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11 ENVIRONMENTAL JUSTICE FOUNDATION

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
13 CITY AND COUNTY OF SAN FRANCISCO  
14 UNLIMITED JURISDICTION

15  
16 MATEEL ENVIRONMENTAL JUSTICE )  
17 FOUNDATION, )  
18 Plaintiff, )  
19 v. )  
20 THE TJX COMPANIES, INC. and TARGET )  
CORPORATION, )  
21 Defendants. )

Case No. CGC-08-480589  
**CONSENT JUDGMENT**  
**(TJX COMPANIES, INC)**

22  
23 **1. INTRODUCTION**

24 1.1 On or about June 25, 2008, plaintiff Mateel Environmental Justice Foundation  
25 ("MEJF"), provided a 60-day Notice of Violation to the California Attorney General, the District  
26 Attorneys of each county in California, the City Attorneys of every California city with a  
27 population greater than 750,000, and defendant The TJX Companies, Inc., (together with its  
28

**FILED**  
San Francisco County Superior Court

OCT 02 2009

GORDON PARK-LI, Clerk  
BY: Judith C. Rogane  
Deputy Clerk

1 affiliates and subsidiaries, collectively "TJX" or "Settling Defendant"), alleging that TJX,  
2 through its sales in California of beverage dispensers with brass spigots that contain lead  
3 ("Covered Brass Spigot Products") was in violation of Proposition 65 by knowingly and  
4 intentionally exposing persons to lead, a product known to the State of California to cause cancer  
5 and/or birth defects or other reproductive harm, without first providing a clear and reasonable  
6 warning.

7 1.2 On or about April 1, 2009, MEJF provided a 60-day Notice of Violation to the  
8 California Attorney General, the District Attorneys of each county in California, the City  
9 Attorneys of every California city with a population greater than 750,000, and TJX, alleging that  
10 TJX, through its sales in California of products made of, or that incorporate parts or components  
11 which are made of, brass and/or bronze that contain lead and such part or component is touched  
12 or handled as part of the reasonably foreseeable use of the product, ("Covered Brass  
13 Miscellaneous Products") was in violation of Proposition 65 by knowingly and intentionally  
14 exposing persons to lead, a product known to the State of California to cause cancer and/or birth  
15 defects or other reproductive harm, without first providing a clear and reasonable warning.

16 1.3 On or about October 6, 2008, MEJF, acting in the public interest pursuant to  
17 Health and Safety Code § 25249.7(d), filed a Complaint for Civil Penalties and Injunctive Relief  
18 in San Francisco County Superior Court, Case No. CGC-09-480589 against, inter alia, TJX based  
19 on the allegations contained in the June 25, 2008 Notice and the April 1, 2009 Notice. MEJF  
20 alleges that TJX is a business that employs more than ten persons and manufactures, distributes  
21 and/or markets Covered Brass Spigot Products made with brass valves or spigots that contain lead  
22 within the State of California. Pursuant to Proposition 65, lead and lead compounds are  
23 chemicals known to the State of California to cause cancer and reproductive toxicity. Products  
24 containing lead and/or lead compounds that are sold or distributed in the State of California may  
25 be, under specified circumstances, subject to the Proposition 65 warning requirement set forth in  
26 Health and Safety Code § 25249.6. MEJF further alleges that Covered Brass Spigot Products are  
27 manufactured, distributed, sold and/or marketed by TJX for use in California, require a warning  
28 under Proposition 65. On June 10, 2009, pursuant to leave of court, plaintiff amended the

1 Complaint, adding defendants which do not concern or affect the claims by Mateel against TJX,  
2 or the claims and terms of this settlement and stipulated judgment. .

3 1.4 For purposes of this Consent Judgment only, the Parties stipulate that this Court  
4 has jurisdiction over the allegations of violations contained in the Notices and Complaints and  
5 personal jurisdiction over Settling Defendant as to the acts alleged in the Complaints, that venue  
6 is proper in the County of San Francisco and that this Court has jurisdiction to enter this Consent  
7 Judgment as a full and final settlement and resolution of the allegations contained in the  
8 Complaints and of all claims which were or could have been raised based on the facts alleged  
9 therein or arising therefrom.

10 1.5 The Parties enter into this Consent Judgment pursuant to a full and final settlement  
11 of disputed claims between the parties for the purpose of avoiding prolonged litigation. This  
12 Consent Judgment and compliance with it shall not constitute an admission with respect to any  
13 allegation made in the Notices or the Complaints, each and every allegation of which Settling  
14 Defendant denies, nor may this Consent Judgment or compliance with it be used as an admission  
15 or evidence of any fact, wrongdoing, misconduct, culpability or liability on the part of a Settling  
16 Defendant.

17 **2. INJUNCTIVE RELIEF**

18  
19 *COVERED BRASS SPIGOT PRODUCTS*

20 2.1 After the entry of this judgment ("Effective Date,") TJX shall not sell, or offer for  
21 sale, Covered Brass Spigot Products in California.

22 2.2 Settling Defendant shall undertake the following actions to provide notice to  
23 customers or guests (hereafter "guests") in California who have in the past purchased Covered  
24 Brass Spigot Products:

25 2.2.1 Within 30 days of the Effective Date, TJX shall provide a notice  
26 substantially in the same form and content as Exhibit A by electronic mail or U.S. Mail to all  
27 guests who purchased an Identified Covered Product and for whom, either because the purchase  
28

1 was through the internet, or otherwise, TJX has the purchaser's email or United States Mail  
2 address.

3 2.2.2 If the total number of sales of Covered Brass Spigot Products is more than  
4 100, then within 30 days of the Effective Date, and for a period of no less than 120 days  
5 thereafter, TJX shall provide a notice substantially in the same form and content as Exhibit B on  
6 its website and in each store in California, in the same manner and location in which it provides  
7 consumer recall information in connection with products subject to recall by the United States  
8 Consumer Product Safety Commission ("CPSC").

9  
10 *COVERED MISCELLANEOUS BRASS PRODUCTS*

11 2.3 For Covered Brass Miscellaneous Products which are manufactured more than 90  
12 days after the entry of this Consent Judgment and are made of a brass alloy containing lead at a  
13 concentration of 300 parts per million (.03%) or higher, and which are sold at retail in California,  
14 a Proposition 65 Warning, as described below, shall be provided:

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

17 or

18 **PROP 65 WARNING: Handling the brass material on this product exposes**  
19 **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.***

20 The phrase "PROP 65" may be excluded at the Defendant's discretion. If included, the phrase  
21 "PROP 65" shall be in capitals. The word "WARNING" shall be in capitals. The words "*Wash*  
22 *hands after handling this product*" or "*Wash hands after use,*" shall be italicized or underlined.  
23 Inclusion of the bracketed words "cancer, and" in the above warning shall be at Settling  
24 Defendant's option. The foregoing does not preclude Settling Defendant from adding a warning  
25 for additional Proposition 65 listed chemicals unless the Attorney General takes the position that  
26 such a warning would be misleading or an over-warning. Such warning shall be prominently  
27 affixed to or printed on each Covered Miscellaneous Brass Product, its label, or package and  
28 contained in the same section of the label or package that contains other safety warnings, if any,

1 concerning the use of the Covered Brass Miscellaneous Product or near its displayed price and/or  
2 UPC code, and with such conspicuousness, as compared with other words, statements, designs, or  
3 devices as to render it likely to be read and understood by an ordinary individual.

4  
5 **3. ENFORCEMENT OF JUDGMENT**

6 3.1 The terms of this Consent Judgment shall be enforced exclusively by the Parties  
7 hereto. Subject to the requirements of Section 3.2, the Parties may, by noticed motion or order to  
8 show cause before the Superior Court of San Francisco County, giving the notice required by law,  
9 enforce the terms and conditions contained herein.

10 3.2 **Notice and Cure/Meet and Confer.** At any time more than 30 days after the  
11 Effective Date, MEJF may provide TJX with a Notice of Violation, alleging that a Covered  
12 Miscellaneous Brass Product sold by TJX in California is alleged to contain lead in excess of an  
13 applicable reformulation standard in this Consent Judgment and/or does not comply with the  
14 applicable warning requirement in this Consent Judgment (“Noncompliant Covered Product”).

15 3.2.1 A Notice of Violation may be based on “swipe” testing which Mateel  
16 believes establishes that lead is present on the surface of the Noncompliant Covered Product. The  
17 Notice of Violation shall identify the Noncompliant Covered Product by name, description, SKU,  
18 UPC, and any other identifying information available to Mateel. MEJF shall provide with the  
19 Notice of Violation copies of all available purchase receipts, product tags, and labels, picture(s) of  
20 the Noncompliant Covered Product, and any test results showing lead level in excess of the  
21 applicable reformulation standard, if any.

22 3.2.2 Within 15 business days of receiving such a request, TJX shall provide  
23 notice to MEJF of its election to contest or not to contest the Notice of Violation. If TJX elects  
24 not to contest the Notice of Violation, it shall, within 5 business days after providing its notice of  
25 election, either (a) stop sale of the Noncompliant Covered Product in California, or (b) provide  
26 with the Noncompliant Covered Product a warning that complies with this Consent Judgment. If  
27 TJX complies with this Section 3.2.2, it shall be deemed to be in compliance with this Consent  
28 Judgment, there shall be no further actions taken related to the Noncompliant Covered Product

1 and the Notice of Violation, and TJX shall not be liable for any remedies, including injunctive  
2 relief, penalties, sanctions, monetary award, attorney's fees, or costs associated with the  
3 Noncompliant Covered Product or the Notice of Violation.

4           3.2.3 In the event that TJX wishes to contest the allegations contained in any  
5 Notice of Violation, TJX may provide with its notice of election any evidence to MEJF that in  
6 TJX's judgment supports its position. In the event that, upon a good faith review of the evidence,  
7 MEJF agrees with TJX's position, it shall notify TJX and no further action shall be taken. If  
8 MEJF disagrees with TJX's position, it shall, within 30 days, notify TJX of such and provide  
9 TJX, in writing, with the reasons for its disagreement. Thereafter, the Parties shall meet and  
10 confer to attempt to resolve their dispute on mutually acceptable terms.

11           3.2.4 If either (a) there is no resolution of the meet and confer process required  
12 under Section 3.2.3 within 30 days, (b) TJX fails to provide written notice of its election to  
13 correct or contest the violations identified in a Notice of Violation within 15 days, or (c) TJX fails  
14 to correct any uncontested violations identified in a Notice of Violation within 30 days, MEJF  
15 may seek to enforce the terms and conditions contained in this Consent Judgment in the Superior  
16 Court of the State of California, County of San Francisco, or may initiate an enforcement action  
17 for new violations pursuant to Health and Safety Code § 25249.7(d).

18           3.3 As to any matters not covered by Section 3.2, a Party may enforce any of the terms  
19 and conditions of this Consent Judgment only after that Party first provides 30-days notice to the  
20 Party allegedly failing to comply with the terms and conditions of this Consent Judgment and  
21 attempts to resolve such Party's failure to comply in an open and good faith manner. In any such  
22 proceeding, the Party may seek whatever fines, costs, penalties or remedies as may be provided  
23 by law for any violation of Proposition 65 or this Consent Judgment.

24  
25 **4. MONETARY RELIEF**

26           4.1 Settling Defendants shall pay a total of \$42,500 in full and complete settlement of  
27 all monetary claims by MEJF, as follows:  
28

1           4.2     At least five days prior to the hearing date on any motion to approve this Consent  
2 Judgment, TJX payment shall be sent to the attention of William Verick, Klamath Environmental  
3 Law Center, 424 First Street, Eureka, California 95501. If the payments have not been so  
4 received, MEJF may continue or withdraw any motion to approve this agreement, and this  
5 Consent Judgment shall be deemed of no effect. If within 120 days, this Consent Judgment has  
6 not been approved by the Court pursuant to Health & Safety Code §25249.7(f)(4), these payments  
7 will be returned. Upon approval by the Court of this Consent Judgment, the payments shall  
8 subsequently and within a commercially reasonable time be allocated by KELC as follows:

9           4.2.1   The sum of \$20,000 shall be paid as a charitable contribution to KPFA.  
10 This payment shall be used for reducing exposures to toxic chemicals and other pollutants, and  
11 for increasing consumer, worker and community awareness of health hazards posed by lead and  
12 other toxic chemicals. The Parties agree and acknowledge that the charitable contributions made  
13 pursuant to this Section shall not be construed as a credit against the personal claims of absent  
14 third parties for restitution against the defendant.

15           4.2.2   The sum of \$22,500 shall be retained by Klamath Environmental Law  
16 Center, as payment in part for the attorneys fees and costs incurred in this action.

17     **5. CLAIMS COVERED AND RELEASE**

18           5.1     As to Covered Brass Spigot Products and Covered Brass Miscellaneous Products  
19 sold or marketed by Settling Defendant prior to the entry of this Consent Judgment (collectively  
20 "Covered Products") this Consent Judgment is a final and binding resolution between MEJF,  
21 acting on behalf of itself and (as to those matters raised in the 60 Day Notices) in the public  
22 interest, and Settling Defendant and its suppliers, distributors, wholesalers, retailers, or any other  
23 person in the chain of distribution and retail sale of: (i) any violation of Proposition 65 (including  
24 but not limited to the claims made in the Complaints and the Notices); and (ii) any other claim  
25 that could have been asserted by MEJF in the public interest against the Settling Defendant, based  
26 on exposure of persons to lead from Covered Products or failure to provide a clear and reasonable  
27 warning of such exposure.

28

1           5.2     Compliance by Settling Defendant with the terms of this Consent Judgment shall  
2 be considered compliance with the requirements of Proposition 65.

3           5.3     As to Covered Products sold by Settling Defendant prior to the Effective Date,  
4 MEJF, by and on behalf of itself and its respective agents, attorneys, affiliates, successors and  
5 assigns, waives any and all rights to institute any form of legal action, and releases all claims  
6 against the Selling Defendants and its suppliers, distributors, wholesalers, retailers, or any other  
7 person in the chain of distribution and retail sale based on the facts alleged in the Complaints or  
8 the Notices, or facts similar to those alleged (referred to collectively in this Section as the  
9 "Claims").

10          5.4     In furtherance of the Parties' intention that this Consent Judgment shall be  
11 effective as a full and final accord, satisfaction, and release as to the Settling Defendant MEJF  
12 acknowledges familiarity and understanding of California Civil Code § 1542, which provides as  
13 follows:

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

17 To the extent that Section 1542 or any similar law or statute may otherwise apply to this Consent  
18 Judgment, MEJF hereby waives and relinquishes as to all matters released hereunder all rights  
19 and benefits it has, or may have, under Section 1542 or the laws of any other jurisdiction to the  
20 same or similar effect. MEJF further acknowledges that, subsequent to the execution of this  
21 Consent Judgment, it may discover Claims that were unsuspected at the time this Consent  
22 Judgment was executed, and which might have materially affected its decision to execute this  
23 Consent Judgment, but nevertheless MEJF releases the Settling Defendant from any and all such  
24 Claims, whether known or unknown, suspected or unsuspected, at the time of the execution of  
25 this Consent Judgment.  
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1     **6.     APPLICATION OF JUDGMENT**

2             6.1     The obligations of this Consent Judgment shall apply to and be binding upon all  
3 plaintiffs acting in the public interest pursuant to Health and Safety Code § 25249.7, and Settling  
4 Defendant, and their successors or assigns. The terms contained in this Consent Judgment shall  
5 be submitted to the California Attorney General's office prior to the entry of this Consent  
6 Judgment by the Court in accordance with subsection (f) of Section 25249.7.

7             6.2     This Consent Judgment shall have no effect on Covered Products sold or offered  
8 for sale by Settling Defendants outside the State of California.

9     **7.     MODIFICATION OF JUDGMENT**

10            7.1     This Consent Judgment may be modified only upon written agreement of the  
11 parties and upon entry of a modified Consent Judgment by the Court thereon or upon motion of  
12 any party as provided by law and upon entry of a modified Consent Judgment by the Court.

13            7.2     If the Attorney General of the State of California or Plaintiff permit any  
14 reformulation standard and/or test protocol for lead in Covered Brass Spigot Products by way of  
15 settlement or compromise with any other person in the course of doing business, then Settling  
16 Defendant shall be entitled to apply any such reformulation standard and/or test protocol to  
17 Covered Products. In the event that Settling Defendant elects to use such alternative  
18 reformulation standard and/or test protocol, it shall provide notice to MEJF.

19            7.3     Settling Defendant shall be entitled to a modification to this Consent Judgment to  
20 establish a reformulation standard and/or test protocol for lead content in Covered Products  
21 consistent with any "safe use determination" regarding lead content in Covered Products issued  
22 by the California Environmental Protection Agency Office of Environmental Health Hazard  
23 Assessment, pursuant to 27 Cal. Code Regs. § 25204 or any successor regulation.

24     **8.     COURT APPROVAL**

25            8.1     If the Court does not approve this Consent Judgment, it shall be of no force or  
26 effect, and cannot be used in any proceeding for any purpose.

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1 **9. RETENTION OF JURISDICTION**

2 9.1 This Court shall retain jurisdiction of this matter to implement this Consent  
3 Judgment.

4 **10. GOVERNING LAW**

5 10.1 The laws of the State of California shall govern the validity, construction and  
6 performance of this Consent Judgment.

7 **11. NOTICES**

8 11.1 When any Party is entitled to receive any notice under this Consent Judgment, the  
9 notice or report shall be sent by U.S. mail or overnight courier service to the following persons :

10 If to MEJF: William Verick, Esq.  
11 Klamath Environmental Law Center  
424 First Street  
Eureka, CA 95501

12 If to TJX: Patrick J. Cafferty, Jr., Esq.  
13 Munger, Tolles & Olson LLP  
560 Mission Street, 27<sup>th</sup> Floor  
14 San Francisco, CA 94105  
With a copy to:  
15 Colleen Dunham Henschke, Esq.  
The TJX Companies, Inc.  
16 770 Cochituate Road  
Framingham, MA 01701

17  
18 11.2 Any Party may modify the person and address to whom notice is to be sent by  
19 sending each other Party notice in accordance with this Section.

20 **12. AUTHORITY TO STIPULATE**

21 12.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized  
22 by the party he or she represents to enter into this Consent Judgment and to execute it on behalf of  
23 the party represented and legally to bind that party.

24 **13. ENTIRE AGREEMENT**

25 13.1 This Consent Judgment contains the sole and entire, agreement and understanding  
26 of the parties with respect to the entire subject matter hereof, and any and all prior discussions,  
27 negotiations, commitments and understandings related hereto. No representations, oral or  
28 otherwise, express or implied, other than those contained herein have been made by any party

1 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be  
2 deemed to exist or to bind any of the parties.

3 **14. EXECUTION IN COUNTERPARTS**

4 14.1 This Consent Judgment may be executed in counterparts and/or by facsimile or  
5 portable document format (pdf). Signatures transmitted by facsimile or electronic image shall be  
6 considered to be original signature and the executed counterparts taken together shall be deemed  
7 to constitute one original document.

8 IT IS SO STIPULATED:

9  
10 Dated: \_\_\_\_\_, 2009

**MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION**

13 By \_\_\_\_\_

14  
15 Dated: \_\_\_\_\_, 2009

**TJX COMPANIES, INC.,**

17 By \_\_\_\_\_

18  
19 IT IS SO ORDERED, ADJUDGED AND DECREED:

20  
21 Date:

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

1 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be  
2 deemed to exist or to bind any of the parties.

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9  
10 Dated: \_\_\_\_\_, 2009

**MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION**

11  
12  
13 By 

14  
15 Dated: \_\_\_\_\_, 2009

**TJX COMPANIES, INC.,**

16  
17 By \_\_\_\_\_

18  
19 IT IS SO ORDERED, ADJUDGED AND DECREED:

20  
21 Date: \_\_\_\_\_

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

1 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be  
2 deemed to exist or to bind any of the parties.

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5 portable document format (pdf). Signatures transmitted by facsimile or electronic image shall be  
6 considered to be original signature and the executed counterparts taken together shall be deemed  
7 to constitute one original document.

8 IT IS SO STIPULATED:

9  
10 Dated: \_\_\_\_\_, 2009

**MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION**

11  
12  
13 By \_\_\_\_\_

14  
15 Dated: September 5, 2009

**TJX COMPANIES, INC.,**

16  
17 By Patrick J. Coffey, Jr.  
18

19 IT IS SO ORDERED, ADJUDGED AND DECREED:

20  
21 Date: October 2, 2009

Paul H. Alvarado  
JUDGE OF THE SUPERIOR COURT

22  
23 **PAUL H. ALVARADO**

EXHIBIT A - NOTICE TO TJX GUESTS

1  
2 Dear TJX Guest:

3 Our records show that you may have purchased a TJX beverage dispenser with a brass  
4 spigot.

5 TJX has been advised that the brass spigots on these beverage dispensers leach lead into  
6 liquids dispensed through the spigots. Lead is a chemical known to the State of California to  
7 cause birth defects. The safety of our guest has been, and continues to be, our first priority.  
8 That's why we've stopped selling these items and have taken steps to ensure that our product  
9 vendors no longer supply beverage dispensers with leaded brass. We ask that you immediately  
10 stop using your dispenser, and return it to any TJX store for a full refund in the form of a gift  
11 card. No receipt is required for this return.

12 If you have further questions, please call TJX customer service.

13 TJX is committed to providing our guests with quality products, and we apologize for any  
14 concerns this may cause.

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**EXHIBIT B – IN-STORE/WEBSITE NOTIFICATION**

1  
2 You may have purchased a TJX beverage dispenser with a brass spigot.

3 TJX has been advised that the brass spigots on these beverage dispensers leach lead into  
4 liquids dispensed through the spigots. Lead is a chemical known to the State of California to  
5 cause birth defects. The safety of our guest has been, and continues to be, our first priority.  
6 That's why we've stopped selling these items and have taken steps to ensure that our product  
7 vendors no longer supply beverage dispensers with leaded brass. We ask that you immediately  
8 stop using your dispenser, and return it to any TJX store for a full refund in the form of a gift  
9 card. No receipt is required for this return.

10 If you have further questions, please give our customer service a call

11 TJX is committed to providing our guests with quality products, and we apologize for any  
12 concerns this may cause.

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