or pigment manufacturers, alleging violations of California's unique public
9 health and consumer protection law, Proposition 65. This law requires that individuals be
10 provided with a clear and reasonable warning before being exposed to chemicals listed by the
11 State of California as causing cancer or birth defects and other reproductive harm.

12 The lawsuit alleged that tattoo inks and/or pigment products contain Antimony, Arsenic,
13 Beryllium, Cobalt, Lead and Lead compounds, Nickel and Selenium (collectively "Toxic
14 Metals"), each of which is a dangerous toxic chemical that is known to the State of California to
15 cause cancer and/or reproductive harm. The lawsuit alleged that individuals in California are
16 exposed to these Toxic Metals when tattoo artists use tattoo inks and/or pigment products in the
17 application of tattoos on or under a person's skin.

18 In settling this lawsuit, the manufacturers of tattoo inks and/or pigments did not admit
19 any violation of law, but did agree to put the new warning language on their products to avoid
20 further litigation. This warning information must be passed on to your retail customers who are
21 tattooed with this tattoo ink and/or pigment product. Unimax requests that you put up the
22 enclosed poster in a prominent place in your place of business in order to give the following
23 warning to your customers:

24 **WARNING:** Tattoo inks and pigments contain many heavy metals, including
25 Lead, Arsenic and others. All of these heavy metals have been scientifically
26 determined by the State of California to cause cancer or birth defects and other
27 reproductive harm. Pregnant women and women of childbearing age in particular
28 should consult with their doctor before getting any tattoo. A person is exposed to
tattoo inks and/or pigments when they get a tattoo because they are injected with
tattoo ink under their skin or the tattoo ink is applied on their skin.

29 Please acknowledge receipt of this letter and your commitment to comply with its terms
30 by checking here , filling in your business name as follows:
31 _____, and then faxing a copy
32 of this letter back to us at () ____-____. Thank you for your attention to this new legal
33 requirement.

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POSTER SIZE AND TEXT

(Size of poster must be no less than 20" by 24")

WARNING: Tattoo inks and pigments contain many heavy metals, including Lead, Arsenic and others. All of these heavy metals have been scientifically determined by the State of California to cause cancer or birth defects and other reproductive harm. Pregnant women and women of childbearing age in particular should consult with their doctor before getting any tattoo. A person is exposed to tattoo inks and/or pigments when they get a tattoo because they are injected with tattoo ink under their skin or the tattoo ink is applied on their skin.

THE COURT HEREBY FINDS:

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2 1. The warning required by the foregoing stipulated Consent Judgment complies
3 with the provisions of Health & Safety Code §§ 25249.5-25249.13.

4 2. The Parties' agreement that no civil penalties are warranted is in accord with the
5 criteria set forth in Health & Safety Code § 25249.7(b)(2), in that payments totaling \$7,500.00 in
6 lieu of such penalties to American Environmental Safety Institute furthers the remedial purposes
7 established under the statutes as set forth in the Complaint by providing funds for its compliance
8 monitoring of this Consent Judgment, as well as for its future investigational and enforcement
9 activities regarding toxic chemicals and Proposition 65, in a manner that is consistent with the
10 private enforcement mechanism and funds allocation scheme established by Health & Safety
11 Code § 25192 and § 25249.7 *et. seq.*

12 4. This Consent Judgment is hereby adopted as the ORDER and JUDGMENT of this
13 Court.

14 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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16 DATED: SEP 19 2005

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18 IRVING S. FEFFER

19 IRVING S. FEFFER
20 JUDGE OF THE SUPERIOR COURT
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PROOF OF SERVICE
(CCP §1013, et seq.; CCP §2015.5)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, Kimberly A.K. Burgo, declare as follows:

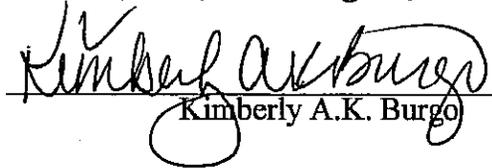
I am a citizen of the United States and a resident of the County of Los Angeles; I am over the age of 18 years and am not a party to the within action or proceeding. I am employed by the law firm of The Carrick Law Group, a Professional Corporation, located at 350 S. Grand Avenue, Suite 2930, Los Angeles, California 90071. My e-mail address is kimba@carricklawgroup.com.

On September 30, 2005, I served the foregoing document(s) described as **NOTICE OF ENTRY OF REVISED ~~PROPOSED~~ CONSENT JUDGMENT ONLY AS TO DEFENDANT UNIMAX SUPPLY CO., INC.** upon the interested parties in said cause, as follows:

X BY ELECTRONIC MAIL (E-MAIL): By transmitting a true and copy of the document(s) described above via e-mail using imaged files in .pdf format to the e-mail addresses for all counsel of record as listed on the attached service list (*if an e-mail address was not available for a counsel of record at the time of service, then service was completed by first-class U.S. Mail as noted below*). The document(s) was served electronically and the transmission was reported as complete and without error. If this document(s) contains attachments or exhibits that could not be rendered in imaged files in .pdf format, then a complete hard copy has also been served on all counsel of record, by regular U.S. Mail.

X BY MAIL: By placing a true and correct copy of the document(s) described above in a sealed envelope(s) with first-class postage thereon fully prepaid to the mailing addresses as listed on the attached service list. I am "readily familiar" with The Carrick Law Group's business practice for collection and processing correspondence for mailing. Under that practice envelopes will be deposited with the United States Postal Service on the same day, with first-class postage thereon fully prepaid at Los Angeles, California, in the ordinary course of business.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct. Executed on September 30, 2005, at Los Angeles, California.



Kimberly A.K. Burgo

1 **SERVICE LIST**

2 ***AESI v. Huck Spaulding Enterprises, Inc., et al.*; LASC Case No. BC319440**

Name	Defendant
State of California – Department of Justice Attorney General’s Office PROPOSITION 65 ENFORCEMENT REPORTING 1515 Clay Street, Suite 2000 Oakland, California 94612 Attn: Prop 65 Coordinator E-mail: harrison.pollak@doj.ca.gov	California State Attorney General’s Office
Darlene R. Kowalczyk, Esq. Laurie L. Largent, Esq. KOLOD WAGER & NOLAN 222 West Second Avenue Escondido, CA 92025 Tel.: (760) 480-8100 / Fax: (760) 480-4999 E-mail: llargent@kolodwager.com	Huck Spaulding Enterprises, Inc. Spaulding & Rogers Mfg., Inc. Spaulding Color Corp. Superior Tattoo Equipment Inc. d/b/a Superior Tattoo Equipment Co.
Charles H. Pomeroy, Esq. Michael J. Stiles, Esq. McKENNA LONG & ALDRIDGE LLP 444 S. Flower Street, Suite 800 Los Angeles, CA 90071-2901 Tel.: (213) 688-1000 / Fax: (213) 243-6330 E-mail: cpomeroy@mckennalong.com mstiles@mckennalong.com	Lucky’s Tattoo and Medical Supplies, Inc.
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