

"CONFORMED COPY"

1 THE CARRICK LAW GROUP
A PROFESSIONAL CORPORATION
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3 Los Angeles, California 90071-3406
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5 Attorneys for Plaintiff
AMERICAN ENVIRONMENTAL SAFETY INSTITUTE
6

CONFIRMED COPY
ORIGINAL FILED
Los Angeles Superior Court
AUG 30 2005
John A. Clarke, Executive Officer/Clerk
Deputy
V. Bailey

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

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

Case No. BC 319440

[Hon. Irving S. Feffer]

**NOTICE OF ENTRY OF REVISED
[PROPOSED] CONSENT JUDGMENT
AS TO DEFENDANT PAPILLON
STUDIO SUPPLY AND MFG., INC.;
NOTICE OF COURT'S REFUSAL TO
ENTER [PROPOSED] CONSENT
JUDGMENT AS TO DEFENDANT
UNIMAX SUPPLY CO., INC.**

Complaint Filed: August 2, 2004

Hearing Date: September 19, 2005
Time: 9:00 a.m.
Location: Dept. 51, Room 511

Cut Off Deadlines:
Discovery (non-expert): 9/06/2005
Discovery (Expert): 9/19/2005
Motions (non-expert): 9/19/2005
Motions (Expert): 9/26/2005
Final Status Conf: 9/30/2005
Trial Date: 10/04/2005

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

2 **PLEASE TAKE NOTICE** that on August 30, 2005, the Los Angeles County Superior
3 Court, the Honorable Irving S. Feffer, presiding, GRANTED Plaintiff American Environmental
4 Safety Institute's ("Plaintiff") motion for judicial approval of the Revised [~~Proposed~~] Consent
5 Judgment only as to Defendant Papillon Studio Supply and Mfg., Inc. ("Papillon"), and
6 ENTERED the Revised [~~Proposed~~] Consent Judgment as lodged in this matter.

7 **PLEASE TAKE FURTHER NOTICE** that on August 30, 2005, the Court declined to
8 enter the [Proposed] Consent Judgment as to Defendant Unimax Supply Co., Inc.

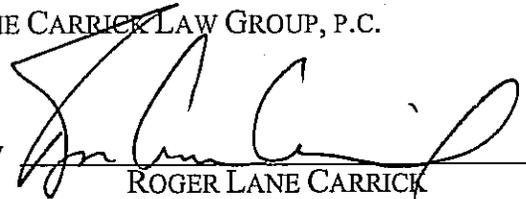
9 **PLEASE TAKE FURTHER NOTICE** that on August 30, 2005, the Court issued the
10 following minute order: "Court approves the settlement between Plaintiff and Papillon and signs
11 the Consent Judgment this date. Court declines to sign the proposed Consent Judgment as to
12 Plaintiff and Unimax. Refusal to sign is based upon the Court's finding that the terms of the
13 Papillon judgment should be followed." A file stamped copy of the entered Revised [~~Proposed~~]
14 Consent Judgment only as to Defendant Papillon Studio Supply and Mfg., Inc., is attached
15 hereto as Exhibit A, and is incorporated herein by this reference.

16
17 Date: August 30, 2005

Respectfully submitted,

18 THE CARRICK LAW GROUP, P.C.

19
20 By



ROGER LANE CARRICK
Attorneys for Plaintiff

American Environmental Safety Institute

EXHIBIT A

"CONFORMED COPY"

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ORIGINAL FILED

AUG 30 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]

~~PROPOSED~~ CONSENT JUDGMENT
ONLY AS TO DEFENDANT
PAPILLON STUDIO SUPPLY AND
MFG., INC.

Complaint Filed: August 2, 2004

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 PAPILLON STUDIO SUPPLY AND MFG., INC. (hereinafter "Defendant" or "Papillon").

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

1.1 "Products" includes all tattoo inks and/or pigment products sold by Papillon, including but not limited to: Starbrite Colors and drawing and outline inks, Talens drawing and outline inks, Kuro Sumi drawing and outline inks, and Pelikan drawing and outline inks.

1.2 "Products" shall also include any future tattoo inks and/or pigment products that are sold by Papillon to California consumers after June 30, 2005 under any product name or brand, whether a current or new name and/or brand.

1 **1.3** “Antimony” means the chemicals Antimony oxide and Antimony trioxide
2 (collectively referred to herein as “Antimony”), listed as subject to Proposition 65 regulation in
3 Title 22, California Code of Regulations, section 12000.

4 **1.4** “Arsenic” means the chemical Arsenic (inorganic arsenic compounds/inorganic
5 oxides), listed as subject to Proposition 65 regulation in Title 22, California Code of
6 Regulations, section 12000.

7 **1.5** “Beryllium” means the chemicals Beryllium and Beryllium compounds
8 (collectively referred to herein as “Beryllium”), listed as subject to Proposition 65 regulations in
9 Title 22, California Code of Regulations, section 12000.

10 **1.6** “Chromium” means the chemical Chromium (hexavalent compounds), listed as
11 subject to Proposition 65 regulations in Title 22, California Code of Regulations, section 12000.

12 **1.7** “Cobalt” means the chemicals Cobalt metal powder and Cobalt (II) oxide
13 (collectively referred to herein as “Cobalt”), listed as subject to Proposition 65 regulations in
14 Title 22, California Code of Regulations, section 12000.

15 **1.8** “Lead” means the chemicals lead and lead compounds listed as subject to
16 Proposition 65 regulation in Title 22, California Code of Regulations, section 12000.

17 **1.9** “Nickel” means the chemicals Nickel (Metallic), Nickel acetate, Nickel carbonate,
18 Nickel carbonyl, Nickel hydroxide, Nickelocene, Nickel oxide, and Nickel subsulfide
19 (collectively referred to herein as “Nickel”), listed as subject to Proposition 65 regulations in
20 Title 22, California Code of Regulations, section 12000.

21 **1.10** “Selenium” means the chemical Selenium sulfide (“Selenium”), listed as subject
22 to Proposition 65 regulations in Title 22, California Code of Regulations, section 12000.

23 **1.11** “Heavy Metals” means Antimony, Arsenic, Beryllium, Chromium, Cobalt, Lead,
24 Nickel, and Selenium.

25 **1.12** “ppm” means parts-per-million in concentration.

26 **1.13** Plaintiff and Defendant will be referred to collectively as the “Parties” or
27 individually as a “Party.”
28

1 **2. Background.**

2 **2.1** Plaintiff American Environmental Safety Institute (“Institute”) is a non-profit
3 California corporation dedicated to investigating environmental and public health hazards
4 affecting children and adults in their regular daily lives. The Institute is based in Palo Alto,
5 California, and was incorporated under the laws of the State of California in 1998. The Institute
6 is a “person” within the meaning of Health & Safety Code (“H&S Code”) §25249.11(a), and
7 brought this enforcement action in the public interest pursuant to H&S Code §25249.7(d).

8 **2.2** On or about July 24, 2003, the Institute served a 60-Day “Notice of Violation of
9 Proposition 65” (the “Notice”) on the California Attorney General, the District Attorneys of
10 every county in California, the City Attorneys of every California city with a population greater
11 than 750,000, and on the Defendant, alleging that Defendant was in violation of the Safe
12 Drinking Water and Toxic Enforcement Act of 1986, H&S Code §§ 25249.5 et seq.
13 (“Proposition 65”) for failing to warn purchasers of Papillon’s Products sold in California that
14 use of these Products expose users to Antimony, Arsenic, Beryllium, Cobalt, Lead and Lead
15 compounds, Nickel and Selenium (collectively “Heavy Metals”). No public prosecutor has
16 commenced an action regarding the matters raised in the Notice.

17 **2.3** On August 2, 2004, the Institute filed its complaint entitled *American*
18 *Environmental Safety Institute v. Huck Spaulding Enterprises, Inc., et al*, in the Los Angeles
19 County Superior Court, No. BC 319440 (the “Complaint”).

20 **2.4** For purposes of this Consent Judgment only, the Parties stipulate that this Court
21 has jurisdiction over the allegations of the violations contained in the Notice and the Complaint,
22 and personal jurisdiction over Defendant as to the acts or omissions alleged in the Complaint;
23 that venue is proper in the County of Los Angeles; and that this Court has jurisdiction to enter
24 this Consent Judgment.

25 **2.5** Defendant denies that the Products have been or are in violation of Proposition 65
26 or any other law, and further contends that all Products have been and are safe for use as
27 directed. Defendant also denies that it is a ‘person in the course of doing business’ under Health
28

1 & Safety Code §25249.11. However, Defendant wishes to resolve this matter without further
2 litigation or cost.

3 **2.6** The Parties enter into this Consent Judgment to settle certain disputed claims as
4 alleged in the Notice and the Complaint, to avoid prolonged and costly litigation, and to promote
5 the public interest. By executing and complying with this Consent Judgment, no Party admits
6 any facts or conclusions of law including, but not limited to, any facts or conclusions of law
7 regarding any violations of Proposition 65, the Unfair Competition Law or any other statutory,
8 common law or equitable claim or requirement relating to or arising from Defendant's Products.
9 This Consent Judgment shall not be construed as an admission by Defendant as to any of the
10 allegations in the Notice or the Complaint.

11 **3. Injunctive Relief.**

12 **3.1 Warning Label Required on All Products Sold to or in California.** Effective
13 June 30, 2005, and pursuant to section 12601(b)(1)(A) of Title 22 of the California Code of
14 Regulations, Papillon shall place the following warning prominently on the label of each of its
15 Products shipped for sale by any means into California:

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

20 **3.2 Warning Letter Required to All Papillon Customers.** Effective June 30, 2005,
21 Papillon shall send a letter on its business letterhead and a poster containing the text as set forth
22 in Exhibit A of this Consent Judgment to each of its customers when they purchase a Product.
23 Papillon will instruct its customers to sign and return an acknowledgement stating that they will
24 post the warning. Papillon will inform the Institute each time a customer does not return the
25 acknowledgement within a set amount of time. Papillon will send this letter at least once per
26 year to each of its customers.

27 **4. Settlement Payments.** In keeping with the concept of, but in lieu of, the statutory
28 penalties and/or restitution required under the statutes set forth in the Complaint, Defendant shall

1 pay to the Trust Account of the Carrick Law Group P.C., by wire transfer in immediately
2 available funds, the sum of \$2,500.00. This settlement amount shall be due and payable within
3 five calendar days after the date of entry of this Consent Judgment. This sum of \$2,500.00 shall
4 be disbursed by the Carrick Law Group P.C. as follows:

5 **4.1 To The Institute:** \$2,500.00, to be used by the Institute for its on-going
6 compliance monitoring costs of this Consent Judgment, and to reimburse the Institute for the
7 Institute's enforcement efforts on behalf of the public interest and the general public in
8 conformity with Health and Safety Code §25192(a)(2).

9 **5. Termination of All Claims.**

10 **5.1 Claims Covered and Release.** This Consent Judgment includes the resolution of
11 actual and potential claims that were considered or could have been brought by the Institute on
12 behalf of the public interest and the general public regarding Heavy Metals in Defendant's
13 Products. This Consent Judgment is a final and binding resolution between the Institute, on
14 behalf of the public interest and the general public, and Defendant, of any and all alleged
15 violations of Proposition 65 that was or could have been asserted in the Notice or Complaint by
16 the Institute on behalf of the public interest and the general public against Defendant or
17 purchasers or sellers of Defendant's Products arising from or related to Defendant's Products up
18 through the date of entry of this Consent Judgment, including, but not limited to, any claims for
19 attorneys' fees and costs. The Institute, on behalf of the public interest and the general public,
20 hereby releases Defendant from and against the claims described in this paragraph to the extent
21 such claims do, did, or could arise from or relate to Defendant's Products; however, the Institute
22 cannot and does not release any claims, including specifically any personal injury or directly
23 related claims, that could be brought by any individual or organization. Defendant hereby
24 releases the Institute from and against any claims arising out of the Institute's filing or
25 prosecution of this action. Each Party respectively waives any right to appeal or other review of
26 this Consent Judgment, except as expressly provided in this Consent Judgment.

27 **5.2 Waiver and Release of Unknown Claims.** To the extent that California Civil
28 Code section 1542 or similar provisions of law are deemed to apply to the releases by the

1 Institute and Papillon set forth above, both the Institute and Papillon each acknowledges and
2 agrees that the release set forth above applies to all claims for injuries, damages, restitution,
3 penalties or losses related to or arising from Defendants' Products, whether those for injuries,
4 damages, restitution, penalties or losses are known or unknown, foreseen or unforeseen, or
5 patent or latent. The Institute and Papillon each certifies that it has read California Civil Code
6 section 1542. The Institute hereby knowingly and expressly waives its rights, on behalf itself,
7 the public interest and the general public, and Papillon hereby knowingly and expressly waives
8 its rights, respectively, under California Civil Code Section 1542, which provides as follows:

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

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

19 **6. Covenant Not To Sue.** The Institute and Defendant covenant and agree that with regard
20 to those matters that the Institute has herein released and that are described above, neither the
21 Institute nor Defendant will ever institute a lawsuit or administrative proceedings against another
22 Party, nor shall any Party assert any claim of any nature against any person or entity hereby
23 released with regard to any such matters which have been released. However, nothing in this
24 paragraph shall be interpreted to preclude enforcement of this Consent Judgment pursuant to
25 Section 7 below.

26 **7. Enforcement of Consent Judgment.** Any Party may, by noticed motion or order to
27 show cause before the Superior Court of Los Angeles, enforce this Consent Judgment. To
28 enforce this Consent Judgment, any Party must first give written notice of any violation of this
29 Consent Judgment alleged to have occurred to the Party alleged to be in violation. The Parties

1 shall meet and confer in good faith and attempt to resolve the alleged violation. If a resolution is
2 not reached within thirty (30) days of the date of the notice, the aggrieved Party may move the
3 Court to hear and resolve the dispute. The prevailing Party in any proceeding brought to enforce
4 this Consent Judgment shall be entitled to recover from the other Party the prevailing Party's
5 reasonable attorneys' fees and costs incurred in the investigation and prosecution of such an
6 enforcement proceeding.

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

14 **9. Modification/Termination of Consent Judgment.** This Consent Judgment may be
15 modified upon written agreement of Defendant and the Institute, as to Defendant, with approval
16 of the Court, or upon noticed motion for good cause shown. Such "good cause" shall include,
17 but not be limited to, any change in applicable law relating to Proposition 65 within the State of
18 California that, should its terms be applicable to Products similar to Defendant's Products or to
19 ingredients of Defendant's Products, would materially alter the obligations of Defendant
20 hereunder. If any of the statutes at issue in this action are individually or collectively amended
21 by the California Legislature in the future, or if regulations implementing these statutes are
22 lawfully adopted and/or amended by the appropriate administrative agency, Defendant shall
23 comply with that provision of law or regulation as then-amended.

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

26 **11. Entire Agreement.** The Parties declare and represent that no promise, inducement or
27 other agreement has been made conferring any benefit upon any party except those contained
28 herein and that this Consent Judgment contains the entire agreement pertaining to the subject

1 matter hereof. This Consent Judgment supersedes any prior or contemporaneous negotiations,
2 representations, agreements and understandings of the Parties with respect to such matters,
3 whether written or oral. Parol evidence shall be inadmissible to show agreement by, between or
4 among the Parties to any term or condition contrary to or in addition to the terms and conditions
5 contained in this Consent Judgment. The Parties acknowledge that each has not relied on any
6 promise, representation or warranty, expressed or implied, not contained in this Consent
7 Judgment except for those contained in the Confidentiality Undertaking except with regard to
8 that certain declaration executed under penalty of perjury by Papillon providing information that
9 induced Plaintiff to enter into the financial terms of this Consent Judgment, which declaration
10 may be used solely as evidence in any future enforcement proceeding brought pursuant to
11 Section 7 above.

12 **12. Challenges.** Subject to their rights to apply for a modification of this Consent Judgment
13 for good cause shown under Section 9 hereof, the Parties agree that they, individually or
14 collectively, will not seek to challenge or to have determined invalid, void or unenforceable any
15 provision of this Consent Judgment or this Consent Judgment itself. The Parties understand that
16 this Consent Judgment contains the relinquishment of legal rights and each Party has, as each
17 has deemed appropriate, sought the advice of legal counsel, which each of the Parties has
18 encouraged the other to seek. Further, no Party has reposed trust or confidence in any other
19 Party so as to create a fiduciary, agency or confidential relationship.

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

23 **14. Authority to Stipulate to Consent Judgment.** Each signatory to this Consent Judgment
24 represents and warrants that each signatory has all requisite power, authority and legal right
25 necessary to execute and deliver this Consent Judgment and to perform and carry out the
26 transactions contemplated by this Consent Judgment. Each signatory to this Consent Judgment
27 represents that each has been duly authorized to execute this Consent Judgment. No other or
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1 further authorization or approval from any person will be required for the validity and
2 enforceability of the provisions of this Consent Judgment.

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

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

8 **17. Notices.**

9 **17.1** All correspondence and notices required by this Consent Judgment to Plaintiff the
10 Institute shall be sent to:

11 Roger Lane Carrick
12 The Carrick Law Group, P.C.
13 350 S. Grand Avenue, Suite 2930
14 Los Angeles, CA 90071-3406
15 Tel: (213) 346-7930
16 Fax: (213) 346-7931
17 E-mail: roger@carricklawgroup.com

18 **17.2** All correspondence and notices required by this Consent Judgment to Defendant
19 Papillon shall be sent to Defendant as follows:

20 PAPILLON STUDIO SUPPLY AND
21 MFG., INC.

22 Meredith Nicholson
23 President
24 Papillon Studio Supply and Mfg., Inc.
25 118 Pearl Street
26 Enfield, CT 06082
27 Tel.: (860) 745-9720
28 Fax: (860) 741-8720
E-mail: papillon@papillonsupply.com

With a copy to:

Jonathon Kaplan, Esq.
Paul Y. Lee, Esq.
KAPLAN LEE LLP
725 S. Figueroa Street, Suite 3230
Los Angeles, CA 90017
Tel.: (213) 553-4550
Fax: (213) 553-4590
E-mail: lee@kaplan-lee.com

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

- 1 19. Jurisdiction. This Court shall retain jurisdiction of this matter to implement this Consent
- 2 Judgment.
- 3 20. Compliance with Reporting Requirements. The Institute shall comply with the
- 4 reporting form requirements referenced in Health and Safety Code section 25249.7(f) and
- 5 established in 11 California Code of Regulations §§ 3000-3008. Copies of all such reports shall
- 6 be supplied to Papillon as provided in Section 17.2.
- 7 21. Non-Interference in Settlement Approval Process. The Parties will cooperate, as well
- 8 as use their best efforts, to secure the Attorney General's approval of this Consent Judgment, and
- 9 not to seek his disapproval of any portion of this Consent Judgment.

10
11 **IT IS SO STIPULATED.**

12 Date: May __, 2005
13 *August 24, 2005*

RAPILLON STUDIO SUPPLY AND MFG., INC.

14 By: *Meredith Nicholson*
15 Meredith Nicholson
16 President

17 Date: May __, 2005

AMERICAN ENVIRONMENTAL SAFETY
INSTITUTE, a non-profit California corporation

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20 By: _____
21 Deborah A. Sivas
22 President and CEO
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9 not to seek his disapproval of any portion of this Consent Judgment.

10

11 **IT IS SO STIPULATED.**

12 Date: May __, 2005

PAPILLON STUDIO SUPPLY AND MFG., INC.

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By: _____

Meredith Nicholson
President

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16

17 Date: ~~May~~ __, 2005

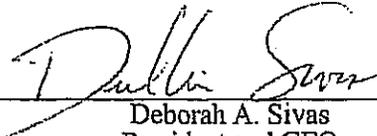
AMERICAN ENVIRONMENTAL SAFETY
INSTITUTE, a non-profit California corporation

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August 26, 2005

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By: _____


Deborah A. Sivas
President and CEO

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EXHIBIT A

PAPILLON STUDIO SUPPLY AND MFG., INC. LETTERHEAD

Dear Customer:

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

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

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

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.

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

SERVICE LIST

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: ed.weil@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.
Jonathon Kaplan, Esq. Paul Y. Lee, Esq. KAPLAN LEE LLP 725 S. Figueroa Street, Suite 3230 Los Angeles, CA 90017 Tel.: (213) 553-4550 / Fax: (213) 553-4590 E-mail: lee@kaplan-lee.com	Papillon Studio Supply and Manufacturing, Inc.
Christopher Morik, Esq. GAFFIN & MAYO, P.C. 225 Broadway, Suite 2510 New York, NY 10007-3001 Tel.: (212) 962-5757 / Fax: (212) 406-3548 E-mail:	Unimax Supply Co., Inc.
Da Van Nguyen, Principal INTERNATIONAL BODY JEWELRY AND TATTOO SUPPLY, INC. 3024 N. Cicero Avenue Chicago, IL 60641	International Body Jewelry and Tattoo Supply, Inc.