

1 WILLIAM VERICK, SBN 140972
2 FREDRIC EVENSON, SBN 198059
3 KLAMATH ENVIRONMENTAL LAW CENTER
4 424 First Street
5 Eureka, CA 95501
6 Telephone: (707) 268-8900
7 Facsimile: (707) 268-8901
8 Email: wverick@igc.org
9 Email: ecorights@earthlink.net

6 DAVID WILLIAMS, SBN 144479
7 BRIAN ACREE, SBN 202505
8 370 Grand Avenue, Suite 5
9 Oakland, CA 94610
10 Telephone: (510) 271-0826
11 Facsimile: (510) 271-0829
12 Email: davidhwilliams@earthlink.net
13 Email: brianacree@earthlink.net

10 Attorneys for Plaintiff, MATEEL
11 ENVIRONMENTAL JUSTICE FOUNDATION

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 FOR THE CITY AND COUNTY OF SAN FRANCISCO

15 MATEEL ENVIRONMENTAL
16 JUSTICE FOUNDATION,
17 Plaintiff,
18 vs.
19 GLOBAL AMICI, INC.,
20 Defendant.

Case No. CGC 07-464890
CONSENT JUDGMENT AS TO
DEFENDANT GLOBAL AMICI, INC.

ENDORSED
FILED
San Francisco County Superior Court

OCT 09 2008

GORDON PARK-LI, Clerk
BY: JOCELYN G. ROQUE
Deputy Clerk

1 **1. INTRODUCTION**

2 1.1 On or about July 5, 2007, the Mateel Environmental Justice Foundation
3 ("Mateel") and its attorneys, the Klamath Environmental Law Center ("KELC"), acting
4 on behalf of themselves and the general public, filed a complaint for civil penalties and
5 injunctive relief in the Superior Court for the City and County of San Francisco in the
6 action entitled *Mateel Environmental Justice Foundation v. Global Amici, Inc.*, Case No.
7 CGC 07-464890 against Global Amici, Inc. ("Global Amici"). The complaint in that
8 action alleges, among other things, that Global Amici violated provisions of the Safe
9 Drinking Water and Toxic Enforcement Act of 1986, Health and Safety Code Section
10 25249.5, et seq. ("Proposition 65"). In particular, Mateel alleges that Global Amici has
11 knowingly and intentionally exposed persons to products which use beverage dispensing
12 jars or vessels that incorporate leaded brass spigots through which the beverages are
13 dispensed ("Covered Beverage Jar Products") which contain lead and/or lead compounds,
14 which are chemicals known to the State of California to cause cancer and birth defects or
15 other reproductive harm, without first providing clear and reasonable warnings to such
16 individuals. This action was filed more than 60 days after Mateel had sent a 60 Day
17 Notice Letter to Global Amici, the California Attorney General, all California District
18 Attorneys, and all City Attorneys of each California city with a population exceeding
19 750,000, providing Notice of these alleged violations. A copy of that 60 Day Notice letter
20 is attached to the complaint in this action.

21 1.2 On or about November 16, 2007, Mateel and its attorneys, acting on behalf
22 of themselves and the general public, filed a complaint for civil penalties and injunctive
23 relief in the Superior Court for the City and County of San Francisco in the action entitled
24 *Mateel Environmental Justice Foundation v. Home Essentials, Inc.*, Case No. 469721,
25 against several defendants, including Sur La Table, Inc. ("Sur La Table"). The complaint
26 in that action alleges, among other things, that Sur La Table violated provisions of
27 Proposition 65. In particular, Mateel alleges that Sur La Table has knowingly and
28 intentionally exposed persons to products which use beverage dispensing jars or vessels

1 that incorporate leaded brass spigots through which the beverages are dispensed
2 ("Covered Beverage Jar Products") which contain lead and/or lead compounds, which are
3 chemicals known to the State of California to cause cancer and birth defects or other
4 reproductive harm, without first providing clear and reasonable warnings to such
5 individuals. This action was filed more than 60 days after Mattel had sent a 60 Day
6 Notice Letter to Sur La Table, the California Attorney General, all California District
7 Attorneys, and all City Attorneys of each California city with a population exceeding
8 750,000, providing Notice of these alleged violations. A copy of that 60 Day Notice letter
9 was attached to the complaint filed in the *Mateel v. Home Essentials* action.

10 **1.3** On or about June 25, 2008, Mateel sent a 60 Day Notice Letter to Sur La
11 Table, the California Attorney General, all California District Attorneys, and all City
12 Attorneys of each California city with a population exceeding 750,000 alleging that Sur
13 La Table has knowingly and intentionally exposed persons to products which use leaded
14 brass peppermills ("Covered Brass Peppermill Products") which contain lead and/or lead
15 compounds, which are chemicals known to the State of California to cause cancer and
16 birth defects or other reproductive harm, without first providing clear and reasonable
17 warnings to such individuals.

18 **1.4** For purposes of this Consent Judgment, the terms set forth below shall have
19 the meanings specified:

- 20 a. The term "Covered Products" includes Covered Beverage Jar
21 Products and Covered Brass Peppermill Products.
- 22 b. The term "Settling Defendants" shall refer to Sur La Table and
23 Global Amici.
- 24 c. The term "Parties" includes the Settling Defendants and Mateel.
- 25 d. The term "60 Day Notice Letters" includes the 60 Day Notice letters
26 referenced in Sections 1.1, 1.2 and 1.3.
- 27 e. The term "Actions" includes the *Mateel v. Global Amici* and *Mateel*
28 *v. Home Essentials* actions referenced in Sections 1.1 and 1.2

1 f. The term Complaints shall refer to the complaints filed in the
2 Actions.

3 1.5 Global Amici is a business that employs ten or more persons and
4 manufactures, distributes, supplies and/or otherwise markets within the State of California
5 Covered Beverage Jar Products, which are alleged to contain lead and/or lead compounds.

6 1.6 Sur La Table is a business that employs ten or more persons and
7 manufactures, distributes, supplies and/or otherwise markets within the State of California
8 Covered Beverage Jar Products and Covered Brass Peppermill Products which are alleged
9 to contain lead and/or lead compounds.

10 1.7 Lead and lead compounds are chemicals known to the State of California to
11 cause cancer, and lead is a chemical known to the State of California to cause
12 reproductive toxicity pursuant to Health and Safety Code Section 25249.9. Under certain
13 circumstances, products containing lead and/or lead compounds that are sold or
14 distributed in the State of California are subject to Proposition 65's warning requirement.
15 Mateel alleges that the Covered Products manufactured, distributed, sold and/or marketed
16 by the Settling Defendant for use in California require Proposition 65 warnings.

17 1.8 For purposes of this Consent Judgment, the Parties stipulate that this Court
18 has jurisdiction over the allegations of violations contained in the 60 Day Notice Letters
19 and the Complaints, as well as personal jurisdiction over the Settling Defendants as to the
20 acts alleged in the 60 Day Notice Letters and Complaints; that venue is proper in the City
21 and County of San Francisco and that this Court has jurisdiction to enter this Consent
22 Judgment as a full and final settlement and resolution of the allegations made against the
23 Settling Defendants contained in the 60 Day Notice Letters and Complaints and of all
24 claims that were or could have been raised against the Settling Defendants based on the
25 facts alleged therein or arising therefrom.

26 1.9 This Consent Judgment resolves claims that are denied and disputed. The
27 Parties enter into this Consent Judgment pursuant to a full and final settlement of any and
28 all claims between the Parties for the purpose of avoiding prolonged litigation. This

1 Consent Judgment shall not constitute an admission with respect to any allegation made in
2 the 60 Day Notice Letters or Complaints, each and every allegation of which the Settling
3 Defendants deny, nor may this Consent Judgment or compliance with it be used as an
4 admission or evidence of any fact, wrongdoing, misconduct, culpability or liability on the
5 part of any Settling Defendant.
6

7 **2. SETTLEMENT PAYMENT**

8 **2.1** Within five (5) calendar days of the entry of this Consent Judgment, the
9 Settling Defendants shall pay \$5,000 in civil penalties, allocated as directed by statute, as
10 well as an offset payment of \$12,500 to the Ecological Rights Foundation and an offset
11 payment of \$12,500 to the Californians for Alternatives to Toxics for work informing
12 California consumers about the hazards of and exposures to toxic chemicals and for work
13 to reduce exposures to and pollution from toxic chemicals. Ecological Rights Foundation
14 and Californians for Alternatives to Toxics are California non-profit environmental
15 organizations that advocate for consumers' safety, and for awareness and reduction of
16 toxic exposures.

17 **2.2** Within five (5) calendar days of entry of this Consent Judgment, the Settling
18 Defendants shall pay \$50,000 to KELC to cover a portion of Mateel's attorneys' fees and
19 costs.

20 **2.3** All payments referenced in Sections 2.1 and 2.2 shall be made by check,
21 payable to the above specified recipient and mailed, or sent by other overnight delivery, to
22 William Verick, Klamath Environmental Justice Foundation, 424 First Street, Eureka, CA
23 95501, to be distributed within a commercially reasonable time by Mr. Verick to the
24 ultimate recipients.

25 **2.4** The Parties acknowledge and agree that, except as provided in Section 2.2
26 of this Consent Judgment, each party shall bear its own costs, expenses, consultant and
27 expert fees, and attorneys' fees.
28

1 **3. ENTRY OF CONSENT JUDGMENT**

2 3.1 The Parties hereby request that the Court promptly enter this Consent
3 Judgment. Upon entry of this Consent Judgment, the Parties waive their respective rights
4 to a hearing or trial on the allegations of the Complaint.
5

6 **4. MATTERS COVERED BY THIS CONSENT JUDGMENT**

7 4.1 This Consent Judgment is a final and binding resolution between Mateel,
8 acting on behalf of itself and, as to those matters raised in the 60 Day Notice Letters, the
9 general public, and the Settling Defendants of any alleged violation of Proposition 65 or
10 the regulations promulgated thereunder to the fullest extent that were asserted or could
11 have been asserted against the Settling Defendants based upon, arising out of or relating to
12 the Settling Defendants' compliance with Proposition 65 or regulations promulgated
13 thereunder with respect to the Covered Products sold at retail in California, whether based
14 on actions committed by the Settling Defendants or by any other entity involved in the
15 manufacture, distribution and/or retail sale of the Covered Products, including but not
16 limited to parents, subsidiaries or affiliates, predecessors, officers, directors, employees of
17 the Settling Defendants and all customers, vendors, suppliers, manufacturers, distributors,
18 wholesalers, retailers or any other person in the course of doing business that
19 manufactured, distributed or sold the Covered Products. As to alleged exposures from
20 Covered Products sold at retail by the Settling Defendants to chemicals listed in the 60
21 Day Notice Letters pertaining to the Covered Products, compliance with the terms of this
22 Consent Judgment resolves any issue, now and in the future, concerning compliance with
23 Proposition 65 by the Settling Defendants and their parents, subsidiaries or affiliates,
24 predecessors, officers, directors, employees, and all customers, vendors, suppliers,
25 manufacturers distributors, wholesalers, retailers or any other person in the course of
26 doing business involving the Covered Products, and the successors and assigns of any of
27 these. Notwithstanding any other provision in this Consent Judgment, the release of
28 claims by the general public is limited to those claims made and chemicals identified in

1 the 60 Day Notice Letters. Also, notwithstanding any other provision in this Consent
2 Judgment, the release of claims shall not apply to any retail seller that in the future sells
3 Covered Beverage Jar Products in California without a warning consistent with section
4 7.1.1. Further, upon entry of this Consent Judgment, Mateel agrees to dismiss the
5 complaint in Case No. 469721, as against Sur La Table, with prejudice.

6 4.2 As to alleged exposures to chemicals identified in the 60 Day Notice Letters
7 pertaining to the Covered Products sold by the Settling Defendants, Mateel, acting on
8 behalf of itself and, as to the matters in the 60 Day Notice Letters, on behalf of the general
9 public, and its agents, successors and assigns, waives all rights to institute any form of
10 legal action and releases all claims which were or could have been brought against the
11 Settling Defendants and their parents, subsidiaries or affiliates, predecessors, officers,
12 directors, employees, and all customers, vendors, suppliers, manufacturers, distributors,
13 wholesalers, retailers or any other person in the course of doing business involving the
14 Covered Products and the successors and assigns of any of them. This release of claims
15 by the general public is not understood to extend beyond the claims included in the 60
16 Day Notice Letters. In furtherance of the foregoing, Mateel, acting on behalf of itself and
17 the general public, hereby waives any and all rights and benefits which it now has, or in
18 the future may have, conferred upon it with respect to the Covered Products by virtue of
19 the provisions of Section 1542 of the California Civil Code, which provides as follows:

20 "A GENERAL RELEASE DOES NOT EXTEND TO
21 CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR
22 SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF
23 EXECUTING THE RELEASE, WHICH IF KNOWN BY
HIM MUST HAVE MATERIALLY AFFECTED HIS
SETTLEMENT WITH THE DEBTOR."

24 Mateel understands and acknowledges that the significance and consequence of this
25 waiver of California Civil Code Section 1542 is that even if Mateel or any member of the
26 general public suffers future damages arising out of or resulting from, or related directly
27 or indirectly to, in whole or in part, the Covered Products, it will not be able to make any
28 claim for those damages against the Settling Defendants, their parents, subsidiaries or

1 affiliates, predecessors, officers, directors, employees, and all customers, vendors,
2 suppliers, manufacturers distributors, wholesalers, retailers or any other person in the
3 course of business involving the Covered Products (including but not limited to Global
4 Amici), and the successors and assigns of any of them, who may manufacture, use,
5 maintain, distribute or sell the Covered Products. Furthermore, Mateel acknowledges that
6 it intends these consequences for any such claims which may exist as of the date of this
7 release but which Mateel does not know exist, and which, if known, would materially
8 affect its decision to enter into this Consent Judgment, regardless of whether its lack of
9 knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

10
11 **5. ENFORCEMENT OF JUDGMENT**

12 **5.1** The terms of this Consent Judgment shall be enforced exclusively by the
13 Parties hereto. Enforcement of the injunctive relief provided in Paragraph 7 shall be
14 exclusively pursuant to the terms of Paragraph 5.

15 **5.2** At any time more than thirty (30) days after the Effective Date, Mateel,
16 and/or its attorneys, agents, assigns, or any other person acting in the public interest under
17 Health & Safety Code § 25249.7(d), may provide Sur La Table with a Notice of Violation,
18 alleging that a Covered Brass Peppermill Product is alleged to contain lead in excess of
19 the reformulation standard in this Consent Judgment and/or does not comply with the
20 applicable warnings requirement of this Consent Judgment (“Noncompliant Covered
21 Product”).

22 **5.2.1** A Notice of Violation may be based on a “swipe” testing which
23 Mateel believes establishes that lead is present on the surface of the Noncompliant
24 Covered Product. The Notice of Violation shall identify the Noncompliant Covered
25 Product by name, description, SKU, UPC, and any other identifying information available
26 to Mateel. Mateel shall provide with the Notice of Violation copies of all available
27 purchase receipts, product tags, and labels, picture(s) of the Noncompliant Covered
28

1 Product and any test results showing lead level in excess of the applicable reformulation
2 standard, if any.

3 5.2.2 Within fifteen (15) business days of receiving such Notice of
4 Violation, Sur La Table shall provide notice to Mateel of its election to contest or not to
5 contest the Notice of Violation. If Sur La Table elects not to contest the Notice of
6 Violation, it shall, within fifteen (15) business days after providing its notice of election,
7 either (a) stop sale of the Noncompliant Covered Product in California, or (b) provide the
8 Noncompliant Covered Product a warning that complies with this Consent Judgment. If
9 Sur La Table complies with this Section 5.2.2, it shall be deemed to be in compliance with
10 this Consent Judgment, there shall be no further actions taken related to the Noncompliant
11 Covered Product and Notice of Violation, and Sur La Table shall not be liable for any
12 remedies associated with the Noncompliant Covered Product or the Notice of Violation.

13 5.2.3 If Sur La Table wishes to contest the allegations contained in the
14 Notice of Violation, Sur La Table may provide with its notice of election any evidence to
15 Mateel that in Sur La Table's judgment supports its position. In the event that, upon a
16 good faith review of the evidence, Mateel agrees with Sur La Table's position, it shall
17 notify Sur La Table and no further action shall be taken. If Mateel disagrees with Sur La
18 Table's position, Mateel shall, within thirty (30) days, notify Sur La Table of such in
19 writing and provide Sur La Table, in writing, with the reasons for its disagreement.
20 Thereafter, Mateel and Sur La Table shall meet and confer to attempt to resolve their
21 dispute on mutually acceptable terms.

22 5.2.4 If either (a) there is no resolution of the meet and confer process
23 required under Section 5.2.3 within forty-five (45) days, (b) Sur La Table fails to provide
24 written notice of its election to correct or contest the violations identified in a Notice of
25 Violation within the fifteen (15 days) provided under Section 5.2.2, or (c) Sur La Table
26 fails to correct any uncontested violations identified in a Notice of Violation within the
27 thirty (30) days provided under Section 5.2.2, then Mateel may seek to enforce the terms
28 and conditions contained in this Consent Judgment in the Superior Court of the State of

1 California, County of San Francisco, or may initiate an enforcement action for new
2 violations pursuant to Health and Safety Code Section 25249.7(d)
3

4 **6. MODIFICATION OF JUDGMENT**

5 6.1 This Consent Judgment may be modified only upon written agreement of
6 the Parties and upon entry of a modified Consent Judgment by the Court, or upon motion
7 of any party as provided by law and upon entry of a modified Consent Judgment by the
8 Court.
9

10 **7. INJUNCTIVE RELIEF**

11 **Covered Beverage Jar Products**

12 7.1 Global Amici agrees that it has discontinued and will no longer offer for
13 sale into California any of the Covered Beverage Jar Products that use leaded brass
14 spigots, including those specifically identified in the 60 Day Notice letter attached to the
15 Complaint in this action. Global Amici further represents that it is not aware of any other
16 beverage dispenser which it continues to sell into California that also uses a brass spigot
17 for dispensing drinking liquids.

18 7.1.1 Global Amici further agrees that in the future if it sells any Covered
19 Beverage Jar Products outside of California, including any distributor located outside of
20 California, it will inform the buyer of the exposure to lead caused by the Covered
21 Beverage Jar Products and inform the buyer that if the Covered Beverage Jar Product is
22 sold in California, the consumer must be provided with a warning that the product exposes
23 the consumer to lead, a chemical known by the State of California to cause birth defects or
24 other reproductive harm.

25 7.2 Sur La Table agrees that it has discontinued and will no longer offer for sale
26 in California any of the Covered Beverage Jar Products that use leaded brass spigots,
27 including those specifically identified in the 60 Day Notice letter attached to the
28 complaint in the *Mateel v. Home Essentials* action identified in Section 1.2. Sur La Table

1 further represents that it is not aware of any other beverage dispenser which it sells in
2 California that uses a brass spigot for dispensing drinking liquids.

3 7.3 Sur La Table shall use the following efforts to contact and inform
4 Californians who have earlier purchased Covered Beverage Jar Products from Sur La
5 Table:

6 7.3.1 For those prior purchasers for which Sur La Table has direct address
7 information, Sur La Table shall send a letter, via U.S. mail, in the form and content set
8 forth in Exhibit A hereto, to the prior purchaser's last known address. That letter will give
9 the prior purchasers: (1) a Proposition 65 warning about the Covered Beverage Jar
10 Product and exposure to lead resulting therefrom; and (2) an opportunity to have sent to
11 them plastic replacement spigots of a type which Mateel has tested and confirmed is not
12 made of leaded PVC or other lead leaching plastic or to return the Covered Beverage Jar
13 Product for a merchandise credit.

14 7.3.2 For those prior purchasers for which Sur La Table has possible,
15 indirect access to address information, such as purchasers who paid for the Covered
16 Beverage Jar Product by credit-card, Sur La Table shall use all legal means available to
17 obtain the address information. If Sur La Table is able to obtain the address information
18 for the prior purchaser, Sur La Table shall provide the same information and options for
19 that consumer as described in 7.3.1, above.
20

21 Covered Brass Peppermill Products

22 7.4 Sur La Table agrees that for any Covered Brass Peppermill Products which
23 are made of a brass alloy containing lead at a concentration of 300 parts per million
24 (.03%) or higher, and which are sold at retail in California anytime 90 days after entry of
25 this Consent Judgment, a Proposition 65 Warning, as described below, shall be provided:

26 **PROP 65 WARNING: This product contains lead and lead compounds,**
27 **known to the State of California to cause [cancer, and] birth defects or**
other reproductive harm. *Wash your hands after handling this product.*

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WARNING: This product contains a chemical known to the State of California to cause cancer, and birth defects or other reproductive harm. *Wash your hands after handling.*

or

WARNING: This product contains lead, a chemical known to the State of California to cause cancer, and birth defects or other reproductive harm. *Wash your hands after handling.*

or

PROP 65 WARNING: Handling the brass material on this product exposes you to lead, a chemical known to the State of California to cause [cancer, and] birth defects and other reproductive harm. *Wash hands after use.*

The phrase "PROP 65" may be excluded at Sur La Table's discretion. If included, the phrase "PROP 65" shall be in capitals. The word "WARNING" shall be in capitals. The words "*Wash hands after handling this product*" or "*Wash hands after use,*" shall be italicized or underlined if used. Inclusion of the bracketed words "cancer, and" in the above warning shall be at Sur La Table's option. The foregoing does not preclude Sur La Table from adding a warning for additional Proposition 65 listed chemicals unless the Attorney General takes the position that such a warning would be misleading or an over-warning.

7.5 At the sole option of Sur La Table, warnings required by Section 7.4 may be provided through either: (1) product labeling pursuant to Section 7.5.1 or (2) point of sale warnings at any retail store as set forth in Section 7.5.2.

7.5.1 Product Labeling: Sur La Table may provide a warning by prominently affixing to or printing on each Covered Brass Peppermill Product, its label, or package and contained in the same section of the label or package that contains other safety warnings, if any, concerning the use of the Covered Brass Peppermill Product or near its displayed price and/or UPC code, and with such conspicuousness, as compared with other words, statements, designs, or devices on the Covered Brass Peppermill Product, its label, package or display as to render it likely to be read and understood by an ordinary individual.

1 7.5.2 Point of Sale Warnings: Sur La Table may provide a warning by
2 posting signs at every retail outlet it owns or principally operates in the State of California
3 at which Covered Brass Peppermill Products are sold. The warning signs may be
4 displayed: (1) at each location in the store where the products are displayed and visible
5 when the products are being viewed without the products being moved; or (2) for stores
6 with less than 7,500 square feet, adjacent to each check out counter, sales register, cash
7 stand, cash wrap or similar check out location in the store. All warning signs must be
8 displayed in such a manner that any potential purchaser would reasonably be expected to
9 see the warning and adequately distinguish between Peppermills which are Brass Covered
10 Peppermill Products for which warnings are required and Peppermills which are not Brass
11 Covered Peppermill Products and do not cause a lead exposure.,
12

13 **8. NOTICE**

14 8.1 When any party is entitled to receive any notice or report under this Consent
15 Judgment, the notice report shall be made in writing and sent via U.S. Mail or other
16 manner of overnight delivery to the following:

17 (a) for Mateel: William Verick, Klamath Environmental Justice Foundation,
18 424 First Street, Eureka, CA 95501;

19 (b) for Sur La Table, Inc.: Debbie Brownfield, Chief Financial Officer, Sur
20 La Table, Inc, Seattle Design Center, 5601 6th Avenue South, Suite 486, Seattle, WA
21 98108, with a copy to John E. Dittoe, Esq., Reed Smith, LLP, 1999 Harrison St., Suite
22 2400, Oakland, CA 94612-3572; and

23 (c) for Global Amici: Jeff Sachs, Global Amici, Inc., 8400 Miramar Rd.,
24 Suite 130, San Diego, CA 92126, with a copy to James Holtz, Esq., Stutz Artiano Shinoff
25 & Holtz, 2488 Historic Decatur Rd., #200, San Diego, CA 92106.
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1 **9. AUTHORITY TO STIPULATE**

2 9.1 Each signatory to this Consent Judgment certifies that he or she is fully
3 authorized by the party he or she represents to enter into this Consent Judgment and to
4 execute it on behalf of the party represented and legally to bind that party.
5

6 **10. RETENTION OF JURISDICTION**

7 10.1 This Court shall retain jurisdiction to implement the Consent Judgment.
8

9 **11. ENTIRE AGREEMENT**

10 11.1 This Consent Judgment contains the sole and entire agreement and
11 understanding of the Parties with respect to the entire subject matter hereof, and any and
12 all prior discussions, negotiations, commitments and understandings related hereto. No
13 representations, oral or otherwise, express or implied, other than those contained herein
14 have been made by any party hereto. No other agreements not specifically referred to
15 herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties.
16

17 **12. GOVERNING LAW**

18 12.1 The validity, construction and performance of this Consent Judgment shall
19 be governed by the laws of the State of California, without reference to any conflicts of
20 law provisions of California law.
21

22 **13. COMPLIANCE WITH HEALTH & SAFETY CODE SECTION 25249.7(F)**

23 13.1 Mateel agrees to comply with Health & Safety Code §25249.7(f)'s reporting
24 form and approval requirements and as implemented by various regulations.
25

26 **14. EXECUTION IN COUNTERPARTS**

27 14.1 This Consent Judgment may be executed in counterparts and/or by
28 facsimile, which taken together shall be deemed to constitute one original document.

1 **15. COURT APPROVAL**

2 15.1 If this Consent Judgment is not approved by the Court, it shall be of no force
3 or effect, and cannot be used in any proceeding for any purpose.

4 **IT IS SO STIPULATED:**

5 Dated: *Sept 3, 2008*

MATEEL ENVIRONMENTAL JUSTICE
FOUNDATION

6
7 By: *William Verick*
8 William Verick
9 CEO Mateel Environmental Justice Foundation,
Klamath Environmental Law Center

10
11 Dated: GLOBAL AMICI, INC.,

12
13 By: _____
14 Its: _____

15 Dated: *9-1-08* SUR LA TABLE, INC.

16
17 By: _____
18 Debbie Brownfield
Its: Chief Financial Officer

19 **IT IS SO ORDERED, ADJUDGED AND DECREED:**

20
21 Dated: _____
22 JUDGE OF THE SUPERIOR COURT

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1 **15. COURT APPROVAL**

2 15.1 If this Consent Judgment is not approved by the Court, it shall be of no force
3 or effect, and cannot be used in any proceeding for any purpose.

4 **IT IS SO STIPULATED:**

5 Dated: Sept 3, 2008 MATEEL ENVIRONMENTAL JUSTICE
6 FOUNDATION
7 By: William Verick
8 William Verick
9 CEO Mateel Environmental Justice Foundation,
10 Klamath Environmental Law Center

11 Dated: GLOBAL AMICI, INC.,
12
13 By: JEFFREY SACKS
14 Its: PRESIDENT

15 Dated: SUR LA TABLE, INC.
16
17 By: Debbie Brownfield
18 Its: Chief Financial Officer

19 **IT IS SO ORDERED, ADJUDGED AND DECREED:**

20 PATRICK J. MAHONEY,
21 Dated: OCT 09 2008
22 JUDGE OF THE SUPERIOR COURT

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_____, 2008

Re: Your Purchase of Glass Hexagon Jar with a Brass Spigot –
California Proposition 65 (Health & Safety Code Section 25249.6)

Dear Customer:

Our records indicate that you purchased from one of our California stores a glass hexagon jar with a brass spigot manufactured by Global Amici, Inc. A picture of the Global Amici Jar is displayed below. We have learned that the brass spigot on the Global Amici Jar leaches lead into liquids dispensed through the spigot, with lead being a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.]

Enclosed, free of charge, is a plastic, lead-free replacement spigot. Please replace the brass spigot or alternatively, you can bring this letter and your Global Amici Jar to any of our California stores for a merchandise credit.

We regret any inconvenience this may have caused and look forward to serving you in the future.

Sincerely,

SUR LA TABLE, INC.,

W02-WEST:1RCV1400740670.1