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12 **SUPERIOR COURT OF CALIFORNIA**  
13 **FOR THE COUNTY OF ALAMEDA**

ENDORSED  
FILED  
ALAMEDA COUNTY

OCT 02 2012

CLERK OF THE SUPERIOR COURT  
By S. McMillan Deputy

14 15 16 17 18 19 20	PEOPLE OF THE STATE OF CALIFORNIA, ex rel. EDMUND G. BROWN, JR., Attorney General,  Plaintiff,  v.  BAY AREA JUMP, et al.  Defendants	Case No. RG 10-530436  <b>CONSENT JUDGMENT AS TO DEFENDANT NAIZIL, INC.</b>
21 22 23 24 25 26 27	CENTER FOR ENVIRONMENTAL HEALTH, a non-profit corporation,  Plaintiff,  v.  CUTTING EDGE CREATIONS, INC., et al.  Defendants	Case No. RG 10-530300

1     **1.     RECITALS**

2             **1.1**     On August 11, 2010, the People of the State of California (“People”), by and  
3 through the Attorney General of the State of California (“Attorney General”), filed a complaint for  
4 civil penalties and injunctive relief for violations of Proposition 65 and unlawful business  
5 practices in the Superior Court for the County of Alameda. The People’s Complaint alleges that  
6 the then-named defendants failed to provide clear and reasonable warnings that their inflatable  
7 structures made with vinyl such as bounce houses, combos, obstacle courses and interactives (the  
8 “Products”) contain lead and lead compounds (together “Lead”), and that use of, and contact with,  
9 those Products results in exposure to Lead, a chemical known to the State of California to cause  
10 cancer and reproductive harm. The Complaint further alleges that under the Safe Drinking Water  
11 and Toxic Enforcement Act of 1986, Health & Safety Code § 25249.6, also known as  
12 “Proposition 65,” businesses must provide persons with a “clear and reasonable warning” before  
13 exposing individuals to these chemicals, and that the Defendants failed to do so. The People’s  
14 Complaint further alleges that the Lead levels in the Products exceed the standards set by the  
15 Consumer Product Safety Improvement Act (“CPSIA”) of 2008. The Complaint also alleges that  
16 the violations of Proposition 65 and the CPSIA constitute unlawful acts in violation of the Unfair  
17 Competition Law, pursuant to Business & Professions Code §§ 17200, *et seq.* On January 27,  
18 2011, the People amended their Complaint to add Naizil, Inc. (“Settling Defendant”) as a  
19 defendant.

20             **1.2**     The Center for Environmental Health (“CEH”) first brought the issue of Lead  
21 exposures from the Products to the attention of the Attorney General by issuing its first 60-Day  
22 Notice of Violation on February 19, 2010. On September 23, 2010, CEH issued an additional 60-  
23 day Notice of Violation (the “Notice”) to the requisite public enforcers and Settling Defendant.  
24 The Notice alleges that Settling Defendant was violating Proposition 65 by manufacturing,  
25 distributing and/or and selling the Lead-containing Vinyl (as defined below) from which the  
26 Products (as defined below) are made, thereby exposing individuals to Lead once the Products  
27 enter the stream of commerce. CEH filed its case, *Center for Environmental Health v. Cutting*  
28 *Edge Creations, Inc., et al.*, Alameda County Superior Court, Case No. RG 10-530300, on August

1 11, 2010. CEH also seeks civil penalties and injunctive relief for alleged violations of Proposition  
2 65. On October 25, 2010, the People's action was coordinated with CEH's action. On December  
3 17, 2010, CEH amended its Complaint to name Settling Defendant as a party.

4 1.3 On April 21, 2011, CEH filed its First Amended Complaint ("FAC"). The FAC  
5 clarified the allegations against Settling Defendant, making it clear that CEH's allegations were  
6 based on Settling Defendant's sale of the Vinyl which is used in Products manufactured by  
7 Settling Defendant's customers and sold for use in California. Some of the other defendants are  
8 customers of Settling Defendant, however, some of Settling Defendant's customers who make  
9 Products have not been named in either the People's complaint or the FAC.

10 1.4 Settling Defendant is named as a defendant in both the People's and CEH's  
11 Complaints.

12 1.5 Settling Defendant is a corporation that employs more than ten (10) persons and  
13 has employed ten or more persons at all times relevant to the allegations of the Complaint, and  
14 that distributes and/or sells Vinyl used in the Products which are sold and used in the State of  
15 California and/or has done so in the past four years.

16 1.6 For purposes of this Consent Judgment only, the People, CEH and the Settling  
17 Defendant stipulate that this Court has jurisdiction over the allegations of violations contained in  
18 the Notice and Complaints and personal jurisdiction over Settling Defendant as to the acts alleged  
19 in the Notice and Complaints, that venue is proper in Alameda County, and that this Court has  
20 jurisdiction to enter this Consent Judgment as a full and final resolution of all claims which were  
21 or could have been raised in the Complaints based on the facts alleged therein.

22 1.7 The People, CEH and Settling Defendant enter into this Consent Judgment as a full  
23 and final settlement of all claims relating to the Products (as that term is defined below) arising  
24 from the failure to warn regarding the presence of Lead in such Products and the sale by Settling  
25 Defendant of Vinyl for the use in Products. Nothing in this Consent Judgment shall be construed  
26 as an admission by the Parties of any fact, conclusion of law, issue of law or violation of law, nor  
27 shall compliance with the Consent Judgment constitute or be construed as an admission by Parties  
28 of any fact, conclusion of law, issue of law or violation of law. Nothing in this Consent Judgment

1 shall prejudice, waive or impair any right, remedy argument or defense the Parties may have in  
2 this or any other future legal proceedings. By execution of this Consent Judgment and agreeing to  
3 provide the relief and remedies specified herein, Settling Defendant does not admit any violations  
4 of Proposition 65, applicable Business and Professions Code sections or any other law or legal  
5 duty. Settling Defendant expressly asserts that its Vinyl and the Products do not require a warning  
6 under Proposition 65 and denies any liability whatsoever.

7 **2. DEFINITIONS**

8 **2.1** The “Actions” shall collectively mean the *People of the State of California v. Bay*  
9 *Area Jump, et al.*, Case No. RG 10-530436, Alameda County Superior Court (filed August 11,  
10 2010), and the *Center for Environmental Health v. Cutting Edge Creations, Inc., et al.*, Case No.  
11 RG 10-530300, Alameda County Superior Court (filed August 11, 2010).

12 **2.2** “Products” shall mean all inflatable structures made with Vinyl such as bounce  
13 houses, combos, obstacle courses and interactives.

14 **2.3** “Vinyl” means the polyvinyl chloride fabric distributed and/or sold by Settling  
15 Defendant for use in the Products. Vinyl does not include polyvinyl chloride fabric distributed  
16 and/or sold by any of Settling Defendant’s competitors.

17 **2.4** The “Effective Date” of this Consent Judgment shall be the date on which this  
18 Consent Judgment is entered as a judgment by the trial court.

19 **2.5** “Parties” shall mean the following entities: People of the State of California ex rel.  
20 Kamala D. Harris, CEH and Settling Defendant.

21 **2.6** “Plaintiffs” shall mean People of the State of California ex rel. Kamala D. Harris,  
22 Attorney General and CEH.

23 **2.7** “Pre-Settlement Products” means any Products manufactured with Settling  
24 Defendant’s Vinyl after August 11, 2007, but prior to the Effective Date.

25 **2.8** “Pre-Settlement Vinyl” means any Vinyl sold by Settling Defendant after August  
26 11, 2007, but prior to the Effective Date, and from which the Products are manufactured.

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1     **3.     INJUNCTIVE RELIEF: LEAD REDUCTION**

2             **3.1     Immediate Vinyl Compliance.** Immediately upon the Effective Date of this  
3 Consent Judgment, Settling Defendant shall insure that the level of Lead in Vinyl intended for  
4 sale in California is no higher than 100 ppm (“Compliance Level”) as determined pursuant to total  
5 Lead testing, EPA Method 3050B or CPSIA Method CPSC-CH-E1001-08 (the “Test Protocols”).

6             **3.2     Settling Defendant’s Independent Testing.** In order to ensure compliance with  
7 Section 3.1, Settling Defendant shall conduct (or cause to be conducted) testing to confirm that  
8 Vinyl which it sells for use in Products sold in California complies with the Compliance Level.  
9 Settling Defendant shall either conduct the testing of the Vinyl using an X-Ray Fluorescence  
10 Analyzer or shall cause to have the testing performed by an independent, CPSIA-approved  
11 laboratory in accordance with either of the Test Protocols. Should Settling Defendant’s XRF  
12 testing of the Vinyl yield a result above the Compliance Level, Settling Defendant may then  
13 utilize laboratory testing on the same Vinyl, and, if the laboratory test yields a result that is below  
14 the Compliance Level, Settling Defendant may rely on the laboratory test. Settling Defendant  
15 shall perform the testing described in this Section on each roll of Vinyl intended to be used in the  
16 Products.

17                     (a)     Vinyl That Exceeds the Compliance Level. If the results of the testing  
18 required pursuant to Section 3.2 show Lead levels in excess of the Compliance Level in  
19 the Vinyl, Settling Defendant shall not sell the Vinyl.

20     **4.     INJUNCTIVE RELIEF: CLEAR AND REASONABLE WARNINGS**

21             **4.1**     Plaintiffs allege that warnings are necessary as to the Pre-Settlement Products  
22 because these products purportedly cause continuing exposures to Lead. While expressly denying  
23 such allegations, Settling Defendant agrees to implement the following programs to provide clear  
24 and reasonable warnings to persons who come into contact with Vinyl sold before the Effective  
25 Date of this Consent Judgment:

26                     (a)     Informational Program. Settling Defendant shall provide the mailed  
27 warnings and informational materials attached hereto as Exhibit A, in English and  
28 Spanish, to all parties who purchased Pre-Settlement Vinyl for use in manufacture of

1 Products distributed, rented and/or sold in the State of California. The informational  
2 materials provided pursuant to this section shall include an offer to either perform testing  
3 on such Pre-Settlement Vinyl or pay for testing of such Vinyl. Settling Defendants shall  
4 serve Plaintiffs with copies of all materials sent to its customers of the Pre-Settlement  
5 Vinyl pursuant to this section.

6 (b) Web Notice. Settling Defendant does not currently have a web site. For a  
7 period of two years following the Effective Date, Settling Defendant will maintain a  
8 conspicuous link on its primary, customer oriented website, if it develops such a web site,  
9 that directs users to the web page that CEH will maintain with respect to Lead in the  
10 Products.

11 **5. ADDITIONAL ACTIONS BY SETTLING DEFENDANT**

12 **5.1 Testing of Pre-Settlement Vinyl.** Upon request by an individual or entity that  
13 purchased any Pre-Settlement Vinyl from Settling Defendant, Settling Defendant shall either  
14 perform or pay for testing for all Pre-Settlement Vinyl purchased from Settling Defendant. The  
15 testing pursuant to this section may be performed by X-Ray Fluorescence or pursuant to the Test  
16 Protocols.

17 **5.2 Replacing Certain Pre-Settlement Vinyl.** Settling Defendant shall, at its own cost,  
18 replace any Pre-Settlement Vinyl purchased from Settling Defendant still in use as of the  
19 Effective Date if the testing described in Section 5.1 reveals Lead levels in excess of 1,000 ppm,  
20 or provide a 50% discount on the replacement of any Vinyl if testing described in Section 5.1  
21 reveals Lead levels in excess of 300 ppm.

22 **6. PAYMENTS**

23 **6.1 Payment Timing.** The total of all payments required under this Section 6 shall be  
24 \$36,000. The first \$10,000 shall be due within 5 days of Court approval of this Consent Judgment  
25 and paid by check made payable to the "California Department of Justice." The remaining  
26 \$26,000 shall be paid as follows: (1) \$5,000 per month for each of the first two months following  
27 entry of the Consent Judgment, with the first \$5,000 payment made payable to "Center for  
28 Environmental Health" and the second \$5,000 made payable to the "California Department of

1 Justice”; and (2) \$4,000 per month for the third, fourth, fifth and sixth months following entry of  
2 the Consent Judgment, with each such payment made payable to “Lexington Law Group.”

3 **6.2** Civil Penalties. Settling Defendant shall pay a civil penalty of \$10,000 pursuant to  
4 California Health & Safety Code §§ 25249.7(b) and 25249.12. Pursuant to § 25249.12, 75% of  
5 these funds shall be remitted to the California Office of Environmental Health Hazard Assessment  
6 (“OEHHA”), and the remaining 25% apportioned evenly among the Attorney General and CEH.

7 **6.3** Cy pres. Settling Defendant shall make the following payment in lieu of additional  
8 civil penalties. Settling Defendant shall pay \$5,000 to CEH. CEH shall use such funds to conduct  
9 periodic testing of the Products. To the extent that the owner of a Product that tests above 300  
10 ppm for Lead does not have a Product replacement option available to it as a result of another  
11 Settlement involving a Product manufacturer and/or distributor, CEH will make a portion of the  
12 funds available to the Product owner to help replace such Product to the extent the request for  
13 replacement is made on or before December 31, 2013, and there are still funds available. The  
14 payment required under this section shall be made payable to CEH.

15 **6.4** Other Payments. Settling Defendant shall also make the following payments:

16 (a) Attorney General. Settling Defendant shall pay the sum of \$5,000 to the  
17 Attorney General, to reimburse the fees and costs her office has expended with respect to  
18 this matter. Funds paid pursuant to this paragraph shall be placed in an interest-bearing  
19 Special Deposit Fund established by the Attorney General. These funds, including any  
20 interest, shall be used by the Attorney General, until all funds are exhausted, for the costs  
21 and expenses associated with the enforcement and implementation of Proposition 65,  
22 including investigations, enforcement actions, other litigation or activities as determined  
23 by the Attorney General to be reasonably necessary to carry out her duties and authority  
24 under Proposition 65. Such funding may be used for the costs of the Attorney General’s  
25 investigation, filing fees and other court costs, payment to expert witnesses and technical  
26 consultants, purchase of equipment, travel, purchase of written materials, laboratory  
27 testing, sample collection, or any other cost associated with the Attorney General’s duties  
28 or authority under Proposition 65. Funding placed in the Special Deposit Fund pursuant to

1 this paragraph, and any interest derived therefrom, shall solely and exclusively augment  
2 the budget of the Attorney General's Office and in no manner shall supplant or cause any  
3 reduction of any portion of the Attorney General's budget.

4 (b) CEH's Attorney Fees. Settling Defendant shall pay \$16,000 to reimburse  
5 CEH and its attorneys for their reasonable investigation fees and costs, attorneys' fees, and  
6 any other costs incurred as a result of investigating, bringing this matter to the attention of  
7 Settling Defendant and the People, litigating and negotiating a settlement in the public  
8 interest. The payment required under this section shall be made payable to Lexington Law  
9 Group.

10 **6.5** Each payment required by this Consent Judgment shall be made through the  
11 delivery of separate checks payable to the applicable person, as follows:

12 (a) Attorney General. Payments due to OEHHA and the Attorney General  
13 shall be made payable to the "California Department of Justice," and sent to the attention  
14 of Robert Thomas, Legal Analyst, Department of Justice, 1515 Clay Street, 20<sup>th</sup> Floor,  
15 Oakland, CA 94612.

16 (b) CEH/Lexington Law Group. The payments due to CEH and the Lexington  
17 Law Group shall be made payable as set forth above and sent to: Mark N. Todzo,  
18 Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

19 **6.6** Copies of Checks. Settling Defendant will cause copies of each check issued by it  
20 pursuant to this Consent Judgment to be sent to: Jamie Jefferson, Deputy Attorney General, 1515  
21 Clay Street, 20<sup>th</sup> Floor, Oakland, CA 94612.

22 **7. MODIFICATION OF CONSENT JUDGMENT**

23 **7.1** This Consent Judgment may only be modified by express written agreement of the  
24 Parties with the approval of the Court; by an order of this Court on noticed motion from the  
25 People, CEH or Settling Defendant in accordance with law; or by the Court in accordance with its  
26 inherent authority to modify its own judgments.

27 **7.2** Before filing an application with the Court for a modification to this Consent  
28 Judgment, the party seeking modification shall meet and confer with the other Parties to determine



1 whether the modification may be achieved by consent. If a proposed modification is agreed upon,  
2 then the Parties will present the modification to the Court by means of a stipulated modification to  
3 the Consent Judgment.

4 **8. ENFORCEMENT**

5 **8.1 Enforcement by Plaintiffs.** Plaintiffs may, by motion or application for an order to  
6 show cause before this Court, enforce the terms and conditions contained in this Consent  
7 Judgment or seek resolution of any dispute arising under this Consent Judgment. In any  
8 proceeding to enforce the terms of this Consent Judgment, Plaintiffs may seek whatever fines,  
9 costs, penalties, or remedies are provided by law for failure to comply with the Consent Judgment.  
10 However, Plaintiffs may not seek any fees or costs if Settling Defendant agrees to take the action  
11 demanded by Plaintiffs during the meet and confer process described in Section 8.4, below, and  
12 implements such action in a prompt manner.

13 **8.2 Enforcement by Separate Action.** Where violations of this Consent Judgment  
14 constitute subsequent violations of Proposition 65 or other laws independent of the Consent  
15 Judgment and/or those alleged in the Complaint, Plaintiffs and/or CEH are not limited to  
16 enforcement of the Consent Judgment, but may instead elect to seek, in another action, whatever  
17 fines, costs, penalties, or remedies are provided for by law for failure to comply with Proposition  
18 65 or other laws. In any action brought by the People and/or CEH or another enforcer alleging  
19 subsequent violations of Proposition 65 or other laws, Settling Defendant may assert any and all  
20 defenses that are available, including the *res judicata* or collateral estoppel effect of this Consent  
21 Judgment. Plaintiffs must elect whether (a) to use the enforcement provisions of Section 8.1 of  
22 this Consent Judgment or (b) to bring a new action pursuant to this Subsection 8.2.

23 **8.3 Meet and Confer Required.** Before any party institutes any proceeding or separate  
24 action based on an alleged violation of the Consent Judgment, the moving or enforcing party  
25 (Moving Party) shall meet and confer with the other party (Other Party) in good faith in an  
26 attempt to informally resolve the alleged violation.

27 **8.4** The terms of this Consent Judgment shall be enforced exclusively by the Parties  
28 hereto.

1     **9.     AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

2             **9.1**     Each signatory to this Consent Judgment certifies that he or she is fully authorized  
3 to stipulate to this Consent Judgment and to enter into and execute the Consent Judgment on  
4 behalf of the party he or she represents.

5     **10.    CLAIMS COVERED**

6             **10.1**    Full and Binding Resolution. This Consent Judgment is a full, final, and binding  
7 resolution between the People, CEH, and Settling Defendant of any violation of Proposition 65,  
8 Business & Professions Code §§ 17200, *et seq.*, and 17500, *et seq.*, or any other statutory or  
9 common law claims that have been or could have been asserted in the Notice or Complaints  
10 against Settling Defendant for failure to provide clear and reasonable warnings of exposure to  
11 Lead from the use of the Vinyl by Settling Defendant’s customers. Compliance with the terms of  
12 this Consent Judgment resolves any issue now, in the past, and in the future, concerning  
13 compliance by Settling Defendant, its parents, divisions, subdivisions, subsidiaries, sister  
14 companies, affiliates, cooperative members, licensors and licensees, and the shareholders,  
15 officers, predecessors, successors, and assigns of any of them, with the requirements of  
16 Proposition 65 or Business & Professions Code §§ 17200, *et seq.*, and 17500, *et seq.*, arising from  
17 or relating to exposures to Lead in or from the Products. This Consent Judgment does not resolve  
18 any claims that Plaintiffs may assert with respect to (i) products other than the Products or (ii)  
19 chemicals other than Lead.

20     **11.    PROVISION OF NOTICE**

21             **11.1**    Notices sent pursuant to this Consent Judgment shall be sent to the person(s) and  
22 addresses set forth in this paragraph. Any party may modify the person and address to whom the  
23 notice is to be sent by sending each other party notice by certified mail, return receipt requested.  
24 Said change shall take effect for any notice mailed at least five days after the date the return  
25 receipt is signed by the party receiving the change.

26             **11.2**    Notices shall be sent by overnight delivery, or by concurrent e-mail and by First  
27 Class Mail, to the following when required:

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For the Attorney General:

Jamie Jefferson, Deputy Attorney General  
California Department of Justice  
1515 Clay Street, 20<sup>th</sup> Floor  
Oakland, CA 94612  
Jamie.Jefferson@doj.ca.gov

and simultaneously to:

Robert Thomas, Legal Analyst  
California Department of Justice  
1515 Clay Street, 20<sup>th</sup> Floor  
Oakland, CA 94612  
Robert.Thomas@doj.ca.gov

For the Center for Environmental Health:

Mark N. Todzo  
Lexington Law Group  
503 Divisadero Street  
San Francisco, CA 94117  
mtodzo@lexlawgroup.com

For the Settling Defendant:

David B. Madariaga  
Fowler Law Group  
11845 West Olympic Blvd., Suite 710  
Los Angeles, CA 90064  
dmadariaga@fowlerlawgroup.com

**11.3** Written Notification. Within 15 days of completing the actions required by Sections 3.1 (Immediate Vinyl Compliance) and 4.1 (b) (Web Notice), and also on Plaintiffs' written request with respect to any other action required by this Consent Judgment, Settling Defendant shall provide Plaintiffs with written notification that the required action has been completed.

**12. COURT APPROVAL**

**12.1** This Consent Judgment shall be submitted to the Court for entry by noticed motion or as otherwise may be required or permitted by the Court. If this Consent Judgment is not approved by the Court, it shall be of no force or effect and may not be used by the Plaintiffs or Settling Defendant for any purpose.

1 **13. ENTIRE AGREEMENT**

2 13.1 This Consent Judgment contains the sole and entire agreement and understanding  
3 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,  
4 negotiations, commitments and understandings related hereto. No representations, oral or  
5 otherwise, express or implied, other than those contained herein have been made by any party  
6 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed  
7 to exist or to bind any of the Parties.

8 **14. RETENTION OF JURISDICTION**

9 14.1 This Court shall retain jurisdiction of this matter to implement and enforce the  
10 Consent Judgment, and to resolve any disputes that may arise as to the implementation of this  
11 Judgment.

12 **15. EXECUTION IN COUNTERPARTS**

13 15.1 The stipulations to this Consent Judgment may be executed in counterparts and by  
14 means of facsimile, which taken together shall be deemed to constitute one document.

15  
16 **IT IS SO ORDERED and ADJUDGED:**

17  
18 DATED: OCT 02 2012

STEVEN A BRICK  
19 JUDGE OF THE SUPERIOR COURT

20  
21 **IT IS SO STIPULATED:**

22 DATED: 7/30/12

23 KAMALA D. HARRIS  
Attorney General of California  
24 JANILL RICHARDS  
Supervising Deputy Attorney General

25 By: Jamie Jefferson  
26 JAMIE JEFFERSON  
Deputy Attorney General  
27 For People of the State of California

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DATED: Aug 3, 2012

CENTER FOR ENVIRONMENTAL HEALTH

By:   
CHARLIE PIZARRO  
Associate Director

DATED: \_\_\_\_\_

NAIZIL, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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DATED: \_\_\_\_\_

CENTER FOR ENVIRONMENTAL HEALTH

By: \_\_\_\_\_

CHARLIE PIZARRO  
Associate Director

DATED: \_\_\_\_\_

NAIZIL, INC.


By: JOHN PETIZIAN   
Its: PRESIDENT

Exhibit A

Letter to Customers of Pre-Settlement Vinyl

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Dear Customer:

Our records show that you purchased vinyl from us during the period August 11, 2007, to [ ]. This letter is written to inform you that some of the vinyl distributed and sold by Naizil, Inc. during this time period contains lead.

WARNING – Lead is a chemical known to the state of California to cause cancer and reproductive harm.

All of our vinyl has now been formulated to reduce the amount of lead to levels below those of concern. However, some of our older products manufactured during the time period identified above may have lead levels that are of concern.

We would like to provide you with the opportunity to have the vinyl you purchased from us during this time period tested to determine if such vinyl contains high levels of lead. If you purchased vinyl from us during the period from August 11, 2007, to [ ] that you still have in your possession, please contact [Name] at [telephone number] to arrange for testing of such vinyl. Naizil, Inc. will conduct or pay for all testing of the vinyl.

If the testing of any of the vinyl you purchased from Naizil, Inc. reveals lead levels in excess of 1,000 parts per million, Naizil, Inc. will replace the vinyl. If the testing reveals lead levels between 300 parts per million and 1,000 parts per million, Naizil, Inc. will provide 50% off of the cost of any replacement product.

In the meantime, you can reduce exposures to lead from the vinyl by employing the following practices:

- a. Keeping the vinyl and products manufactured with the vinyl clean;
- b. Having children wash their hands after coming into contact with the vinyl;
- c. Food, beverages and other ingestible items should not come into contact with the vinyl; and
- d. Clothing that comes into contact with the vinyl should be cleaned after use.

For further information, please call [name] at [number].

Sincerely,

Name