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Attorneys for Plaintiff
MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

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

MATEEL ENVIRONMENTAL
JUSTICE FOUNDATION,

Plaintiff,

v.

GROSS MECHANICAL LABORATORIES,
INC. et al.,

Defendants.

Case No. CGC-12-517923
~~PROPOSED~~
CONSENT JUDGMENT

(As to Amash Imports, Inc., and
Leland Limited, Inc.)

ENDORSED
FILED
San Francisco County Superior Court
DEC 21 2012
CLERK OF THE COURT
BY: ERICKA LARNAUTI
Deputy Clerk

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1.0 INTRODUCTION

1.1 On February 27, 2012, the MATEEL ENVIRONMENTAL JUSTICE FOUNDATION (“Mateel”) acting on behalf of itself and the general public, filed a First Amended Complaint for civil penalties and injunctive relief in San Francisco Superior Court, Case No. CGC-12-517923, against defendant Amash Imports, Inc. (“Amash”). The First Amended Complaint alleges, among other things, that Amash violated provisions of the Safe Drinking Water and Toxic Enforcement Act of 1986, Health and Safety Code Sections 25249.5, et seq. (“Proposition 65”). In particular, Mateel alleges that Amash knowingly and intentionally exposed persons to leaded brass connector products, including brass couplings, brass hose nozzles, brass quick connects, brass hose accessories such as valves and gauges (“Brass Hose Products”) that are made of or that include a component made of leaded brass, without first providing a clear and reasonable warning to such individuals. Lead and lead compounds are chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

1.2 On July 21, 2011, Mateel sent a Notice of Violation letter (“July 21, 2011 Notice Letter”) to Amash, the California Attorney General, all California District Attorneys, and all City Attorneys of every California city with populations exceeding 750,000.

1.3 On August 5, 2012, Mateel; acting on behalf of itself and the general public, filed a First Amended Complaint for civil penalties and injunctive relief in San Francisco Superior Court, Case No. CGC-11-512718, against settling defendant Leland Limited, Inc. (“Leland”). The First Amended Complaint in Case No., CGC-11-512718 alleges, among other things, that Leland, violated provisions of the Safe Drinking Water and Toxic Enforcement Act of 1986, Health and Safety Code Sections 25249.5, et seq. (“Proposition 65”). In particular, Mateel alleges that each Settling Defendant knowingly and intentionally exposed persons to lead and lead compounds, through the distribution and/or marketing within the State of California of beer taps, faucets and dispensing

1 equipment that contain lead (“Brass Beer Tap Products”) without first providing a clear
2 and reasonable warning to such individuals. Lead and lead compounds are chemicals
3 known to the State of California to cause cancer and birth defects or other reproductive
4 harm. As part of this Consent Judgment, Leland is deemed added as a defendant in this
5 action; the allegations as against Leland in Case No. CGC-12-512718 are deemed
6 included in this action; and plaintiff Mateel is directed upon entry of this Consent
7 Judgment it to file a dismissal of the action against Leland in Case No. CGC-11-512718.

8 **1.4** On May 19, 2011, Mateel sent a Notice of Violation letter (“May 19,
9 2011, Notice Letter”) to Leland, the California Attorney General, all California District
10 Attorneys, and all City Attorneys of every California city with populations exceeding
11 750,000. Leland and Amash may be referred to individually as Settling Defendant or
12 collectively as Settling Defendants.

13 **1.5** Each Settling Defendant is a business that employs ten or more persons
14 and manufactures, distributes or markets brass products within the State of California.
15 The Brass Beer Tap Products and Brass Hose Products are alleged to contain lead and/or
16 lead compounds. Lead and lead compounds are chemicals known to the State of
17 California to cause cancer and reproductive toxicity pursuant to Health and Safety Code
18 Section 25249.9. Under specified circumstances, businesses that use products containing
19 lead and/or lead compounds in the State of California are subject to the Proposition 65
20 warning requirement set forth in Health and Safety Code Section 25249.6. Plaintiff
21 Mateel alleges that Brass Hose Products are manufactured, distributed, and/or marketed
22 by Amash for use in California such that a warning is required under Proposition 65.
23 Plaintiff Mateel alleges that Brass Beer Tap Products are manufactured, distributed,
24 and/or marketed by Leland for use in California such that a warning is required under
25 Proposition 65.

26 **1.6** For purposes of this Consent Judgment, the term “Covered Brass Hose
27 Products” shall be defined as Brass Hose Products distributed or otherwise marketed by
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Amash, and set forth in the July 21, 2011, 60 Day Notice Letter and the term “Covered Brass Beer Tap Products” shall be defined as Brass Beer Tap Products distributed or otherwise marketed by Leland and set forth in the May 19, 2011, 60 Day Notice Letter.

1.7 For purposes of this Consent Judgment, the parties stipulate that this Court has jurisdiction over the allegations of violations contained in the Complaint and personal jurisdiction over each Settling Defendant as to the acts alleged as against Amash in the First Amended Complaint in Case No. CGC-12-517923, and as against Leland in the First Amended Complaint in Case No., CGC-11-512718, that venue is proper in the County of San Francisco and that this Court has jurisdiction to enter this Consent Judgment as a full settlement and resolution of the allegations contained in the Complaint and of all claims that were or could have been raised by any person or entity based in whole or in part, directly or indirectly, on the facts alleged therein or arising therefrom or related thereto.

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

2.0 SETTLEMENT PAYMENTS

2.1 In settlement of all of the claims referred to in this Consent Judgment, Amash shall pay an aggregate of \$12,000 (twelve thousand dollars) in total monetary relief. Of the foregoing, a total of \$1,000 (one thousand dollars) shall be paid in civil penalties, Mateel waives its right to receive twenty five percent (25%) of this payment, and, accordingly, the entire \$1,000 shall be paid to the Office of Environmental Health Hazard Assessment (OEHHA). A total of \$2,000 (two thousand dollars) shall be paid by

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Settling Defendant in lieu of, and as an offset for, a larger civil penalty. The amount shall be made payable to Ecological Rights Foundation.

2.2 In addition, a total amount of \$9,000 (nine thousand dollars) shall be paid by Amash, to the Klamath Environmental Law Center (“KELC”) as reimbursement for attorney’s fees and costs incurred by KELC on behalf of Plaintiff in investigating and prosecuting this matter and in negotiating this Consent Judgment on behalf of itself and in the public interest. The payments described in Paragraphs 2.1 and 2.2 above shall be made payable to the recipient, and delivered at least 5 court days prior to any hearing on a motion to approve this settlement, to counsel for Amash, and upon approval sent within one business day to William Verick, 424 First Street, Eureka, CA 95501. If payment has not been acknowledged as received by counsel for Amash, as provided in this paragraph, Plaintiff may withdraw any pending motion to approve the agreement and the agreement shall become null and void. If this Consent Judgment has not been approved and entered by the Court within 120 days of the execution of the agreement by the parties, the payments described above shall be promptly returned to Settling Defendant and the terms of this agreement shall be null and void.

2.3 In settlement of all of the claims referred to in this Consent Judgment, Leland shall pay an aggregate of \$12,000 (twelve thousand dollars) in total monetary relief. Of the foregoing, a total of \$1,000 (one thousand dollars) shall be paid in civil penalties, Mateel waives its right to receive twenty five percent (25%) of this payment, and, accordingly, the entire \$1,000 shall be paid to the Office of Environmental Health Hazard Assessment (OEHHA). A total of \$2,000 (two thousand dollars) shall be paid by Leland in lieu of, and as an offset for, a larger civil penalty. The amount shall be made payable to Ecological Rights Foundation.

2.4 In addition, a total amount of \$9,000 (nine thousand dollars) shall be paid by Leland, to the Klamath Environmental Law Center (“KELC”) as reimbursement for attorney’s fees and costs incurred by KELC on behalf of Plaintiff in investigating and

1 prosecuting this matter and in negotiating this Consent Judgment on behalf of itself and in
2 the public interest. The payments described in Paragraphs 2.3 and 2.4 above shall be
3 made payable to the recipient, and delivered at least 5 court days prior to any hearing on a
4 motion to approve this settlement, to legal counsel for Leland, and upon approval, sent
5 within one business day to William Verick, 424 First Street, Eureka, CA 95501. If
6 payment has not been acknowledged as received by counsel for Leland, as provided in
7 this paragraph, Plaintiff may withdraw any pending motion to approve the agreement and
8 the agreement shall become null and void. If this Consent Judgment has not been
9 approved and entered by the Court within 120 days of the execution of the agreement by
10 the parties, the payments described above shall be promptly returned to Settling
11 Defendant and the terms of this agreement shall be null and void.

12 **2.5** MEJF and KELC represent and warrant that recipients of the offset
13 payments are tax exempt, section 501(c)(3) non-profit organizations and that funds
14 distributed to these organizations pursuant to this Consent Judgment may only be spent to
15 reduce harm from toxic chemicals, or to increase consumer, worker and community
16 awareness of health hazards posed by lead and other toxic chemicals.

17 **2.6** Except as specifically provided for in this Consent Judgment, each side
18 shall bear its own costs and attorney's fees.

19 **3.0 ENTRY OF CONSENT JUDGMENT**

20 The parties hereby request that the Court promptly enter this Consent Judgment.
21 Upon entry of the Consent Judgment, Settling Defendants and Mateel waive their
22 respective rights to a hearing or trial on the allegations of the Complaints.

23 **4.0 MATTERS COVERED BY THIS CONSENT JUDGMENT**

24 **4.1** As to lead and lead compounds from Covered Brass Hose Products, this
25 Consent Judgment provides a full release of liability on behalf of the Public Interest to
26 Amash (as well as its past, present and future parents, subsidiaries affiliates, predecessors,
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1 successors, and assigns), as to all claims and matters raised in the July 21, 2011 60 Day
2 Notice Letter and related First Amended Complaint.

3 As to lead and lead compounds from Covered Brass Beer Tap Products, this
4 Consent Judgment provides a full release of liability on behalf of the Public Interest to
5 Leland, (as well as its past, present and future parents, subsidiaries affiliates, predecessors,
6 successors, and assigns), as to all claims and matters raised in the May 19, 2011, 60 Day
7 Notice Letter and related First Amended Complaint.

8 **4.2** As to alleged lead and lead compound exposures associated with Covered
9 Brass Hose Products or with Covered Beer Taps Products, Mateel, acting on behalf of
10 itself, and its agents, attorneys, representatives, successors and assigns, waives all rights to
11 institute or participate in, directly, or indirectly, any form of legal action, and releases all
12 claims as between Mateel and each Settling Defendant, including, without limitation, all
13 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations,
14 agreements, promises, royalties, accountings, damages, costs, fines, penalties, losses, or
15 expenses (including, but not limited to, investigation fees, expert fees, and attorney's fees)
16 of any nature whatsoever, whether known or unknown, fixed or contingent (collectively
17 "claims"), against each Settling Defendant and its parents, subsidiaries or affiliates,
18 predecessors, officers, directors, shareholders, attorneys, representatives, agents,
19 employees, and all customers, manufacturers, distributors, wholesalers, retailers, or any
20 other person in the course of doing business involving the Covered Brass Hose Products
21 or Covered Beer Taps Products, and the successors and assigns of any of them, who may
22 manufacture, use, maintain, distribute or sell the Covered Brass Hose Products or the
23 Covered Beer Tap Products, including, but not limited to, any claims regarding exposure
24 to, and/or failure to warn with respect to, the Covered Beer Tap Products or Covered
25 Brass Hose Products. In furtherance of the foregoing, Mateel on its own behalf hereby
26 waives any and all rights and benefits which it now has, or in the future may have
27 respecting the products, conferred upon it by virtue of the provisions of Section 1542 of
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1 the California Civil Code, which provides as follows:

2 “A GENERAL RELEASE DOES NOT EXTEND TO
3 CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR
4 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE
5 TIME OF EXECUTING THE RELEASE, WHICH IF
6 KNOWN BY HIM OR HER MUST HAVE MATERIALLY
7 AFFECTED HIS OR HER SETTLEMENT WITH THE
8 DEBTOR.”

9 Mateel understands and acknowledges that the significance and consequence of
10 this waiver of California Civil Code Section 1542 is that even if Mateel suffers future
11 damages arising out of or resulting from, or related directly or indirectly to, in whole or in
12 part, the Covered Beer Tap Products or Covered Brass Hose Products, including but not
13 limited to any exposure to, or failure to warn with respect to exposure to lead or lead
14 compounds, Mateel will not be able to make any claim for those damages against a
15 Settling Defendant, its parents, subsidiaries or affiliates, predecessors, officers, directors,
16 shareholders, representatives, attorneys, agents, employees, and all customers,
17 manufacturers, distributors, wholesalers, retailers or any other person in the course of
18 doing business involving the Covered Beer Tap Products or Covered Brass Hose
19 Products, and the successors and assigns of any of them, who may manufacture, use,
20 maintain, distribute or sell the products. Furthermore, Mateel acknowledges that it
21 intends these consequences for any such claims and any other claims which may exist as
22 of the date of this release but which Mateel does not know exist, and which, if known,
23 would materially affect its decision to enter into this Consent Judgment, regardless of
24 whether its lack of knowledge is the result of ignorance, oversight, error, negligence, or
25 any other cause.

26 **5.0 ENFORCEMENT OF JUDGMENT**

27 The terms of this Consent Judgment shall be enforced exclusively by the parties
28 hereto. The parties may, by noticed motion or order to show cause before the Superior
Court of San Francisco County, giving the notice required by law, enforce the terms and
conditions contained herein. The parties hereto agree that prior to any such enforcement

1 action, they will notify each other of any perceived violation of this Consent Judgment.
2 The parties further agree to take no enforcement action for 30 days after such notice is
3 given, in order to allow the parties to meet and confer in good faith in an effort to resolve
4 the alleged violation.

5 **6.0 MODIFICATION OF JUDGMENT**

6 Except as provided for in Paragraph 7.3(c), this Consent Judgment may be
7 modified only upon written agreement of the parties and upon entry of a modified Consent
8 Judgment by the Court thereon, or upon motion of any party as provided by law and upon
9 entry of a modified Consent Judgment by the Court.

10 **7.0 INJUNCTIVE RELIEF - REFORMULATION**

11 **7.1 Covered Brass Hose Products:**

12 Covered Brass Hose Products shall be deemed to comply with the warning
13 requirements of Proposition 65 for lead and lead compounds, and be exempt from any
14 Proposition 65 warning requirements for these listed chemicals if the brass that is part of
15 the Covered Brass Hose Product is made of an alloy which contains no intentionally
16 added lead and no lead content by weight of more than 0.03% (“300 parts per million,” or
17 “300 ppm”).

18 **7.2** Covered Brass Hose Products that do not meet the warning exemption
19 standard set forth in Sections 7.1 of this Consent Judgment shall be accompanied by a
20 warning as described in paragraph 7.3 below. The warning requirements set forth in
21 paragraph 7.3 shall apply only to products Amash manufactures, distributes, markets, sells
22 or ships after the Effective Date for sale or use inside the State of California.

23 **7.3** For Covered Brass Hose Products that do not meet the reformulation
24 requirements of Sections 7.1, Amash shall provide Proposition 65 warnings as follows:
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(a) Amash shall provide either of the following warning statements:

WARNING: [This product] or [The brass parts of this product] contain[s] lead, a chemical known to the State of California to cause [cancer,] birth defects or other reproductive harm. *Wash your hands after handling this product.*

or

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

Bracketed language may be omitted at Amash’s option. Amash 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. The word “WARNING” shall be in bold, and may be preceded by the word “CALIFORNIA”, “PROP 65”, or “CALIFORNIA PROP 65” at Amash’s option provided such words are also in bold. The words “Wash your hands after touching this product” or “Wash hands after handling” in either warning above may be replaced by “Wash hands after use” or “Please wash your hands after use”, and in any case such words shall be underlined, in bold or italicized.

Amash shall provide such warning on or attached to Covered Product or with the unit package of the Covered Products as packaged by Amash. Such warning shall be included with, affixed to or printed on each Covered Brass Hose Product or its label, package or container in the same section that states other safety warnings, if any, concerning the use of the product or near the product brand name, or displayed price and/or UPC code, in a manner reasonably calculated to be seen by an ordinary individual.

1 (b) If after the Effective Date, Amash ships Covered Products to a
2 retailer or distributor outside of California that neither provides the warnings
3 specified in this paragraph nor meets the Reformulation Standard specified
4 in paragraph of this Consent Judgment (“Non-Conforming Covered
5 Products”), and if the retailer or distributor then offers those Non-
6 Conforming Covered Brass Hose Products for sale in California, then as to
7 those Non-Conforming Covered Brass Hose Products, that retailer or
8 distributor, and their customers, are not released pursuant to Sections 4.1
9 and 4.2 above.

10 (c) Except as provided in paragraphs 4.1 and 4.2 hereof for Covered
11 Brass Hose Products manufactured or distributed prior to the Effective Date,
12 nothing in this Consent Judgment shall create a limitation on a Proposition
13 65 enforcement action based on future conduct if such future conduct is not
14 in compliance with the injunctive terms of this Consent Judgment.

15 **7.4 Covered Beer Tap Products:**

16 Covered Beer Tap Products shall be deemed to comply with the warning
17 requirements of Proposition 65 for lead and lead compounds, and be exempt from any
18 Proposition 65 warning requirements for these listed chemicals if the Covered Beer Tap
19 product meets the Reformulation Standard of paragraph 7.6.1, or both the Reformulation
20 Standard of paragraph 7.6.2 and the Warning specification of paragraph 7.7. The
21 requirements set forth in paragraph 7.6.1 and 7.6.2 shall apply only to products Leland
22 manufactures, distributes, markets, sells or ships after the Effective Date for sale or use
23 inside the State of California.

24 **7.5 Testing Protocol**

25 **7.5.1.** For purposes of determining whether a Covered Beer Tap Product
26 meets this Consent Judgment’s Reformulation Standards, the following protocol is to be
27 used. Three units of the Covered Beer Tap Product shall be selected to be tested using
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1 any generally accepted random sampling method such as International Standards
2 Organization 2589-1 (1989).

3 **7.5.2.** The Exposure Solution referred to below shall be a laboratory
4 standard 4 percent acetic acid solution.

5 **7.5.3.** Prior to its use in any test of a Covered Beer Tap Product, the
6 Exposure Solution shall be analyzed for lead, using the method of analysis (with a
7 detection limit of 0.5 micrograms of lead per liter of solution) used in the test of the
8 Covered Beer Tap Product under paragraph 7.5.7. The analysis shall be conducted using
9 a sample of the size set forth in paragraph 7.5.5 and by dispensing the Exposure Solution
10 into a container of the type set forth in such paragraph. The result shall be the Sample
11 Blank Level.

12 **7.5.4.** The Covered Beer Tap Product to be tested will be washed in potable
13 water containing dishwashing detergent, rinsed and dried and will be sanitized before use
14 with a commercial sanitizing solution per the manufacturer's instructions. If the Covered
15 Beer Tap Product is an unattached faucet, the Covered Beer Tap Product will be attached
16 to a "test vessel" designed to accept the Covered Product in a manner similar to a retail
17 version of vessel that incorporates the Covered Product and which has also been washed
18 and sanitized. The test vessel shall have a lid that will reduce evaporation of the Exposure
19 Solution during subsequent steps, shall be of a size to contain a minimum of 3 liters of
20 Exposure Solution, and manufactured from a material (such as 300 series stainless steel)
21 that will not leach lead into the Exposure Solution during the testing. Notwithstanding the
22 foregoing, any lead that does leach from the test vessel shall be added to any lead in the
23 Sample Blank Level and considered to be a part thereof. If the Covered Product includes
24 a vessel, which contains an external spigot, the vessel it shall be filled to a minimum of 3
25 liters or its full capacity, whichever is less.

26 **7.5.5.** The Covered Beer Tap Product, or if the Covered Product is an
27 unattached faucet, the test vessel with the Covered Product faucet attached shall be filled

1 with the 3 liters of Exposure Solution. Approximately 250 milliliters of the Exposure
2 Solution shall be dispensed by opening the valve of the faucet and then closing the valve,
3 and discarded. The Exposure Solution shall be held in the test vessel or Covered Beer
4 Tapp Product for a period of 4 hours, during which time no Exposure Solution is to be
5 dispensed and no ingredients or contaminants or other Exposure Solution are to be added.
6 After the 4 hours, 355 milliliters (12 ounces) are to be dispensed (drawn) through the
7 faucet by opening the valve. The sample is to be dispensed into a clean PTFE,
8 polyethylene or HDPE container with an air-tight lid containing an appropriate
9 preservative, if any.

10 **7.5.6.** An additional sample of 355 milliliters (12 ounces) is to be dispensed
11 after 1/2 hour and a third is to be dispensed after an additional 1/2 hour.

12 **7.5.7.** Each Exposure Solution sample shall be analyzed for lead using a
13 method of analysis which has a detection limit of 0.5 micrograms per liter (0.5 ug/L) or
14 less. The concentration level for the unit of the Covered Beer Tap Product shall be the
15 level of lead that results from the analysis of the sample, minus the Sample Blank Level.

16 **7.5.8.** A total of 3 units of the Covered Beer Tap Product shall be tested,
17 unless the mean concentration for any single tested unit of a Covered Beer Tap Product is
18 more than 2 times greater or less than the mean of the other two units of the Covered
19 Product, in which case, a fourth unit shall be tested.

20 **7.5.9.** The average concentration level of lead in the samples dispensed and
21 analyzed shall be calculated. The result shall be the Lead Concentration Level for the
22 Covered Beer Tap Product. This level shall apply to all Covered Beer Tap Products
23 which are manufactured to the same specifications using the same materials as those
24 tested.

25 **7.6** Reformulation Standards.

26 **7.6.1** Any Covered Beer Tap Product for which the Lead Concentration
27 Level (outcome of test protocol of 3.2) is less than or equal to 1.5 micrograms per liter
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1 may be shipped for sale in California with no warnings.

2 **7.6.2** Any Covered Beer Tap Product for which the Lead Concentration
3 Level (outcome of test protocol of 7.5) is greater than 1.5 micrograms per liter but less
4 than 50 micrograms per liter may be shipped for sale in California if the warnings of 7.7
5 are provided.

6 **7.6.3** Any Covered Beer Tap Product for which the Lead Concentration
7 Level (outcome of test protocol of 7.5.2) is greater than 50 micrograms per liter may not
8 be shipped for sale in California.

9 **7.7** Warnings

10 **7.7.1** Any warning provided pursuant to 7.6.2 above, shall meet the
11 following specifications.

12 **7.7.2** The warning will be affixed to the packaging or labeling of each unit
13 of the Covered Beer Tap Product.

14 **7.7.3** The warning shall state:

15 **WARNING:** Consuming beverages that have been served from this
16 dispenser will expose you to lead, a chemical known to the State of
17 California to cause birth defects and other reproductive harm.

18
19 The word “WARNING” must be capitalized and be in bold. The warning must either be
20 on the front or top of the packaging of the Covered Product. Warning labels transmitted
21 to Mateel on November 19, 2012 are deemed adequate.

22 **7.7.4** For any entity that sells beverages dispensed from a Covered Product
23 that meets the standard of paragraph 7.6.2, if that entity provides a warning to the
24 consumer purchasing the beverage that is substantially similar to that specified in
25 paragraph 7.7.3, that entity shall be deemed to be in compliance with the warning
26 requirements of Health and Safety Code Section 25249.6 et seq.

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8.0 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.

9.0 RETENTION OF JURISDICTION

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

10.0 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.

11.0 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.

12.0 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:

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

To Amash Imports, Inc.:
John Amash
Vice President
Michigan Industrial Tools
3707 Roger B. Chaffee Dr. SE
Grand Rapids, MI 49548

To Leland Limited, Inc.:
Dawn Ratika
Vice President
Leland Ltd, Inc.
PO Box 466
South Plainfield, NJ 07080

With a copy to:
William Tarantino, Esq.
Morrison & Foerster, LLP
425 Market Street, 32nd Floor
San Francisco, CA 94105

With a copy to:
William Tarantino, Esq.
Morrison & Foerster, LLP
425 Market Street, 32nd Floor
San Francisco, CA 94105

13. 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.

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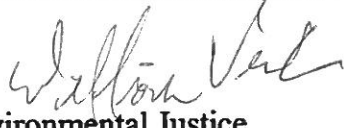
13. COURT APPROVAL

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:

AMASH IMPORTS, INC.,

By:
Its:

DATED:

LELAND LIMITED, INC.,

By:
Its:

IT IS SO ORDERED, ADJUDGED AND DECREED:

DATED:

JUDGE OF THE SUPERIOR COURT

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IT IS SO STIPULATED:

DATED:

MATEEL ENVIRONMENTAL JUSTICE
FOUNDATION

By: _____
William Verick
CEO Mateel Environmental Justice
Foundation, Klamath Environmental Law
Center

DATED:

AMASH IMPORTS, INC.,

Dec 14-12

By: allan h. [signature]
Its: President

DATED:

LELAND LIMITED, INC.,

By: _____
Its: _____

IT IS SO ORDERED, ADJUDGED AND DECREED:

DATED:

DEC 21 2012

Lynn O'Malley Taylor
JUDGE OF THE SUPERIOR COURT

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IT IS SO STIPULATED:

DATED:

MATEEL ENVIRONMENTAL JUSTICE
FOUNDATION

By: _____

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

DATED:

AMASH IMPORTS, INC.,

By: _____

Its: _____

DATED: 12/13/12

LELAND LIMITED, INC.,

By: _____

Dina Zulueta

Its: _____

Assistant VP

IT IS SO ORDERED, ADJUDGED AND DECREED:

DATED:

JUDGE OF THE SUPERIOR COURT