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10 Attorneys for Plaintiff MATEEL  
11 ENVIRONMENTAL JUSTICE FOUNDATION

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 CITY AND COUNTY OF SAN FRANCISCO

14 UNLIMITED JURISDICTION

16 MATEEL ENVIRONMENTAL JUSTICE  
17 FOUNDATION,

18 Plaintiff,

19 v.

20 THE TJX COMPANIES, INC. and TARGET  
21 CORPORATION,

22 Defendants.

ENDORSED  
FILED  
San Francisco County Superior Court

JUL 27 2009

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

Case No. CGC-08-480489

CONSENT JUDGMENT

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  
26 District Attorneys of each county in California, the City Attorneys of every California city  
27 with a population greater than 750,000, and defendant Target Corporation, ("Target"),  
28

1 alleging that Target, through its sales in California of beverage dispensers with brass  
2 spigots that contain lead, was in violation of Proposition 65 by knowingly and intentionally  
3 exposing persons to lead, a product known to the State of California to cause cancer and/or  
4 birth defects or other reproductive harm, without first providing a clear and reasonable  
5 warning.

6 1.2 On or about September 17, 2008, MEJF provided a 60-day Notice of  
7 Violation to the California Attorney General, the District Attorneys of each county in  
8 California, the City Attorneys of every California city with a population greater than  
9 750,000, and Boston Warehouse Trading Corporation ("Boston Warehouse"), alleging that  
10 Boston Warehouse, through its sales in California of beverage dispensers with brass spigots  
11 that contain lead, was in violation of Proposition 65 by knowingly and intentionally  
12 exposing persons to lead, a product known to the State of California to cause cancer and/or  
13 birth defects or other reproductive harm, without first providing a clear and reasonable  
14 warning.

15 1.3 On or about November 13, 2008, MEJF provided a 60-day Notice of  
16 Violation to the California Attorney General, the District Attorneys of each county in  
17 California, the City Attorneys of every California city with a population greater than  
18 750,000, and Formation, Inc. ("Formation"), alleging that Formation, through its sales in  
19 California of beverage dispensers with brass spigots that contain lead, was in violation of  
20 Proposition 65 by knowingly and intentionally exposing persons to lead, a product known to  
21 the State of California to cause cancer and/or birth defects or other reproductive harm,  
22 without first providing a clear and reasonable warning.

23 1.4 On or about December 23, 2008, MEJF provided a 60-day Notice of Violation  
24 to the California Attorney General, the District Attorneys of each county in California, the  
25 City Attorneys of every California city with a population greater than 750,000, Target,  
26 Boston Warehouse, and Artland, Trading, Inc. ("Artland"), alleging that Target, Artland,  
27 and Boston Warehouse, through their sales in California of beverage dispensers with brass  
28 spigots that contain lead, were in violation of Proposition 65 by knowingly and intentionally

1 exposing persons to lead, a product known to the State of California to cause cancer and/or  
2 birth defects or other reproductive harm, without first providing a clear and reasonable  
3 warning.

4 1.5 On or about October 6, 2008, MEJF, acting in the public interest pursuant to  
5 Health and Safety Code § 25249.7(d), filed a Complaint for Civil Penalties and Injunctive  
6 Relief in San Francisco County Superior Court, Case No. CGC-08-480489 (the "Target  
7 Complaint") against Target based on the allegations contained in the June 25, 2008 Notice.  
8 MEJF alleges in the Target Complaint that Target is a business that employs more than ten  
9 persons and manufactures, distributes and/or markets Beverage Dispensers with brass  
10 valves or spigots that contain lead within the State of California. Pursuant to Proposition  
11 65, lead and lead compounds are chemicals known to the State of California to cause cancer  
12 and reproductive toxicity. Products containing lead and/or lead compounds that are sold or  
13 distributed in the State of California may be, under specified circumstances, subject to the  
14 Proposition 65 warning requirement set forth in Health and Safety Code § 25249.6. MEJF  
15 further alleges that beverage dispensers with brass valves or spigots that are manufactured,  
16 distributed, sold and/or marketed by Target for use in California, require a warning under  
17 Proposition 65.

18 1.6 On or about March 4, 2009, MEJF, acting in the public interest pursuant to  
19 Health and Safety Code § 25249.7(d), filed a Complaint for Civil Penalties and Injunctive  
20 Relief in San Francisco County Superior Court, Case No. CGC-09-485704 against Artland,  
21 Boston Warehouse, and Formation based on the allegations contained in the November 13,  
22 2008 and December 23, 2008 Notices (the "Artland Complaint"). MEJF alleges in the  
23 Artland Complaint that Artland, Boston Warehouse, and Formation are businesses that  
24 employ more than ten persons and manufacture, distribute and/or market Beverage  
25 Dispensers made with brass valves or spigots that contain lead within the State of  
26 California. Pursuant to Proposition 65, lead and lead compounds are chemicals known to  
27 the State of California to cause cancer and reproductive toxicity. Products containing lead  
28 and/or lead compounds that are sold or distributed in the State of California may be, under

1 specified circumstances, subject to the Proposition 65 warning requirement set forth in  
2 Health and Safety Code § 25249.6. MEJF further alleges that beverage dispensers with  
3 brass valves or spigots that are manufactured, distributed, sold and/or marketed by Artland,  
4 Boston Warehouse, and Formation for use in California, require a warning under  
5 Proposition 65. On June 11, 2009, pursuant to leave of court, plaintiff amended the Target  
6 Complaint, adding Artland and Boston Warehouse as parties.

7 1.7 On or about March 18, 2009, MEJF provided a 60-day Notice of Violation to  
8 the California Attorney General, the District Attorneys of each county in California, the  
9 City Attorneys of every California city with a population greater than 750,000, Target, and  
10 Quest Products, Inc. ("Quest"), alleging that Target and Quest, through their sales in  
11 California of beverage dispensers with brass spigots that contain lead, were in violation of  
12 Proposition 65 by knowingly and intentionally exposing persons to lead, a product known to  
13 the State of California to cause cancer and/or birth defects or other reproductive harm,  
14 without first providing a clear and reasonable warning.

15 1.8 For purposes of this Consent Judgment only, the Parties stipulate that this  
16 Court has jurisdiction over the allegations of violations contained in the Notices and  
17 Complaints and personal jurisdiction over Settling Defendants as to the acts alleged in the  
18 Complaints, that venue is proper in the County of San Francisco and that this Court has  
19 jurisdiction to enter this Consent Judgment as a full and final settlement and resolution of  
20 the allegations contained in the Complaints and of all claims which were or could have been  
21 raised based on the facts alleged therein or arising therefrom.

22 1.9 The Parties enter into this Consent Judgment pursuant to a full and final  
23 settlement of disputed claims between the parties for the purpose of avoiding prolonged  
24 litigation. This Consent Judgment and compliance with it shall not constitute an admission  
25 with respect to any allegation made in the Notices or the Complaints, each and every  
26 allegation of which Settling Defendants deny, nor may this Consent Judgment or  
27 compliance with it be used as an admission or evidence of any fact, wrongdoing,  
28 misconduct, culpability or liability on the part of a Settling Defendant.

1     **2.     DEFINITIONS.**

2             2.1     The term "Covered Product" means a dispenser used to store and serve  
3     beverages, such as juice dispensers and coolers, that contains an external spigot or valve to  
4     dispense liquid that is made in whole or in part out of brass, or copper alloys that contain  
5     lead.

6             2.2     The term "Effective Date" means the date of entry of this Consent Judgment.

7             2.3     The term "Identified Covered Products" means Covered Products supplied by  
8     Artland, Boston Warehouse, Formation, Grant Howard Associates Co. ("Grant Howard")  
9     and Quest, and sold by Artland, Boston Warehouse, and Target to customers in California.

10            2.4     The term "Notices" means the notices identified in Sections 1.1, 1.2, 1.4, and  
11     1.7.

12            2.5     The term "Private Label Covered Product" means a Covered Product that  
13     bears a private label as defined in Section 3(a)(12)(B) of the Consumer Product Safety Act,  
14     15 U.S.C. § 2052(a)(12)(B).

15            2.6     The term "Settling Defendants" means Artland, Boston Warehouse, and  
16     Target.

17            2.7     The term "Supplier" means a person that directly supplies a Covered Product  
18     to a Settling Defendant.

19     **3.     INJUNCTIVE RELIEF**

20            3.1     After the Effective Date, Artland and Boston Warehouse shall not sell, or  
21     offer for sale, Covered Products and Target shall not sell, or offer for sale, Private Label  
22     Covered Products, in California.

23            3.2     Settling Defendants shall undertake the following actions to provide notice to  
24     customers or guests (hereafter "guests") in California who have in the past purchased  
25     Identified Covered Products:

26                 3.2.1     Within 30 days of the Effective Date, Target shall provide a notice  
27     substantially in the same form and content as Exhibit A by electronic mail or U.S. Mail to  
28     all guests who purchased an Identified Covered Product (i) through target.com, or (ii) in a

1 transaction in which the guest utilized his or her Target Red Card, such that Target is in  
2 possession of the guest's email or U.S. Mail address.

3 3.2.2 Within 30 days of the Effective Date, and for a period of no less than  
4 120 days thereafter, Target shall provide a notice substantially in the same form and content  
5 as Exhibit B on its website and in each store in California, in the same manner and location  
6 in which it provides consumer recall information in connection with products subject to  
7 recall by the United States Consumer Product Safety Commission ("CPSC").

8 3.2.3 Within 30 days of the Effective Date, Artland and Boston Warehouse  
9 shall each provide a notice substantially in the same form and content as Exhibit A by  
10 electronic mail or U.S. Mail to all consumers in California who purchased a Covered  
11 Product for whom Artland and Boston Warehouse is in possession of the consumer's email  
12 or U.S. Mail address, excluding any consumers who purchased Covered Products from  
13 Target. Artland and Boston Warehouse shall request each retailer to whom it offered a  
14 Covered Product for sale in California other than Target to provide them with such  
15 consumer information, but shall not be required to send a letter pursuant to this Section to  
16 such consumers, unless the retailer provides the consumer's email or U.S. Mail address.  
17 The releases of this agreement shall only apply to those retailers that have agreed in good  
18 faith to provide the consumer credit information they possess.

19 **4. ENFORCEMENT OF JUDGMENT**

20 4.1 The terms of this Consent Judgment shall be enforced exclusively by the  
21 Parties hereto. Subject to the requirements of Section 4.2 as to Covered Products sold by  
22 Target, the Parties may, by noticed motion or order to show cause before the Superior Court  
23 of San Francisco County, giving the notice required by law, enforce the terms and  
24 conditions contained herein.

25 4.2 Notice and Cure/Meet and Confer for Target Retail Sales. MEJF may  
26 provide Target with a Notice of Violation, alleging that Target has sold or offered for sale  
27 in California a Covered Product after the Effective Date.

1           4.2.1 The Notice of Violation shall identify the Covered Product by name,  
2 description, SKU, UPC, and any other identifying information available to MEJF. MEJF  
3 shall provide with the Notice of Violation copies of all available purchase receipts, product  
4 tags, and labels, picture(s) of the Covered Product, and any test results showing lead level  
5 in excess of the applicable reformulation standard and/or test protocol, if any. The Notice  
6 of Violation shall also include documentation establishing the amounts reasonably expended  
7 in performing testing and purchasing of the Covered Product and in preparing the Notice of  
8 Violation.

9           4.2.2 Within 15 business days of receiving such a request, Target shall  
10 provide notice to MEJF of its election to contest or not to contest the Notice of Violation.  
11 If Target elects not to contest the Notice of Violation, it shall, within 5 business days after  
12 providing its notice of election not to contest the Notice of Violation, stop the sale of the  
13 Covered Product in California, and contact those prior purchasers of Covered Products in  
14 California, that meet the criteria of section 3.2.1, and provide notice of a form substantially  
15 the same as Exhibit A. If Target complies with this Section 4.2.2, it shall be deemed to be  
16 in compliance with this Consent Judgment, there shall be no further actions taken related to  
17 the Covered Product and the Notice of Violation, and Target shall not be liable for any  
18 remedies, including injunctive relief, penalties, sanctions, monetary award, attorney's fees,  
19 or costs associated with the Covered Product or the Notice of Violation. Notwithstanding  
20 the above, Target shall reimburse MEJF for any amounts reasonably expended in  
21 performing testing and purchasing of the Covered Product, as well as costs reasonably  
22 expended in preparing the Notice of Violation, as identified in the Notice of Violation, in an  
23 amount not to exceed, \$5,000.

24           4.2.3 In the event that Target wishes to contest the allegations contained in  
25 any Notice of Violation, Target may provide with its notice of election any evidence to  
26 MEJF that in Target's judgment supports its position. In the event that, upon a good faith  
27 review of the evidence, MEJF agrees with Target's position, it shall notify Target and no  
28 further action shall be taken. If MEJF disagrees with Target's position, it shall, within 30

1 days, notify Target of such and provide Target, in writing, with the reasons for its  
2 disagreement. Thereafter, the Parties shall meet and confer to attempt to resolve their  
3 dispute on mutually acceptable terms.

4 4.2.4 If either (a) there is no resolution of the meet and confer process  
5 required under Section 4.2.3 within 45 days, (b) Target fails to provide written notice of its  
6 election to correct or contest the violations identified in a Notice of Violation within 15  
7 days, or (c) Target fails to correct any uncontested violations identified in a Notice of  
8 Violation within 30 days, MEJF may seek to enforce the terms and conditions contained in  
9 this Consent Judgment in the Superior Court of the State of California, County of San  
10 Francisco, or may initiate an enforcement action for new violations pursuant to Health and  
11 Safety Code § 25249.7(d).

12 4.3 As to any matters not covered by Section 4.2, a Party may enforce any of the  
13 terms and conditions of this Consent Judgment only after that Party first provides 30-days  
14 notice to the Party allegedly failing to comply with the terms and conditions of this Consent  
15 Judgment and attempts to resolve such Party's failure to comply in an open and good faith  
16 manner. In any such proceeding, the Party may seek whatever fines, costs, penalties or  
17 remedies as may be provided by law for any violation of Proposition 65 or this Consent  
18 Judgment. This Section shall not apply to the obligations or requirements described in  
19 Section 5.1 through 5.2.3.

20 5. MONETARY RELIEF

21 5.1 Settling Defendants shall pay a total of \$210,000 in full and complete  
22 settlement of all monetary claims by MEJF, as follows:

23 5.2 At least five days prior to the hearing date on any motion to approve this  
24 Consent Judgment, Artland shall pay \$40,000, Boston Warehouse shall pay \$28,000, and  
25 Target shall pay \$102,000 to the Klamath Environmental Law Center ("KELC"). These  
26 payments shall be sent to the attention of William Verick, Klamath Environmental Law  
27 Center, 424 First Street, Eureka, California 95501. If the payments have not been so  
28 received, MEJF may continue or withdraw any motion to approve this agreement, and this



1 Consent Judgment shall be deemed of no effect. If within 120 days, this Consent Judgment  
2 has not been approved by the Court, these payments will be returned. Upon approval by the  
3 Court of this Consent Judgment, the payments shall subsequently and within a  
4 commercially reasonable time be allocated by KELC as follows:

5 5.2.1 The sum of \$10,000 shall be paid in civil penalties, payable as follows:  
6 75% of the penalty shall be made payable to the Office of Environmental Health Hazard  
7 Assessment, with the remaining 25% payable to Mateel Environmental Justice Foundation  
8 in accordance with California Health and Safety Code § 25192.

9 5.2.2 The sum of \$40,000 shall be paid as a charitable contribution as  
10 follows: \$25,000 to Ecological Rights Foundation, \$10,000 to Californians Against Toxics,  
11 and \$5,000 to KPFA Radio. These payments shall be used for reducing exposures to toxic  
12 chemicals and other pollutants, and for increasing consumer, worker and community  
13 awareness of health hazards posed by lead and other toxic chemicals. The Parties agree and  
14 acknowledge that the charitable contributions made pursuant to this Section shall not be  
15 construed as a credit against the personal claims of absent third parties for restitution  
16 against the defendant.

17 5.2.3 The sum of \$120,000, shall be retained by Klamath Environmental  
18 Law Center, as payment in part for the attorneys fees and costs incurred in this action.

19 5.3 An additional \$40,000 in civil penalties shall be paid by Target, unless it  
20 certifies in writing to Mateel within 60 days after the Effective Date that it provided the  
21 notices required by Section 3.2. Target's certification of its compliance with Section 3.2  
22 shall contain exemplars of the notices sent and posted, as well as a description of the  
23 number of guests directly contacted for each supplier's Covered Product under Section 3.2.1  
24 Any additional civil penalties due under this Section shall be payable as follows: 75% of the  
25 penalty shall be made payable to the Office of Environmental Health Hazard Assessment,  
26 with the remaining 25% payable to Mateel Environmental Justice Foundation in accordance  
27 with California Health and Safety Code § 25192.  
28

1     **6. CLAIMS COVERED AND RELEASE**

2             6.1     As to Identified Covered Products sold by Settling Defendants prior to the  
3     Effective Date, this Consent Judgment is a final and binding resolution between MEJF,  
4     acting on behalf of itself and (as to those matters raised in the Notices) in the public  
5     interest, and Settling Defendants and their parents, subsidiaries, and affiliates ("the  
6     Defendant Releasees"), and all of their customers, distributors, wholesalers, retailers, or any  
7     other person in the course of doing business, and the successors and assigns of any of them,  
8     who may use, maintain, distribute or sell Covered Products ("Downstream Defendant  
9     Releasees") of: (i) any violation of Proposition 65 (including but not limited to the claims  
10    made in the Complaints and the Notices); and (ii) any other claim that could have been  
11    asserted by MEJF in the public interest against the Defendant Releasees or the Downstream  
12    Defendant Releasees, based on exposure of persons to lead from Identified Covered  
13    Products or failure to provide a clear and reasonable warning of such exposure, whether  
14    based on actions committed by the Defendant Releasees or the Downstream Defendant  
15    Releasees or others. As to alleged exposures to lead from Identified Covered Products,  
16    compliance with the terms of this Consent Judgment resolves any issue, now and in the  
17    future, concerning compliance by the Defendant Releasees and the Downstream Defendant  
18    Releasees with the requirements of Proposition 65.

19            6.2     As to Identified Covered Products sold by the Defendant Releasees prior to  
20    the Effective Date, MEJF, by and on behalf of itself and its respective agents, attorneys,  
21    affiliates, successors and assigns, waives any and all rights to institute any form of legal  
22    action, and releases all claims against the Defendant Releasees and the Downstream  
23    Defendant Releasees, whether, under Proposition 65 or otherwise, arising out of or resulting  
24    from, or related directly or indirectly to, in whole or in part, the Identified Covered  
25    Products, including but not limited to any exposure to, or failure to warn with respect to,  
26    lead in Identified Covered Products that was or could have been alleged by Plaintiff against  
27    any of the Defendant Releasees or the Downstream Defendant Releasees based on the facts  
28

1 alleged in the Complaints or the Notices, or facts similar to those alleged (referred to  
2 collectively in this Section as the "Claims").

3 6.3 In furtherance of the Parties' intention that this Consent Judgment shall be  
4 effective as a full and final accord, satisfaction, and release as to the Defendant Releasees  
5 and the Downstream Defendant Releasees of and from any and all matters released  
6 hereunder, MEJF acknowledges familiarity and understanding of California Civil Code §  
7 1542, which provides as follows:

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

11 To the extent that Section 1542 or any similar law or statute may otherwise apply to this  
12 Consent Judgment, MEJF hereby waives and relinquishes as to all matters released  
13 hereunder all rights and benefits it has, or may have, under Section 1542 or the laws of any  
14 other jurisdiction to the same or similar effect. MEJF further acknowledges that,  
15 subsequent to the execution of this Consent Judgment, it may discover Claims that were  
16 unsuspected at the time this Consent Judgment was executed, and which might have  
17 materially affected its decision to execute this Consent Judgment, but nevertheless MEJF  
18 releases the Defendant Releasees and the Downstream Defendant Releasees from any and  
19 all such Claims, whether known or unknown, suspected or unsuspected, at the time of the  
20 execution of this Consent Judgment.

21 6.4 The provisions of this Section 6 shall not apply to or affect any claims that  
22 may be brought by MEJF or a Settling Defendant against a Supplier that is not a Settling  
23 Defendant, unless such Supplier is a Defendant Releasee. This Section 6 shall have no  
24 effect on any claim by Target for seeking contribution for costs of defense or settlement  
25 from any Supplier of Identified Covered Products.  
26  
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28

1     **7. APPLICATION OF JUDGMENT**

2             7.1     The obligations of this Consent Judgment shall apply to and be binding upon  
3 all plaintiffs acting in the public interest pursuant to Health and Safety Code § 25249.7, and  
4 Settling Defendants, and their successors or assigns. The terms contained in this Consent  
5 Judgment shall be submitted to the California Attorney General's office prior to the entry of  
6 this Consent Judgment by the Court.

7             7.2     This Consent Judgment shall have no effect on Covered Products sold or  
8 offered for sale by Settling Defendants outside the State of California.

9     **8. MODIFICATION OF JUDGMENT**

10            8.1     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  
12 motion of any party as provided by law and upon entry of a modified Consent Judgment by  
13 the Court.

14            8.2     If the Attorney General of the State of California or Plaintiff permit any  
15 reformulation standard and/or test protocol for lead in Covered Products by way of  
16 settlement or compromise with any other person in the course of doing business, or any  
17 other entity, or if a reformulation standard and/or test protocol for lead in Covered Products  
18 is incorporated by way of final judgment as to any other person in the course of doing  
19 business, or any other entity, then Settling Defendants shall be entitled to apply any such  
20 reformulation standard and/or test protocol to Covered Products. In the event that a Settling  
21 Defendant elects to use such alternative reformulation standard and/or test protocol, it shall  
22 provide notice to MEJF.

23            8.3     Settling Defendants shall be entitled to a modification to this Consent  
24 Judgment to establish a reformulation standard and/or test protocol for lead content in  
25 Covered Products consistent with any "safe use determination" regarding lead content in  
26 Covered Products issued by the California Environmental Protection Agency Office of  
27 Environmental Health Hazard Assessment, pursuant to 27 Cal. Code Regs. § 25204 or any  
28 successor regulation.

1     **9. COURT APPROVAL**

2             9.1     If the Court does not approve this Consent Judgment, it shall be of no force or  
3     effect, and cannot be used in any proceeding for any purpose.

4             9.2     Upon the entry of a final order approving this Consent Judgment, MEJF shall  
5     file a dismissal with prejudice of its claims against Artland and Boston Warehouse in the  
6     Artland Complaint.

7     **10. RETENTION OF JURISDICTION**

8             10.1    This Court shall retain jurisdiction of this matter to implement this Consent  
9     Judgment.

10    **11. GOVERNING LAW**

11            11.1    The laws of the State of California shall govern the validity, construction and  
12    performance of this Consent Judgment.

13    **12. NOTICES**

14            12.1    When any Party is entitled to receive any notice under this Consent Judgment,  
15    the notice or report shall be sent by U.S. mail or overnight courier service to the following  
16    persons :

17                    If to MEJF:                   William Verick, Esq.  
18                                                   Klamath Environmental Law Center  
19                                                   424 First Street  
20                                                   Eureka, CA 95501

21                    If to Target:               Jeffrey B. Margulies  
22                                                   FULBRIGHT & JAWORSKI L.L.P.  
23                                                   555 South Flower Street, 41st Floor  
24                                                   Los Angeles, California 90071  
25                                                   Tel: (213) 892-9286/Fax: (213) 892-9494  
26                                                   jmargulies@fulbright.com

27                                                   With a copy to:

28                                                   General Counsel  
                                                 Target Corporation  
                                                 1000 Nicollet Mall  
                                                 TPS-3255  
                                                 Minneapolis, Minnesota 55403

                          If to Boston               Peter M. Morrisette  
                          Warehouse               Cox, Castle & Nicholson, LLP

555 California Street, 10th Floor  
San Francisco, California 94104-1513  
Tel: (415) 262-5145/Fax: (415) 392-4250  
pmorrisette@coxcastle.com

With a copy to:

Peter K. Jenkins, President  
Boston Warehouse Trading Corporation  
59 Davis Avenue  
Norwood, Massachusetts 02062

If to Artland

William J. Flaherty  
Executive Vice President  
ARTLAND, INC.  
231 Herrod Blvd., Suite A  
Dayton, NJ 08810  
Phone: 609-395-1500 x 102  
Fax: 609-395-3555  
bill@artlandinc.com

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

**13. AUTHORITY TO STIPULATE**

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

**14. ENTIRE AGREEMENT**

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

**15. EXECUTION IN COUNTERPARTS**

15.1 This Consent Judgment may be executed in counterparts and/or by facsimile or

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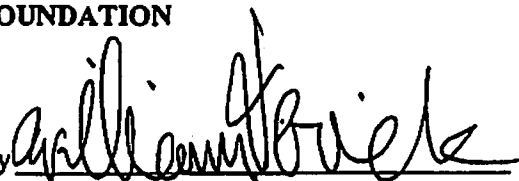
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IT IS SO STIPULATED:

Dated: \_\_\_\_\_, 2009

MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION

By 

Dated: \_\_\_\_\_, 2009

TARGET CORPORATION

By \_\_\_\_\_

Dated: \_\_\_\_\_, 2009

BOSTON WAREHOUSE TRADING CORP.

By \_\_\_\_\_

Dated: \_\_\_\_\_, 2009

ARTLAND TRADING, INC.

By \_\_\_\_\_

IT IS SO ORDERED, ADJUDGED AND DECREED:

Date:

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JUDGE OF THE SUPERIOR COURT

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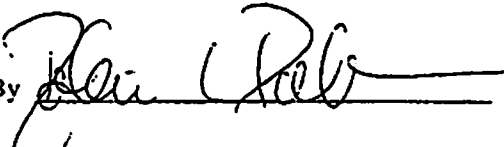
Dated: June \_\_, 2009

MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION

By \_\_\_\_\_

Dated: June 19, 2009

TARGET CORPORATION

By  \_\_\_\_\_

Dated: June \_\_, 2009

BOSTON WAREHOUSE TRADING CORP.

By \_\_\_\_\_

Dated: June \_\_, 2009

ARTLAND TRADING, INC.

By \_\_\_\_\_

IT IS SO ORDERED, ADJUDGED AND DECREED:

Date:

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JUDGE OF THE SUPERIOR COURT



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portable document format (pdf), which taken together shall be deemed to constitute one original document.

**IT IS SO STIPULATED:**

Dated: \_\_\_\_\_, 2009

**MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION**

By \_\_\_\_\_

Dated: \_\_\_\_\_, 2009

**TARGET CORPORATION**

By \_\_\_\_\_

Dated: June 18<sup>th</sup>, 2009

**BOSTON WAREHOUSE TRADING CORP.**

By Peter J. Busch

Dated: \_\_\_\_\_, 2009

**ARTLAND TRADING, INC.**

By \_\_\_\_\_

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

**PETER J. BUSCH**

Date: **JUL 2 7 2009**

**JUDGE OF THE SUPERIOR COURT**

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portable document format (pdf), which taken together shall be deemed to constitute one original document.

IT IS SO STIPULATED:

Dated: June \_\_, 2009

MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION

By \_\_\_\_\_

Dated: June \_\_, 2009

TARGET CORPORATION

By \_\_\_\_\_

Dated: June \_\_, 2009

BOSTON WAREHOUSE TRADING CORP.

By \_\_\_\_\_

Dated: June \_\_, 2009

ARTLAND TRADING, INC.

By William Flaherty

IT IS SO ORDERED, ADJUDGED AND DECREED:

Date:

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JUDGE OF THE SUPERIOR COURT

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

2           You may have purchased a Target Home® beverage dispenser with a brass spigot  
3 supplied to Target by Artland, Inc., Boston Warehouse Trading Corp, Formation, Inc., Grant  
4 Howard Associates Co., or Quest Products, Inc. Pictures of these dispensers are below.

5           Target 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 Target 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 give our Guest Relations team a call at 800-440-0680

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

15           [INSERT PICTURES]  
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