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Clifford A. Chanler, State Bar No. 135534
Laurence D. Haveson, State Bar No. 152361
Troy C. Bailey, State Bar No. 277424
THE CHANLER GROUP
2560 Ninth Street
Parker Plaza, Suite 214
Berkeley, CA 94710-2565
Telephone: (510) 848-8880
Facsimile: (510) 848-8118

Attorneys for Plaintiff
JOHN MOORE

**ENDORSED
FILED
ALAMEDA COUNTY**

JAN 19 2012

CLERK OF THE SUPERIOR COURT
By **YOLANDA ESTRADA** Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

UNLIMITED CIVIL JURISDICTION

JOHN MOORE,
Plaintiff,

v.

CARLISLE COMPANIES INCORPORATED;
CARLISLE FOODSERVICE PRODUCTS
INCORPORATED; and DOES 1 through 150,
inclusive,
Defendants.

)
) CASE NO.: RG10542585
)
) **REVISED ~~PROPOSED~~ JUDGMENT**
) **PURSUANT TO TERMS OF**
) **PROPOSITION 65 SETTLEMENT AND**
) **~~PROPOSED~~ CONSENT JUDGMENT**
)
) Date: January 19, 2012
) Time: 2:30 p.m.
) Dept.: 514
) Hon. George C. Hernandez, Jr.
)
) RESERVATION NO.: 1232397

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Plaintiff John Moore and Defendant Carlisle Foodservice Products Incorporated, having agreed through their respective counsel that this Judgment be entered pursuant to the terms of their settlement agreement in the form of a Consent Judgment and an Amendment To Consent Judgment Par. 3.2 ("Consent Judgment"), attached collectively hereto as Exhibit 1, and following this Court's issuance of an Order approving this Proposition 65 settlement and Consent Judgment,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to Health & Safety Code section 25249.7(f)(4) and Code of Civil Procedure section 664.6, judgment is hereby entered in accordance with the terms of the Consent Judgment attached hereto as Exhibit 1. By stipulation of the parties, the Court will retain jurisdiction to enforce the settlement under Code of Civil Procedure section 664.6.

IT IS SO ORDERED.

Dated: JAN 19 2012

GEORGE C. HERNANDEZ, JR.
JUDGE OF THE SUPERIOR COURT

Exhibit 1

1 Laurence D. Haveson, State Bar. No. 152631
THE CHANLER GROUP
2 2560 Ninth Street, Suite 214
Berkeley, CA 94710
3 Telephone: (510) 848-8880
Facsimile: (510) 848-8118
4 Attorneys for Plaintiff

5 Jill A. Franklin, State Bar No. 128280
SCHAFFER LAX McNAUGHTON & CHEN LLP
6 515 S. Figueroa Street, Suite 1400
Los Angeles, CA 90071
7 Telephone: (213) 337-1000
8 Facsimile: (213) 337-1010
Attorneys for Defendants

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA
UNLIMITED CIVIL JURISDICTION

JOHN MOORE,
Plaintiff,
v.
CARLISLE COMPANIES INCORPORATED;
CARLISLE FOODSERVICE PRODUCTS
INCORPORATED and DOES 1 through 150,
inclusive,
Defendants.

Case No. RG-10542585
[PROPOSED] CONSENT JUDGMENT

1 **1. INTRODUCTION**

2 **1.1 The Parties**

3 This Consent Judgment is entered into by and between plaintiff John Moore (hereinafter
4 “Moore” or “Plaintiff”) on the one hand and defendant Carlisle FoodService Products,
5 Incorporated (hereinafter referred to as “CFSP” or “Defendant”) on the other hand, with Moore
6 and CFSP collectively referred to as the “Parties” and each individually referred to as a “Party.”

7 **1.2 Plaintiff**

8 John Moore is an individual residing in California who seeks to promote awareness of
9 exposure to toxic chemicals and improve human health by reducing or eliminating hazardous
10 substances in consumer products.

11 **1.3 Defendant**

12 CFSP employs ten or more persons and is a person in the course of doing business for
13 purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health &
14 Safety Code §25249.6 *et seq.* (hereinafter “Proposition 65”).

15 **1.4 General Allegations**

16 Moore alleges that CFSP manufactured, distributed and/or sold tablecloths containing
17 di(2-ethylhexyl)phthalate (hereinafter “DEHP”) in the State of California without the requisite
18 health hazard warnings. DEHP is listed pursuant to Proposition 65 as known to the State of
19 California to cause birth defects and other reproductive harm.

20 **1.5 Product Description**

21 The products that are covered by this Consent Judgment are defined as follows:
22 tablecloths containing DEHP including, but not limited to, the *Marko by Carlisle 8 Gauge Vinyl*
23 *Tablecloth #53185470T018 (#7 47021 02413 3)* manufactured, distributed, and/or sold in the
24 State of California by CFSP. All such tablecloths containing DEHP are referred to hereinafter
25 as the “Products” and are listed on Exhibit A attached hereto.
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1 **1.6 Notice of Violation**

2 On July 1, 2010, Moore served CFSP and various public enforcement agencies with a
3 document entitled “60-Day Notice of Violation” (hereinafter “Notice”) that provided recipients
4 with notice of alleged violations of Proposition 65 for failing to warn consumers that the
5 Products exposed users in California to DEHP.

6 **1.7 Complaint**

7 On October 20, 2010, Moore, who was and is acting in the interest of the general public
8 in California, filed a complaint in the Superior Court in and for the County of Alameda against
9 Carlisle Companies Incorporated, Carlisle FoodService Products Incorporated, and Does 1
10 through 150, alleging violations of Proposition 65 based on the alleged exposures to DEHP
11 contained in the Products. On January 13, 2011, Moore filed a First Amended Complaint in the
12 Action. The October 20, 2010, complaint and the January 13, 2011, First Amended Complaint
13 shall collectively be referred to hereinafter as the “Complaint.”

14 **1.8 No Admission**

15 CFSP denies the material factual and legal allegations contained in Moore's Notice and
16 Complaint, and maintains that all Products sold and distributed in California have been and are
17 in compliance with all laws. Nothing in this Consent Judgment shall be construed as an
18 admission by CFSP of any fact, finding, issue of law, or violation of law; nor shall compliance
19 with this Consent Judgment constitute or be construed as an admission by CFSP of any fact,
20 finding, conclusion, issue of law, or violation of law, such being specifically denied by CFSP.
21 However, this section shall not diminish or otherwise affect CFSP's obligations, responsibilities,
22 and duties under this Consent Judgment.

23 **1.9 Consent to Jurisdiction**

24 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
25 jurisdiction over CFSP as to the allegations contained in the Complaint, that venue is proper
26 in the County of Alameda, and that this Court has jurisdiction to enter and enforce the
27 provisions of this Consent Judgment.

28

1 name, product number, and SKU number if available, for each Product covered by the
2 instruction letter.

3 **2.3 Product Warnings**

4 Within 30 days of the entry of this Consent Judgment, CFSP shall, for all Products
5 shipped to California customers (and for Products shipped outside of California if CFSP has
6 reason to believe the Products will be resold or used in California) other than Reformulated
7 Products, provide clear and reasonable warnings as follows:

8 **WARNING:** This product contains chemicals, including
9 one or more phthalates, known to the State
10 of California to cause cancer and birth
defects and other reproductive harm.

11 In all cases, each warning shall be prominently placed with such conspicuousness as
12 compared with other words, statements, designs, or devices as to render it likely to be read and
13 understood by an ordinary individual under customary conditions before purchase or use. Each
14 warning shall be provided in a manner such that the consumer or user understands to which
15 *specific* Product the warning applies, so as to minimize the risk of consumer confusion.

16 (a) **Internet Advertising for Sales.** In the event that CFSP advertises for sale
17 Products via the internet, to customers located in California, after the Effective Date, that are not
18 Reformulated Products, CFSP shall provide warnings for such Products advertised for sale via
19 the internet to California residents. Warnings given on the internet shall identify the specific
20 product to which the warning applies as further specified in Sections 2.3(a)(i).

21 (i) **Internet Website Warning.** A warning shall be given in
22 conjunction with the advertising for sale of the Products via the internet, which warning shall
23 appear either: (a) on the same web page on which a Product is displayed; or (b) on the same page
24 as the price for any Product. The following warning statement shall be used and shall appear in
25 any of the above instances adjacent to or immediately following the display, description, or price
26 of the Product for which it is given in the same type size or larger than the Product description
27 text:
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WARNING: This product contains chemicals, including one or more phthalates, known to the State of California to cause cancer and birth defects and other reproductive harm.

Alternatively, the designated symbol may appear adjacent to or immediately following the display, description, or price of the Product for which a warning is being given, provided that the following warning statement also appears elsewhere on the same web page, as follows:

WARNING: Products identified on this page with the following symbol ▼ contain chemicals, including one or more phthalates, known to the State of California to cause cancer and birth defects and other reproductive harm.

3. MONETARY PAYMENTS

3.1 Payment of Civil Fines Pursuant to Health & Safety Code § 25249.7(b)

In settlement of all the claims referred to in this Settlement Agreement, CFSP shall pay \$60,000 in civil penalties as follows:

(a) Initial Civil Penalty. CFSP shall make an initial payment of \$10,000 to be apportioned in accordance with Health & Safety Code section 25249.12, subdivisions (c)(1) and (d), with 75% of these funds earmarked for the State of California’s Office of Environmental Health Hazard Assessment (“OEHHA”) and the remaining 25% of these penalty monies earmarked for Moore. Such payment shall be made, in the manner detailed in Section 3.3 below, on or before November 15, 2011.

(b) Second Civil Penalty. CFSP shall pay a second civil penalty in the amount of \$20,000 on December 31, 2012. As an incentive for CFSP to reformulate its Products, however, this second civil penalty shall be waived in its entirety if an officer of CFSP certifies in writing that, as of December 1, 2012, at least fifty percent (50%) of the Products listed on Exhibit A are Reformulated Products. In order for this second civil penalty to be waived, the certification must be received by The Chanler Group on or before December 15, 2012.

The second civil penalty payment shall be apportioned in accordance with Health & Safety Code section 25249.12, subdivisions (c)(1) and (d), with 75% of these funds earmarked

1 for the State of California's Office of Environmental Health Hazard Assessment ("OEHHA")
2 and the remaining 25% of these penalty monies earmarked for Moore.

3 **(c) Final Civil Penalty.** CFSP shall pay a final civil penalty in the amount of
4 \$30,000 on December 31, 2013. As an incentive for CFSP to reformulate the Products, however,
5 this final civil penalty shall be waived in its entirety if an officer of CFSP certifies in writing that,
6 as of December 1, 2013, all of the Products listed on Exhibit A are Reformulated Products. In
7 order for this final civil penalty to be waived, the certification must be received by The Chanler
8 Group on or before December 15, 2013.

9 The final civil penalty payment shall be apportioned in accordance with Health & Safety
10 Code section 25249.12, subdivisions (c)(1) and (d), with 75% of these funds earmarked for the
11 State of California's Office of Environmental Health Hazard Assessment ("OEHHA") and the
12 remaining 25% of these penalty monies earmarked for Moore.

13 **3.2 Reimbursement of Plaintiff's Fees and Costs**

14 The Parties acknowledge that Moore and his counsel offered to resolve this dispute
15 without reaching an agreement on the amount fees and costs to be reimbursed to them, thereby
16 leaving this fee issue to be resolved after the material terms of the agreement had been settled,
17 and the agreement signed. The Parties then attempted, but were unable, to reach an accord on
18 the compensation due to Moore and his counsel under the private attorney general doctrine
19 codified at Code of Civil Procedure ("CCP") § 1021.5 for all work performed through the
20 Effective Date of this Consent Judgment and for all work reasonably to be performed in
21 connection with the terms set forth in this Consent Judgment after the Effective Date. The
22 parties do agree, however, that Moore and his counsel are entitled to their reasonable attorneys'
23 fees and costs under the prerequisites set forth by CCP § 1021.5; however, they disagree as to the
24 amount of such fees. Accordingly, following the execution of this Consent Judgment, the Parties
25 shall have the outstanding fees and costs issue adjudicated by binding arbitration through the
26 American Arbitration Association or JAMS Resolution Services in San Francisco. CFSP
27 acknowledges it shall: (1) agree to pay the fees and costs of the arbitration; (2) stipulate that the
28 parties will inform the arbitration service that it is the objective of the parties that the process be

1 completed on or before January 30, 2012; and (3) pay the award within ten days of the issuance
2 of the decision.

3 **3.3 Payment Procedures**

4 **3.3.1 Funds Held In Trust.** All payments required by Sections 3.1, that are to
5 be paid prior to the approval of this Consent Judgment, shall be delivered to The Chanler Group
6 by the dates required, and shall be held in trust until the Court approves this Consent Judgment.
7 The Parties acknowledge that Moore gave CFSP the option of depositing the required payments
8 into its attorneys' trust accounts, but that CFSP elected to have the funds held in trust by
9 The Chanler Group. The settlement funds shall be made payable by checks, as follows: (a)
10 "The Chanler Group in Trust for OEIHA" in an amount equal to 75% of the civil penalty; and
11 (b) "The Chanler Group in Trust for John Moore" in an amount equal to 25% of the penalty.

12 Within three days of the date of the hearing on which the Court approves this Consent
13 Judgment, the payments being held in trust by The Chanler Group shall be disbursed as follows:

- 14 (a) One check made payable to "OEIHA" in the amount of \$7,500;
15 and
16 (b) One check made payable to "John Moore" in the amount of
17 \$2,500.

18 **3.3.2 Issuance of 1099 Forms.** After this Consent Judgment has been approved
19 and the settlement funds have been transmitted to plaintiff's counsel, CFSP shall issue two
20 separate 1099 forms, as follows:

- 21 (a) The first 1099 shall be issued to the Office of Environmental
22 Health Hazard Assessment, P.O. Box 4010, Sacramento, CA 95814 (EIN: 68-0284486) in the
23 amount of \$7,500; and
24 (b) The second 1099 shall be issued to Moore in the amount of \$2,500,
25 whose address and tax identification number shall be furnished upon request.

1 **3.3.3 Payment Address:** All payments to the Chanler Group shall be delivered
2 to the following payment address:

3 The Chanler Group
4 Attn: Proposition 65 Controller
5 2560 Ninth Street
6 Parker Plaza, Suite 214
7 Berkeley, CA 94710

8 **4. RELEASE OF ALL CLAIMS**

9 **4.1 Full, Final and Binding Resolution of Proposition 65 Allegations.**

10 This Consent Judgment is a full, final and binding resolution between Moore, on behalf
11 of himself and the public, and CFSP, of any violation of Proposition 65 that was or could have
12 been asserted by Moore against CFSP, its parents, subsidiaries, affiliated entities that are under
13 common ownership, including but not limited to, Carlisle Companies Incorporated, directors,
14 officers, employees, attorneys, and each entity to whom CFSP directly or indirectly distributes
15 or sells Products, including, but not limited to, downstream distributors, wholesalers, customers,
16 retailers, franchisees, cooperative members, licensors, and licensees (“Releasees”), based on
17 their failure to warn about alleged exposures to DEHP contained in the Products that were sold
18 by CFSP.

19 **4.2 Moore’s Public Release of Proposition 65 Claims.**

20 In further consideration of the promises and agreements herein contained, Moore on
21 behalf of himself, his past and current agents, representatives, attorneys, successors, and/or
22 assignees, and in the interest of the general public, hereby waives all rights to institute or
23 participate in, directly or indirectly, any form of legal action and releases all claims, including,
24 without limitation, all actions, and causes of action, in law or in equity, suits, liabilities,
25 demands, obligations, damages, costs, fines, penalties, losses, or expenses -- including, but not
26 limited to, investigation fees, expert fees, and attorneys’ fees, but exclusive of fees and costs on
27 appeal – limited to and arising under Proposition 65 with respect to DEHP in the Products sold
28 by CFSP (collectively “claims”), against CFSP and Releasees.

1 **4.3 Moore's Individual Release of Claims.**

2 Moore also, in his individual capacity only and *not* in his representative capacity,
3 provides a release herein which shall be effective as a full and final accord and satisfaction, as a
4 bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses,
5 claims, liabilities and demands of Moore of any nature, character or kind, whether known or
6 unknown, suspected or unsuspected, against CFSP and Releasees, limited to and arising out of
7 alleged or actual exposures to DEHP in the Products manufactured, distributed or sold by CFSP.

8 **4.4 CFSP's Release of Moore.**

9 CFSP on behalf of itself, its past and current agents, representatives, attorneys,
10 successors, and/or assignees, hereby waives any and all claims against Moore, his attorneys and
11 other representatives, for any and all actions taken or statements made (or those that could have
12 been taken or made) by Moore and his attorneys and other representatives, whether in the
13 course of investigating claims or otherwise seeking to enforce Proposition 65 against it in this
14 matter with respect to the Products.

15 **5. COURT APPROVAL**

16 This Consent Judgment is not effective until it is approved and entered by the court and
17 shall be null and void if, for any reason, it is not approved and entered by the court within one
18 year after it has been fully executed by all Parties, in which event any monies that have been
19 provided to Moore or his counsel pursuant to Section 3 above, shall be refunded within fifteen
20 (15) days after receiving written notice from CFSP that the one-year period has expired.

21 **6. SEVERABILITY**

22 If, subsequent to the execution of this Consent Judgment, any of the provisions of this
23 Consent Judgment are held by a court to be unenforceable, the validity of the enforceable
24 provisions remaining shall not be adversely affected.

25 **7. GOVERNING LAW**

26 The terms of this Consent Judgment shall be governed by the laws of the State of
27 California and apply within the State of California. In the event that Proposition 65 is repealed
28 or is otherwise rendered inapplicable by reason of law generally, or as to the Products, then

1 CFSP shall provide written notice to Moore of any asserted change in the law, and shall have no
2 further obligations pursuant to this Consent Judgment with respect to, and to the extent that, the
3 Products are so affected.

4 **8. NOTICES**

5 Unless specified herein, all correspondence and notices required to be provided pursuant
6 to this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-class,
7 (registered or certified mail) return receipt requested; or (ii) overnight courier on any Party by
8 the other Party at the following addresses:

9 To CFSP:

10 Jill A. Franklin, Esq.
11 Schaffer Lax McNaughton & Chen LLP
12 515 S. Figueroa Street, Suite 1400
13 Los Angeles, CA 90071

14 With copies to:

15 David Shannon, President
16 Carlisle Foodservice Products Inc.
17 4711 East Hefner Road
18 Oklahoma City, OK 73131

19 To Moore:

20 Proposition 65 Coordinator
21 The Chanler Group
22 2560 Ninth Street Parker Plaza, Suite 214
23 Berkeley, CA 94710-2565

24 Any Party, from time to time, may specify in writing to the other Party a change of
25 address to which all notices and other communications shall be sent.

26 **9. COUNTERPARTS; FACSIMILE SIGNATURES**

27 This Consent Judgment may be executed in counterparts and by facsimile, each of which
28 shall be deemed an original, and all of which, when taken together, shall constitute one and the
same document.

10. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)

Moore agrees to comply with the reporting form requirements referenced in California
Health & Safety Code §25249.7(f).

1 **11. ADDITIONAL POST EXECUTION ACTIVITIES**

2 The Parties acknowledge that, pursuant to Health & Safety Code § 25249.7, a Motion to
3 Approve the Agreement (“Noticed Motion”) is required to obtain judicial approval of this
4 Consent Judgment. In furtherance of obtaining such approval, Moore, CFSP, and their
5 respective counsel agree to mutually employ their best efforts to support the entry of this
6 agreement as a Consent Judgment and obtain approval of the Consent Judgment by the Court in
7 a timely manner. For purposes of this Paragraph, best efforts shall include at a minimum that
8 CFSP join in or file a joinder in the Noticed Motion and participate in any oral argument before
9 the Court on the hearing of the Noticed Motion.

10 **12. MODIFICATION**

11 This Consent Judgment may be modified only: (1) by written agreement of the parties
12 and upon entry of a modified Consent Judgment by the Court thereon; or (2) upon a successful
13 motion of any party and entry of a modified Consent Judgment by the court. Moore shall be
14 entitled to his reasonable fees and costs incurred in the modification process under CCP §1021.5
15 if CFSP seeks to modify the terms of this Consent Judgment.

16 **13. AUTHORIZATION**

17 The undersigned are authorized to execute this Consent Judgment on behalf of their
18 respective parties and have read, understood, and agree to all of the terms and conditions of this
19 Consent Judgment.

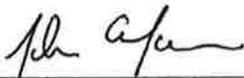
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AGREED TO:

AGREED TO:

Date: OCTOBER 20, 2011

Date: _____

By: 
Plaintiff JOHN MOORE

By: _____
Defendant CARLISLE FOODSERVICE PRODUCTS, INC.

1 **11. ADDITIONAL POST EXECUTION ACTIVITIES**

2 The Parties acknowledge that, pursuant to Health & Safety Code § 25249.7, a Motion to
3 Approve the Agreement ("Noticed Motion") is required to obtain judicial approval of this
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7 a timely manner. For purposes of this Paragraph, best efforts shall include at a minimum that
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12 and upon entry of a modified Consent Judgment by the Court thereon; or (2) upon a successful
13 motion of any party and entry of a modified Consent Judgment by the court. Moore shall be
14 entitled to his reasonable fees and costs incurred in the modification process under CCP §1021.5
15 if CFSP seeks to modify the terms of this Consent Judgment.

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17 The undersigned are authorized to execute this Consent Judgment on behalf of their
18 respective parties and have read, understood, and agree to all of the terms and conditions of this
19 Consent Judgment.

20
21
22 **AGREED TO:** **AGREED TO:**
23 Date: _____ Date: October 20, 2011
24
25 By: _____ By: Carly Ward
26 Plaintiff JOHN MOORE Defendant CARLISLE FOODSERVICE
27 PRODUCTS, INC.
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EXHIBIT A

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1. Marko By Carlisle 8 Gauge Vinyl Tablecloth, Clear #53185470T018 (#7 47021 02413 3);
2. Marko By Carlisle Vinyl Tablecloth, Fashion Nova 54" Red, 103K00763054001 ;
3. Marko By Carlisle Vinyl Tablecloth, Fashion Nova 54" White, 103K00763054010 ;
4. Marko By Carlisle Vinyl Tablecloth, Fashion Nova 54" Almond, 103K0076354037,
#57634272TM037, #576342AITM037;
5. Marko By Carlisle Vinyl Tablecloth, Fashion Nova 54" Seafoam, 103K0076354076 ;
6. Marko By Carlisle Vinyl Tablecloth, Fashion Nova 54" Sand, 103K0076354114;
7. Marko By Carlisle Vinyl Tablecloth, Fashion Nova 54" Ebony, 103K0076354153,
#5MC763200876153;
8. Marko By Carlisle Vinyl Tablecloth, Fashion Nova 54" Claret, 103K0076354326;
9. Marko By Carlisle Vinyl Tablecloth, Fashion Nova 54" Hunter Green, 103K0076354543;
10. Marko By Carlisle Vinyl Tablecloth, Fashion Nova 54" Slate, 103K0076354582,
#576376UM582;
11. Marko By Carlisle Vinyl Tablecloth, Fashion Nova 54" Navy, 103K0076354011;
12. Marko By Carlisle Vinyl Tablecloth, Fashion Nova 54" Parade Blue, 103K0076354564,
#57634046TM564, #57635252SM564, #576346AMTM564
13. Marko By Carlisle 12 Gauge Vinyl Tablecloth, Clear #53205490T018, #5320545S018

SCHAEFER, LAX, McNAUGHTON & CHIEN
A PROFESSIONAL CORPORATION
819 SOUTH FIGUEROA STREET, SUITE 1400
LOS ANGELES, CALIFORNIA 90071
(213) 337-1070

1 Laurence D. Haveson, State Bar. No. 152631
THE CHANLER GROUP
2 2560 Ninth Street, Suite 214
Berkeley, CA 94710
3 Telephone: (510) 848-8880
Facsimile: (510) 848-8118
4 Attorneys for Plaintiff

5
6 JILL A. FRANKLIN, State Bar No. 128280
franklinj@slmclaw.com
SCHIAFFER, LAX, McNAUGHTON & CHIEN
7 A Professional Corporation
515 South Figueroa Street, Suite 1400
8 Los Angeles, California 90071
Telephone: (213) 337-1000
9 Facsimile: (213) 337-1010
10 Attorneys for Defendants

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF ALAMEDA, NORTHERN DISTRICT**

14 JOHN MOORE,
15 Plaintiff,
16 v.

17 CARLISLE COMPANIES,
18 INCORPORATED; CARLISLE FOOD
SERVICE PRODUCTS, INCORPORATED;
19 and DOES 1-150, inclusive,
20 Defendants.

CASE NO. RG10542585

Assigned to Hon. Jorge C. Hernandez, Jr.,
Dept 607

**AMENDMENT TO [PROPOSED]
CONSENT JUDGMENT PAR. 3.2**

Action Filed: October 20, 2010
Trial Date: None Set

21
22 **3.2 Reimbursement of Plaintiff's Fees and Costs**

23 The Parties acknowledge that Plaintiff Moore and his counsel offered to resolve this
24 dispute without reaching terms on the amount of fees and costs to be reimbursed to them, thereby
25 leaving this fee issue to be resolved after the material terms of the agreement had been settled.
26 Carlisle FoodService Products, Incorporated ("CFSP") then expressed a desire to resolve the fee
27 and cost issue shortly after the other settlement terms had been finalized, the original Consent
28

SCHAFFER, LAX, MCNAUGHTON & CHEN
A PROFESSIONAL CORPORATION
916 SOUTH FIGUEROA STREET, SUITE 1400
LOS ANGELES, CALIFORNIA 90071
(213) 537-1000

1 Judgment had been signed and the Motion to Approve the settlement had been filed. The Parties
2 have now reached an accord on the compensation due to Moore and his counsel under general
3 contract principles and the private attorney general doctrine codified at California Code of Civil
4 Procedure section 1021.5, for all work performed, in this matter, except fees that may be incurred
5 on appeal. Under these legal principles, CFSP shall pay the total amount of \$78,500.00 for past
6 and future fees and costs incurred in this matter including investigating, noticing, and litigating
7 this matter, seeking judicial approval of the Consent Judgment, preparing and filing the approval
8 papers, complying with Proposition 65 reporting requirements, and preparing for and attending
9 any and all hearings related to the approval of the Consent Judgment.

10 The above-referenced payment of \$78,500.00 will be made payable to "The Chanler
11 Group" and shall be delivered to The Chanler Group by December 12, 2011, and shall be held
12 in trust until the Court approves the Consent Judgment.

13
14 **AUTHORIZATION**

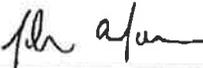
15 The undersigned are authorized to execute this Amendment to the Consent Judgment on
16 behalf of their respective parties and have read, understood, and agree to all of the terms and
17 conditions of this Amendment.

18
19
20 **AGREED TO:**

AGREED TO:

21 Date: NOVEMBER 29, 2011

Date: _____

22
23 By: 
24 Plaintiff JOHN MOORE

By: _____
Defendant CARLISLE FOODSERVICE
PRODUCTS, INC.

SCHAFER, LAX, McMAUGHON & CHEN
A PROFESSIONAL CORPORATION
515 SOUTH PALMERA STREET, SUITE 1409
LOS ANGELES, CALIFORNIA 90071
(213) 237-2000

1 Judgment had been signed and the Motion to Approve the settlement had been filed. The Parties
2 have now reached an accord on the compensation due to Moore and his counsel under general
3 contract principles and the private attorney general doctrine codified at California Code of Civil
4 Procedure section 1021.5, for all work performed, in this matter, except fees that may be incurred
5 on appeal. Under these legal principles, CFSP shall pay the total amount of \$78,500.00 for past
6 and future fees and costs incurred in this matter including investigating, noticing, and litigating
7 this matter, seeking judicial approval of the Consent Judgment, preparing and filing the approval
8 papers, complying with Proposition 65 reporting requirements, and preparing for and attending
9 any and all hearings related to the approval of the Consent Judgment.

10 The above-referenced payment of \$78,500.00 will be made payable to "The Chanler
11 Group" and shall be delivered to The Chanler Group by December 12, 2011, and shall be held in
12 trust until the Court approves the Consent Judgment.

13
14 **AUTHORIZATION**

15 The undersigned are authorized to execute this Amendment to the Consent Judgment on
16 behalf of their respective parties and have read, understood, and agree to all of the terms and
17 conditions of this Amendment.

18
19
20 **AGREED TO:**

AGREED TO:

21 Date: _____

Date: 11/29/11

22
23 By: _____
24 Plaintiff JOHN MOORE

By: Carolyn Jond
Defendant CARLISLE FOODSERVICE
PRODUCTS, INC.