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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

MATEEL ENVIRONMENTAL
JUSTICE FOUNDATION,,

Plaintiff,

v.

NORDIC PRODUCTS, INC.,

Defendant.

Case No. CGC-10-502288

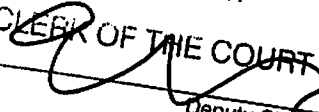
**CONSENT JUDGMENT AS TO
DEFENDANT NORDIC PRODUCTS,
INC.**

1. INTRODUCTION

1.1 On August 5, 2010, the MATEEL ENVIRONMENTAL JUSTICE FOUNDATION ("Mateel") acting on behalf of itself and the general public, filed a Complaint for civil penalties and injunctive relief ("Complaint") in San Francisco County Superior Court, Case No. CGC-10-502288, against Defendant Nordic Products, Inc. ("Nordic" or "Defendant"). The Complaint alleges, among other things, that Defendant violated provisions of the Safe Drinking Water and Toxic Enforcement Act of 1986,

ENDORSED
FILED
San Francisco County Superior Court

JAN 07 2011

CLERK OF THE COURT
BY  Deputy Clerk

1 Health and Safety Code Sections 25249.5, *et seq.* ("Proposition 65"). In particular,
2 Mateel alleges that Nordic has knowingly and intentionally exposed persons to cookware
3 and cookware accessories (collectively hereinafter, "cookware") that utilize fittings made
4 of brass containing lead and/or lead compounds (hereinafter "leaded brass"), without first
5 providing a clear and reasonable warning to such individuals. Lead and lead compounds
6 are chemicals known to the State of California to cause cancer, birth defects and other
7 reproductive harm.

8 **1.2** On May 13, 2010, Mateel sent a 60-Day Notice of Violation ("Notice") to
9 Nordic, the California Attorney General, all California District Attorneys, and all City
10 Attorneys of California cities that have populations exceeding 750,000.

11 **1.3** Nordic is a business that employs ten or more persons and manufactures,
12 distributes, and/or markets leaded brass cookware, within the State of California. Some of
13 those products are alleged to contain lead and/or lead compounds. Lead and lead
14 compounds are chemicals known to the State of California to cause cancer, and lead is a
15 chemical known to the State of California to cause reproductive toxicity pursuant to
16 Health and Safety Code Section 25249.9. Under specified circumstances, products
17 containing lead and/or lead compounds that are sold or distributed in the State of
18 California are subject to the Proposition 65 warning requirement set forth in Health and
19 Safety Code Section 25249.6. Plaintiff Mateel alleges that leaded brass fittings on
20 cookware manufactured, distributed, sold and/or marketed by Nordic for use in California
21 require a warning under Proposition 65.

22 **1.4** For purposes of this Consent Judgment, the term "Covered Products" shall
23 be defined as cookware and cookware accessories that utilize leaded-brass parts and/or
24 fittings, to the extent such products are distributed and sold within the state of California,
25 and that are manufactured, distributed, marketed and/or sold by Nordic, regardless of
26 whether they bear Nordic labels. "Covered Products" does not include any product used
27 to cook or store food if, in the normally intended use of the product, leaded brass contacts
28 food while the food is being cooked or stored.

1 1.5 For purposes of this Consent Judgment, the parties stipulate that this Court
2 has jurisdiction over the allegations of violations contained in the Complaint and personal
3 jurisdiction over Nordic as to the acts alleged in the Complaint, that venue is proper in the
4 County of San Francisco and that this Court has jurisdiction to enter this Consent
5 Judgment as a full settlement and resolution of the allegations contained in the Complaint
6 and of all claims that were or could have been raised by any person or entity based in
7 whole or in part, directly or indirectly, on the facts alleged therein or arising therefrom or
8 related thereto.

9 1.6 This Consent Judgment resolves claims that are denied and disputed. The
10 parties enter into this Consent Judgment pursuant to a full and final settlement of any and
11 all claims between the parties for the purpose of avoiding prolonged litigation. This
12 Consent Judgment shall not constitute an admission with respect to any material allegation
13 of the Complaint, each and every allegation of which Nordic denies, nor may this Consent
14 Judgment or compliance with it be used as evidence of any wrongdoing, misconduct,
15 culpability or liability on the part of Nordic or any other Defendant.

16 2. **SETTLEMENT PAYMENT**

17 2.1 In settlement of all of the claims referred to in this Consent Judgment
18 against the Settling Defendant, Nordic shall pay \$15,000 to the Klamath Environmental
19 Law Center ("KELC") to cover Mateel's attorneys' fees and costs.

20 2.2 Additionally, Nordic shall pay \$5,000 to the Ecological Rights Foundation
21 and \$5,000 to Californians for Alternatives to Toxics. Both are California non-profit
22 environmental organizations that advocate for workers' and consumers' safety, and for
23 awareness and reduction of toxic exposures. The payments specified in paragraphs 2.1
24 and 2.2 shall be forwarded by Nordic so they are received at least 5 days prior to the
25 hearing date scheduled for approval of this Consent Judgment. In the event the Consent
26 Judgment is not approved within 120 days of the date scheduled for approval, the above-
27 described payments shall be returned and the provisions of this Consent Judgment shall
28 become null and void.

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 the Consent Judgment, Nordic and Mateel waive their**
4 **respective rights to a hearing or trial on the allegations of the Complaint.**

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

6 **4.1 As to lead exposures allegedly caused by Covered Products, this Consent**
7 **Judgment is a final and binding resolution between Mateel, acting on behalf of itself and**
8 **the public interest, and Nordic, of: (i) any violation of Proposition 65 with respect to the**
9 **Covered Products, and (ii) any other statutory or common law claim, to the fullest extent**
10 **that any of the foregoing described in (i) or (ii) were or could have been asserted by any**
11 **person or entity against Nordic based upon, arising out of or relating to Nordic's**
12 **compliance with Proposition 65, or regulations promulgated thereunder, with respect to**
13 **the Covered Products, and any other claim based in whole or part on the facts alleged in**
14 **the Complaint, whether based on actions committed by Nordic, or by any other Defendant**
15 **or entity within the chain of distribution, including, but not limited to, manufacturers,**
16 **wholesale or retail sellers or distributors and any other person in the course of doing**
17 **business. As to lead exposures allegedly caused by Covered Products, compliance with**
18 **the terms of this Consent Judgment resolves any issue, now and in the future, concerning**
19 **compliance by Nordic and its parents, subsidiaries or affiliates, predecessors, officers,**
20 **directors, employees, and all of their manufacturers, customers, distributors, wholesalers,**
21 **retailers or any other person in the course of doing business, and the successors and**
22 **assigns of any of these who may manufacture, use, maintain, distribute, market or sell**
23 **Covered Products, with the requirements of Proposition 65.**

24 **4.2 As to lead exposures allegedly caused by Covered Products, Mateel, acting**
25 **on behalf of itself and the public interest, and its agents, successors and assigns, waives all**
26 **rights to institute any form of legal action, and releases all claims against Nordic and its**
27 **parents, subsidiaries or affiliates, predecessors, officers, directors, employees, and all of**
28 **its customers, manufacturers, distributors, wholesalers, retailers or any other person in the**

1 course of doing business, and the successors and assigns of any of them, who may
2 manufacture, use, maintain, distribute or sell the Covered Products, whether under
3 Proposition 65 or otherwise, arising out of or resulting from, or related directly or
4 indirectly to, in whole or in part, the Covered Products and claims identified in Mateel's
5 Notice Letter. In furtherance of the foregoing, Mateel, acting on behalf of itself hereby
6 waives any and all rights and benefits which it now has, or in the future may have,
7 conferred upon it with respect to the Covered Products by virtue of the provisions of
8 Section 1542 of the California Civil Code, which provides as follows:

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

15 Mateel understands and acknowledges that the significance and consequence of this
16 waiver of California Civil Code Section 1542 is that even if Mateel suffers future damages
17 arising out of or resulting from, or related directly or indirectly to, in whole or in part, the
18 Covered Products, it will not be able to make any claim for those damages against Nordic,
19 its parents, subsidiaries or affiliates, predecessors, officers, directors, employees, and all
20 of its customers, manufacturers, distributors, wholesalers, retailers or any other person in
21 the course of doing business, and the successors and assigns of any of them, who may
22 manufacture, use, maintain, distribute or sell the Covered Products. Furthermore, Mateel
23 acknowledges that it intends these consequences for any such claims which may exist as
24 of the date of this release but which Mateel does not know exist, and which, if known,
25 would materially affect its decision to enter into this Consent Judgment, regardless of
26 whether its lack of knowledge is the result of ignorance, oversight, error, negligence, or
27 any other cause.

28

1 **5. ENFORCEMENT OF JUDGMENT**

2 **5.1** The terms of this Consent Judgment shall be enforced exclusively by the
3 parties hereto. The parties may, by noticed motion or order to show cause before the
4 Superior Court of San Francisco County, giving the notice required by law, enforce the
5 terms and conditions contained herein.

6 **6. MODIFICATION OF JUDGMENT**

7 Except as provided for in Paragraph 7.2(c), this Consent Judgment may be
8 modified only upon written agreement of the parties and upon entry of a modified Consent
9 Judgment by the Court thereon, or upon motion of any party as provided by law and upon
10 entry of a modified Consent Judgment by the Court.

11 **7. INJUNCTIVE RELIEF - CLEAR AND REASONABLE WARNING**

12 **7.1** Covered Products shall be deemed to comply with Proposition 65 and be
13 exempt from any Proposition 65 warning requirements if the brass parts and/or fittings
14 that are part of the Covered Products meet the following criteria: (a) the brass alloy from
15 which the brass fittings are made shall have no lead as an intentionally added constituent;
16 and (b) the brass alloy from which the brass fittings are made shall have a lead content by
17 weight of no more than 0.03% (300 parts per million, or "300 ppm"). Nordic may comply
18 with the above requirements by relying on information obtained from its suppliers
19 regarding the content of the brass alloy from which the brass fittings are made, provided
20 such reliance is in good faith. Obtaining test results showing that the lead content is no
21 more than 0.03%, using a method of sufficient sensitivity to establish a limit of
22 quantification (as distinguished from detection) of less than 300 ppm shall be deemed to
23 establish good faith reliance.

24 **7.2** Covered Products that do not meet the warning exemption standard set forth
25 in Section 7.1 of the Consent Judgment shall be accompanied by a warning as described in
26 paragraph 7.3 below. The warning requirements set forth in paragraph 7.3 shall apply
27 only to: (1) Covered Products that Nordic ships for distribution after 270 days after entry
28

1 of this Consent Judgment ("the Effective Date"); and (2) Covered Products manufactured,
2 distributed, marketed, sold or shipped for sale or use inside the State of California.

3 7.3 Nordic shall provide Proposition 65 warnings as follows:

4 (a) Defendant Nordic shall provide either of the following warning
5 statements:

6 **WARNING:** This product contains lead, a chemical known to the State of
7 California to cause cancer and birth defects or other reproductive harm. Do
8 not place your hands in your mouth after handling the product. *Wash your*
9 *hands after touching this product.*

10 or

11 **WARNING:** This product contains one or more chemicals, including lead,
12 that are known to the State of California to cause cancer and birth defects or
13 other reproductive harm. *Wash hands after handling.*

14 The word "WARNING" shall be in bold. The words "Wash hands
15 after handling" shall be in bold and italicized.

16 Nordic shall provide such warning with the unit package of the
17 Covered Products. Such warning shall be prominently affixed to or printed
18 on each Covered Product's label or package. The warning shall be at least
19 the same size as the largest of any other safety warnings, if any, on the
20 product container. If printed on the label itself, the warning shall be
21 contained in the same section that states other safety warnings, if any,
22 concerning the use of the product.

23 (b) The requirements for product labeling, set forth in subparagraph (a)
24 above are imposed pursuant to the terms of this Consent Judgment. The
25 parties recognize that product labeling is not the exclusive method of
26 providing a warning under Proposition 65 and its implementing regulations.

27 (c) If Proposition 65 warnings for lead or lead compounds should no
28 longer be required, Nordic shall have no further warning obligations

1 pursuant to this Consent Judgment. In the event that Nordic ceases to
2 implement or modifies the warnings required under this Consent Judgment
3 (because of a change on the law or otherwise), Nordic shall provide written
4 notice to Mateel (through KELC) of its intent to do so, and of the basis for
5 its intent, no less than thirty (30) days in advance. Mateel shall notify
6 Nordic in writing of any objection within thirty (30) days of its receipt of
7 such notice, or such objection by Mateel shall be waived.

8 **8. AUTHORITY TO STIPULATE**

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

12 **9. RETENTION OF JURISDICTION**

13 This Court shall retain jurisdiction of this matter to implement the Consent
14 Judgment.

15 **10. ENTIRE AGREEMENT**

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

22 **11. GOVERNING LAW**

23 The validity, construction and performance of this Consent Judgment shall
24 be governed by the laws of the State of California, without reference to any conflicts of
25 law provisions of California law.

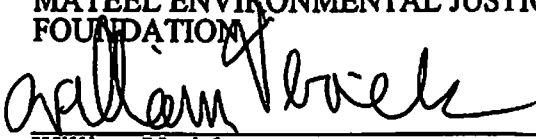
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12. COURT APPROVAL

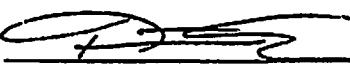
If this Consent Judgment is not approved by the Court, it shall be of no force or effect, and cannot be used in any proceeding for any purpose.

IT IS SO STIPULATED:

DATED:

MATEEL ENVIRONMENTAL JUSTICE
FOUNDATION

William Verick
CEO Mateel Environmental Justice
Foundation,
Klamath Environmental Law Center

DATED: 11/17/10

NORDIC CORPORATION

By: Kirsten Miller
Its: President

IT IS SO ORDERED, ADJUDGED AND DECREED:

DATED:

JAN 07 2011

CHARLOTTE WALTER WOOLARD
JUDGE OF THE SUPERIOR COURT