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19 FOUNDATION

20 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
21 **FOR THE CITY AND COUNTY OF SAN FRANCISCO**

22 MATEEL ENVIRONMENTAL
23 JUSTICE FOUNDATION,,
24 Plaintiff,
25 v.
26 BED BATH & BEYOND, INC., et al.,
27 Defendants.

Case No. CGC – 11 – 509071

CONSENT JUDGMENT

**(BED BATH & BEYOND, INC. and
RICHMOND ENGINEERING
COMPANY, INC.)**

28 **1. INTRODUCTION**

1.1 On or about November 18, 2010, plaintiff Mateel Environmental Justice Foundation (“MATEEL”), provided a 60-day Notice of Violation to the California Attorney General, the District Attorneys of each county in California, the City Attorneys of every California city with a population greater than 750,000 (the “Public Prosecutors”), and defendant BED BATH & BEYOND, INC. (“BB&B”), alleging that BB&B, through

**ENDORSED
FILED**
San Francisco County Superior Court

JUL - 8 2011

CLERK OF THE COURT
BY: GINA GONZALES
Deputy Clerk

1 its sales in California of brass peppermills (“Covered Peppermill Products”) was in
2 violation of the Safe Drinking Water and Toxic Enforcement Act of 1986, Health and
3 Safety Code Sections 25249.5, et seq. (“Proposition 65”) by knowingly and intentionally
4 exposing persons to lead, a product known to the State of California to cause cancer
5 and/or birth defects or other reproductive harm, without first providing a clear and
6 reasonable warning.

7 1.2 On or about October 27, 2010, MATEEL provided a 60-day Notice of
8 Proposition 65 Violation to the Public Prosecutors and defendant RICHMOND
9 ENGINEERING COMPANY, INC., (“RICHMOND”), alleging that RICHMOND,
10 through its sales in California of hose bib and hose coupling products made of leaded
11 brass or components made of leaded brass (“Covered Hose Products”) was in violation of
12 Proposition 65 by knowingly and intentionally exposing persons to lead, a product known
13 to the State of California to cause cancer and/or birth defects or other reproductive harm,
14 without first providing a clear and reasonable warning. On or about March 24, 2011,
15 MATEEL also provided a 60-day Notice of Proposition 65 Violation to the Public
16 Prosecutors and to Lowe’s HIW, Inc. (“Lowe’s”), alleging that Lowe’s, through its sales
17 in California of Covered Hose Products manufactured by RICHMOND, was in violation
18 of Proposition 65 by knowingly and intentionally exposing persons to lead, a product
19 known to the State of California to cause cancer and/or birth defects or other reproductive
20 harm, without first providing a clear and convincing warning. Lowe’s is not a defendant
21 in this action.

22 1.3 On or about March 10, 2011, MATEEL, acting on behalf of itself and the
23 general public, filed a Complaint for civil penalties and injunctive relief (“Complaint”) in
24 San Francisco Superior Court, Case No. 509071, against, inter alia, BB&B. The
25 Complaint alleges, among other things, that BB&B violated Proposition 65 by allegedly
26 having knowingly and intentionally exposed persons to lead from Covered Peppermill
27 Products without first providing clear and reasonable warnings. Upon the entry of this
28 Consent Judgment, this Complaint shall be deemed amended to include RICHMOND as a

1 party defendant, and to allege that RICHMOND has knowingly and intentionally exposed
2 persons to lead from Covered Hose Products without first providing clear and reasonable
3 warnings. For purposes of this Consent Judgment: (1) RICHMOND and BB&B may be
4 referred to collectively as the Settling Defendants, (2) MATEEL, BB&B and
5 RICHMOND are each deemed to be a Party; (3) MATEEL and the Settling Defendants
6 are deemed to be collectively referred to as the Parties and (4) the term Covered Products
7 includes Covered Peppermill Products and Covered Hose Products.

8 **1.4** For purposes of this Consent Judgment only, the Parties stipulate that this
9 Court has jurisdiction over the allegations contained in the Complaint, as amended by this
10 Consent Judgment, and personal jurisdiction over the Settling Defendants, and each of
11 them, as to the acts alleged in the Complaint, that venue is proper in the City and County
12 of San Francisco and that this Court has jurisdiction to enter this Consent Judgment as a
13 full settlement and resolution of all claims that were or could have been raised by any
14 person or entity based in whole or in part, directly or indirectly, on the facts alleged in the
15 Complaint, arising therefrom or related thereto. This Consent Judgment resolves claims
16 that are denied and disputed by the Settling Defendants. The Parties enter into this
17 Consent Judgment pursuant to a full and final settlement of any and all claims between the
18 parties for the purpose of avoiding prolonged litigation. This Consent Judgment shall not
19 constitute an admission with respect to any material allegation of the Complaint, each and
20 every allegation of which each Settling Defendant denies, nor may this Consent Judgment
21 or compliance with it be used as evidence of any wrongdoing, misconduct, culpability or
22 liability on the part of either Settling Defendant.

23 **2. SETTLEMENT PAYMENT**

24 **2.1** In settlement of all of claims referred to in this Consent Judgment, BB&B
25 shall pay for itself \$12,500, and RICHMOND shall pay for itself a total of \$25,000 in total
26 monetary relief. Each Settling Defendant is individually responsible only for its own
27 settlement payment, and is not liable or otherwise responsible in any manner for the
28 settlement payment of the other required hereunder.

1 2.1.1 The \$12,500 to be paid by BB&B shall be apportioned as follows: (1) a civil
2 penalty of Two Thousand Five Hundred Dollars and No Cents (\$2,500.00) payable to the
3 Office of Environmental Health Hazard Assessment (with MATEEL agreeing to waive
4 any right to a portion of this civil penalty); and (2) Ten Thousand Dollars and No Cents
5 (\$10,000.00), made payable to the Klamath Environmental Law Center (“KELC”) for
6 attorneys fees and costs incurred by KELC on behalf of MATEEL in investigating and
7 prosecuting this matter and in negotiating this Consent Judgment on behalf of itself and in
8 the public interest.

9 2.1.2 The \$25,000 to be paid by RICHMOND shall be apportioned as follows:
10 (1) a civil penalty of Two Thousand Five Hundred Dollars and No Cents (\$2,500.00)
11 payable to the Office of Environmental Health Hazard Assessment (with MATEEL
12 agreeing to waive any right to a portion of this civil penalty); (2) Seven Thousand Five
13 Hundred Dollars and No Cents (\$7,500.00) paid as an offset payment in lieu of additional
14 civil penalties, with Three Thousand Seven Hundred and Fifty Dollars and No Cents
15 (\$3,750.00) of the offset payment made payable to Californians for Alternatives to Toxics,
16 and Three Thousand Seven Hundred and Fifty Dollars (\$3,750.00) of the offset payment
17 made payable to Ecological Rights Foundation; and (3) Fifteen Thousand Dollars and No
18 Cents (\$15,000.00) made payable to KELC for attorneys fees and costs incurred by KELC
19 on behalf of MATEEL in investigating and prosecuting this matter and in negotiating this
20 Consent Judgment on behalf of itself and in the public interest.

21 2.1.3 Each Settling Defendant shall deliver its settlement checks as described
22 above at least three (3) days prior to any hearing on a motion to approve this settlement, to
23 William Verick, Esq., Klamath Environmental Law Center, 424 First Street, Eureka, CA
24 95501. Settling Defendant RICHMOND, however, may deliver settlement checks in
25 payment of the civil penalty, the offset payments and \$2,500 of the payment to Klamath
26 Environmental Law Center within 180 days of the entry of this settlement as a consent
27 judgment. If each Settling Defendants’ settlement payment has not been received as
28 provided in this paragraph, MATEEL may withdraw any motion to approve the Consent

1 Judgment and this agreement shall become null and void. If this Consent Judgment has
2 not been approved and entered by the Court within 120 days of the execution of the
3 agreement by the parties, the settlement payments described above shall be promptly
4 returned to the Settling Defendants, and the terms of this agreement shall be null and void
5 unless otherwise agreed among MATEEL and the Settling Defendant or Settling
6 Defendants as the case may be.

7 **2.2** MATEEL and KELC represent and warrant that recipients of the offset
8 payments described above are each a tax exempt, section 501(c)(3) non-profit
9 organization and that funds distributed to each organization pursuant to this Consent
10 Judgment may only be spent to reduce harm from toxic chemicals, or to increase
11 consumer, worker and community awareness of health hazards posed by lead and other
12 toxic chemicals.

13 **2.3** Except as specifically provided in this Consent Judgment, each of the
14 Parties shall bear its own costs, expenses, consultant and expert fees and attorney's fees.

15 **3. ENTRY OF CONSENT JUDGMENT**

16 **3.1** The Parties hereby request that the Court promptly enter this Consent
17 Judgment. Upon entry of the Consent Judgment, Settling Defendants and MATEEL
18 waive their respective rights to a hearing or trial on the allegations of the Complaint.

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

20 **4.1** This Consent Judgment is a full, final and binding resolution between
21 MATEEL, acting on behalf of itself and as to those matters raised in the 60 Day Notices
22 of Proposition 65 Violation referenced in Sections 1.1 and 1.2 above, acting in the public
23 interest pursuant to Health and Safety Code section 25249.7(d), and the Settling
24 Defendants, of all matters that are or that could have been alleged in the Complaint,
25 including any violation of Proposition 65, or the regulations promulgated thereunder, to
26 the fullest extent that any violation could have been asserted by MATEEL against any
27 Settling Defendant based upon, arising out of, or relating to such Settling Defendant's
28 compliance with Proposition 65, or regulations promulgated thereunder, with respect to

1 exposures to lead or lead compounds from the Covered Products (and components
2 thereof), whether based on actions committed by such Settling Defendant, or by any other
3 entity within the chain of manufacture, distribution and sale of the Covered Products,
4 including without limitation Lowe's. As to alleged lead and lead compound exposures
5 from Covered Products, compliance with the terms of this Consent Judgment resolves any
6 issue, now and in the future, concerning compliance by each Settling Defendant and its
7 respective parents, subsidiaries or affiliates, divisions, predecessors, successors, assigns,
8 officers, directors, shareholders, attorneys, representatives, agents, employees, and all
9 manufacturers, customers, distributors, wholesalers, retailers (including, but not limited
10 to, Lowe's) or any other person in the course of doing business involving the Covered
11 Products, and the successors and assigns of any of these who may manufacture, use,
12 maintain, distribute, market or sell Covered Products, with the requirements and standards
13 of Proposition 65. This Consent Judgment also is a full, final and binding resolution
14 between MATEEL and each Settling Defendant as to any other claims that could have
15 been asserted against any Settling Defendant or its respective affiliates, parent or
16 subsidiary corporations, divisions, successors, officers, directors, shareholders, attorneys,
17 representatives, agents, assigns, distributors, manufacturers, retailers (including, but not
18 limited to, Lowe's), or customers for failure to disclose the presence of lead (or lead
19 compounds) in or associated with use of the Covered Products.

20 **4.2** As to alleged exposures to any chemicals listed under Proposition 65
21 associated with the Covered Products, MATEEL, acting on behalf of itself, and its agents,
22 attorneys, representatives, successors and assigns, waives all rights to institute any form of
23 legal action, and releases all claims against each Settling Defendant and its parents,
24 subsidiaries, affiliates, predecessors, officers, directors, shareholders, attorneys,
25 representatives, agents, employees, and all customers, manufacturers, distributors,
26 wholesalers, retailers (including, but not limited to, Lowe's), or any other person in the
27 course of doing business involving the Covered Products, and the successors and assigns
28 of any of them, who may manufacture, use, maintain, distribute or sell the Covered

1 Products or components found in the Covered Products, including, but not limited to, any
2 claims regarding exposure to, and/or failure to warn with respect to, the Covered Products.
3 In furtherance of the foregoing, as to alleged violations of Proposition 65 for exposures to
4 any chemicals listed under Proposition 65 in the Covered Products, MATEEL hereby
5 waives any and all rights and benefits which it now has, or in the future may have
6 respecting the Covered Products, conferred upon it with respect to claims involving the
7 Covered Products by virtue of the provisions of Section 1542 of the California Civil Code,
8 which provides as follows:

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

17 MATEEL understands and acknowledges that the significance and consequence of
18 this waiver of California Civil Code Section 1542 is that even if MATEEL suffers future
19 damages or later discovers additional unknown claims arising out of, resulting from, or
20 related directly or indirectly to, in whole or in part, the Covered Products, including but
21 not limited to any exposure to, or failure to warn with respect to exposures to any
22 chemicals listed under Proposition 65 from the Covered Products, MATEEL will not be
23 able to make any claim for those damages (or any other claims) against any or all of the
24 Settling Defendants, or any of their respective parents, subsidiaries, affiliates,
25 predecessors, officers, directors, shareholders, representatives, attorneys, agents,
26 employees, and all customers, manufacturers, distributors, wholesalers, retailers
27 (including, but not limited to, Lowe's) or any other person in the course of doing business
28 involving the Covered Products, and the successors and assigns of any of them, who may
manufacture, use, maintain, distribute or sell the Covered Products. Furthermore,
MATEEL acknowledges that it intends these consequences for any such claims and any

1 other claims for violations of Proposition 65 which may exist as of the date of this release
2 but which MATEEL does not know exist, and which, if known, would materially affect its
3 decision to enter into this Consent Judgment, regardless of whether its lack of knowledge
4 is the result of ignorance, oversight, error, negligence, or any other cause.

5 **5. ENFORCEMENT OF JUDGMENT**

6 **5.1** The terms of this Consent Judgment shall be enforced exclusively by the
7 Parties hereto. Enforcement of the injunctive relief provided in Paragraph 7 against
8 BB&B shall be exclusively pursuant to the terms of Paragraph 5.

9 **5.2** With regard only to BB&B, at any time more than thirty (30) days after
10 entry of this Consent Judgment, MATEEL and/or its attorneys, agents, assigns, or any
11 other person acting in the public interest under Health & Safety Code § 25249.7(d), may
12 provide BB&B with a Notice of Violation, alleging that a Covered Product is alleged to
13 contain lead in excess of the warning exemption standard in paragraph 7.1 of this Consent
14 Judgment and/or does not comply with the applicable warnings requirement of this
15 Consent Judgment (“Noncompliant Covered Product”).

16 **5.2.1** With regard only to BB&B, a Notice of Violation may be based on a
17 “swipe” testing which MATEEL believes establishes that lead is present on the surface of
18 the Noncompliant Covered Product. The Notice of Violation shall identify the
19 Noncompliant Covered Product by name, description, SKU, UPC, and any other
20 identifying information available to MATEEL. MATEEL shall provide with the Notice
21 of Violation copies of all available purchase receipts, product tags, and labels, picture(s)
22 of the Noncompliant Covered Product and any test results showing lead level in excess of
23 the applicable reformulation standard, if any.

24 **5.2.2** With regard only to BB&B, within fifteen (15) business days of
25 receiving such Notice of Violation, BB&B shall provide notice to MATEEL of its election
26 to contest or not to contest the Notice of Violation. If BB&B elects not to contest the
27 Notice of Violation, it shall, within fifteen (15) business days after providing its notice of
28 election, either (a) stop sale of the Noncompliant Covered Product in California, or (b)

1 provide the Noncompliant Covered Product a warning that complies with this Consent
2 Judgment. If BB&B complies with this Section 5.2.2, it shall be deemed to be in
3 compliance with this Consent Judgment, there shall be no further actions taken related to
4 the Noncompliant Covered Product and Notice of Violation, and BB&B shall not be liable
5 for any remedies associated with the Noncompliant Covered Product or the Notice of
6 Violation.

7 **5.2.3** With regard only to BB&B, if BB&B wishes to contest the
8 allegations contained in the Notice of Violation, BB&B may provide with its notice of
9 election any evidence to MATEEL that in BB&B's judgment supports its position. In the
10 event that, upon a good faith review of the evidence, MATEEL agrees with BB&B's
11 position, it shall notify BB&B and no further action shall be taken. If MATEEL disagrees
12 with BB&B's position, MATEEL shall, within thirty (30) days, notify BB&B of such in
13 writing and provide BB&B, in writing, with the reasons for its disagreement. Thereafter,
14 MATEEL and BB&B shall meet and confer to attempt to resolve their dispute on
15 mutually acceptable terms.

16 **5.2.4** With regard only to BB&B, if either (a) there is no resolution of the
17 meet and confer process required under Section 5.2.3 within forty-five (45) days, (b)
18 BB&B fails to provide written notice of its election to correct or contest the violations
19 identified in a Notice of Violation within the fifteen (15) days provided under Section
20 5.2.2, or (c) BB&B fails to correct any uncontested violations identified in a Notice of
21 Violation within the thirty (30) days provided under Section 5.2.2, then MATEEL may
22 seek to enforce the terms and conditions contained in this Consent Judgment in the
23 Superior Court of the State of California, in and for the City and County of San Francisco,
24 or may initiate an enforcement action for new violations pursuant to Health and Safety
25 Code Section 25249.7(d)

26 **6. MODIFICATION OF JUDGMENT**

27 **6.1** Except as provided for in Paragraph 7.3(c), this Consent Judgment may be
28 modified only upon written agreement of the Parties and upon entry of a modified

1 Consent Judgment by the Court thereon, or upon motion of any Party as provided by law
2 and upon entry of a modified Consent Judgment by the Court.

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

4 **7.1** The brass components of the Covered Products shall be deemed to comply
5 with the requirements of Proposition 65 for lead and lead compounds, and be exempt from
6 any Proposition 65 warning requirements for lead and lead compounds if the brass that is
7 part of the Covered Products are made using a brass alloy that contains no intentionally
8 added lead and no contaminant (unintentional) lead at a concentration of no content by
9 weight of more than 0.03% (300 parts per million, or "300 ppm"). Each Settling
10 Defendant may comply with the above reformulation requirements by relying on
11 information obtained from its suppliers regarding the content of the brass alloy from
12 which the products are made, provided such reliance is in good faith. Although good faith
13 reliance may also be established by other means, MATEEL agrees that obtaining test
14 results showing that the lead content is no more than 0.03%, using a method of sufficient
15 sensitivity to establish a limit of quantification (as distinguished from detection) of less
16 than 300 ppm shall be deemed to establish good faith reliance for both aspects of the
17 reformulation requirement.

18 **7.2** Warnings as described in Section 7.3 below shall be given for Covered
19 Products that do not meet the warning exemption standard set forth in Section 7.1 of this
20 Consent Judgment. The warning requirements set forth in Section 7.3 shall apply only to
21 Covered Products that a Settling Defendant manufactures, distributes, markets, sells or
22 ships more than 90 days after the entry of this consent judgment by the Court for sale or
23 use inside the State of California.

24 **7.3** For Covered Products that do not meet the warning exemption standard set
25 forth in Section 7.1, by the end of 90 days from entry of this consent judgment each
26 Settling Defendant shall provide Proposition 65 warnings as follows:

27 **7.3.1 - Warning Language:** Each Settling Defendant shall provide one of
28 the following warning statements:

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

or

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

or (for Covered Peppermill Products only)

PROPOSITION 65 WARNING: Use of the following products will expose you to lead, a chemical known to the State of California to cause cancer, birth defects or other reproductive harm. *Wash hands after handling.* This warning pertains to the following items in your cart.

| Item Number | Description |
|-------------|-------------------|
| _____ | Brass Peppermills |

Bracketed language may be omitted at a Settling Defendant's option. A Settling Defendant may add additional listed chemicals to the warning unless the Attorney General advises that the inclusion of such additional chemicals would render the warning misleading or constitute an over warning. If the word "WARNING" is used, it shall be in bold, and may be preceded by the word "CALIFORNIA", "PROP 65", PROPOSITION 65 or "CALIFORNIA PROP 65" at the Settling Defendant's option provided such words are also in capital and in bold. In the first and second warnings identified above, the words "Wash your hands after handling this product" or "Wash hands after handling" may be replaced by "Wash hands after use", and in any case such words shall be underlined, in bold or italicized.

7.3.2 With regard only to BB&B, at BB&B's sole option, any Section 7.3.1 warning may be provided through either: (1) product labeling, in accordance with Section 7.3.3, or (2) point of sale warnings at any retail store, in accordance with Section 7.3.4.

1 With regard only to BB&B, for internet sales to Californians, Section 7.3.1 warnings shall
2 be given in accordance with Section 7.3.5.

3 **7.3.3 Product Labeling:** The Settling Defendants or each of them may
4 provide a warning by affixing it to or printing it on each Covered Product, its label,
5 package, or individual product container. The warning shall be at least the same size as
6 the largest of any other safety warnings, if any, on the product container. If printed on the
7 label itself, the warning shall be contained in the same section of the label or package that
8 contains other safety warnings, if any, concerning the use of the Covered Product or near
9 its displayed price and/or UPC code, and with such conspicuousness, as compared with
10 other words, statements, designs, or devices on the Covered Product, its label, package or
11 display as to render it likely to be read and understood by an ordinary individual at time of
12 purchase.

13 **7.3.4 Point of Sale Warnings:** With regard only to BB&B, BB&B may
14 provide a warning by posting signs at every retail outlet it owns or principally operates in
15 the State of California at which Covered Products are sold. The warning signs may be
16 displayed: (1) at each location in the store where the Covered products are displayed and
17 visible when the Covered Products are being viewed without the Covered Products being
18 moved; or (2) for stores with less than 7,500 square feet, adjacent to each check out
19 counter, sales register, cash stand, cash wrap or similar check out location in the store. All
20 warning signs must be displayed in such a manner that any potential purchaser would
21 reasonably be expected to see the warning and adequately distinguish between brass
22 products for which warnings are required and products which do not cause a lead
23 exposure.

24 **7.3.5 Internet Sales** With regard only to BB&B, for Covered Products that
25 are sold by BB&B by mail order or from the Internet to California residents, a Section
26 7.3.1 warning shall be included at BB&B, 's sole option, either: (1) on the website (if any)
27 pursuant to Section 7.3.5.1 or (b) with the Covered Product when it is shipped to an
28 address in California pursuant to Section 7.3.5.2. Any warning given on the website shall

1 identify the Covered Product to which the warning applies.

2 **7.3.5.1 Internet Web Sites.** With regard only to BB&B, the warning
3 text or link to a page containing the warning text, shall be displayed either (a) on the same
4 page on which a covered product is displayed, (b) on the same page as any order form for
5 a Covered Product, (c) on the same page as the price for any Covered Product, (d) on one
6 or more pages displayed to a purchaser over the Internet or electronic mail during the
7 checkout and order confirmation process for sale of a Covered Product or (e) in any
8 manner such that it is likely to be read and understood by an ordinary individual under
9 customary conditions of purchase of a Covered Product.

10 **7.3.5.2 Package Insert or Label.** With regard only to BB&B,
11 alternatively, a Section 7.3.1 warning may be provided with a Covered Product when it is
12 shipped directly to a consumer in California by (a) product labeling, in accordance with
13 Section 7.3.3, (b) inserting a card or slip measuring at least 4” by 6” in the shipping carton
14 or (c) including the warning on the packing slip or customer invoice identifying the
15 Covered Product and informing the customer that he or she may return the Covered
16 Product for a full refund within 30 days of receipt.

17 **7.4** MATEEL agrees to stipulate by written agreement to a modification of this
18 Consent Judgment if it agrees that the law has changed such that Proposition
19 65 warnings for lead or lead compounds are no longer required.

20 **7.5** If after the Effective Date, any Settling Defendant ships Covered Products to
21 a retailer or distributor outside of California that neither provides the
22 warnings specified in this paragraph nor meets the warning exemption
23 standard specified in paragraphs 7.1 through 7.3 of this Consent Judgment
24 (“Non-Conforming Covered Products”), and if the retailer or distributor then
25 offers those Non-Conforming Covered Products for sale in California, then
26 as to those Non-Conforming Covered Products, that retailer or distributor,
27 and their customers, are not released pursuant to Sections 4.1 and 4.2 above.

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8. AUTHORITY TO STIPULATE

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.

9. RETENTION OF JURISDICTION

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

10. ENTIRE AGREEMENT

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.

11. GOVERNING LAW

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

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12. NOTICES

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

To Plaintiff Mateel:
William Verick, Esq.
Klamath Env. Law Center
424 First Street
Eureka, CA 95501

To Defendant Bed Bath & Beyond, Inc.

Kenneth O. Bradley, Esq.
Vice President Litigation
Bed Bath & Beyond, Inc.
650 Liberty Avenue
Union, NJ 07083

With a copy to:

John E. Dittoe Esq.
Reed Smith LLP
101 Second Street Suite 1800
San Francisco CA 94105

To Defendant Richmond Engineering Company, Inc.
Cynthia G. Iliff, Esq.
P.O. Box 426
Poway CA 92074

With a copy to:

Daniel Wright
President
Richmond Engineering, Inc.
P.O. Box 426
Poway CA 92074

13. Each Settling Defendant is individually responsible for its own compliance

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with this Consent Judgment only, and bears no liability for any other Settling Defendant's compliance or non-compliance with the terms herein.

14. COMPLIANCE WITH HEALTH & SAFETY CODE SECTION 25249.7(F)

MATEEL agrees to comply with Health & Safety Code §25249.7(f)'s reporting form and approval requirements and as implemented by various regulations.

15. EXECUTION IN COUNTERPARTS

This Consent Judgment may be executed in counterparts and/or by facsimile, which taken together shall be deemed to constitute one original document.

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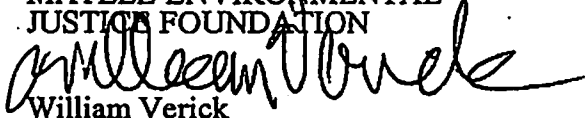
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16. COURT APPROVAL

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:

BED, BATH & BEYOND, INC.,

**By:
Its:**

DATED:

**RICHMOND ENGINEERING
COMPANY, INC.,**

**By: Daniel L. Wright
Its: President**

IT IS SO ORDERED, ADJUDGED AND DECREED:

DATED:

JUL - 8 2011

**PETER J. BUSCH
JUDGE OF THE SUPERIOR COURT**

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16. COURT APPROVAL

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IT IS SO STIPULATED:

DATED:

**MATEEL ENVIRONMENTAL
JUSTICE FOUNDATION**

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

DATED: 6-30-11

BED, BATH & BEYOND, INC.,

Kenneth O. Bradley
By: Kenneth O. Bradley
Its: Vice President - Litigation

DATED:

**RICHMOND ENGINEERING
COMPANY, INC.,**

By: Daniel L. Wright
Its: President

IT IS SO ORDERED, ADJUDGED AND DECREED:

DATED:

JUDGE OF THE SUPERIOR COURT

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16. 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: BED, BATH & BEYOND, INC.,

By:
Its:

DATED: RICHMOND ENGINEERING COMPANY, INC.


By: Daniel L. Wright
Its: President

IT IS SO ORDERED, ADJUDGED AND DECREED:

DATED: JUDGE OF THE SUPERIOR COURT