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CENTER FOR ENVIRONMENTAL HEALTH

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH, a non-profit corporation,

Plaintiff,

v.

BRITAX CHILD SAFETY, INC., *et al.*,

Defendants.

For Entry in Case No. RG-13683725

~~[PROPOSED]~~ CONSENT JUDGMENT RE: CONTOUR PRODUCTS, INC.

1. INTRODUCTION

1.1. This Consent Judgment is entered into by Plaintiff Center for Environmental Health, a non-profit corporation ("CEH"), and Defendant Contour Products, Inc. ("Settling Defendant") to settle certain claims asserted by CEH against Settling Defendant as set forth in the operative Complaint in the matter *Center for Environmental Health v. Britax Child Safety, Inc., et al.*, Alameda County Superior Court Case No. RG-13683725 (the "Action"). CEH and Settling Defendant are referred to collectively as the "Parties."

1.2. On March 1, 2013, CEH served a "Notice of Violation" (the "First Notice") relating to the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") on Settling Defendant, the California Attorney General, the District Attorneys of every County in the State of California, and the City Attorneys for every City in State of California with a population greater than 750,000. The First Notice alleges violations of Proposition 65 with respect to the presence of tris (1,3-dichloro-2-propyl) phosphate ("TDCPP") in foam-cushioned upholstered furniture manufactured, distributed, and/or sold by Defendant.

1.3. On November 6, 2013, CEH served a second "Notice of Violation" (the "Second Notice") relating to Proposition 65 on Settling Defendant, the California Attorney General, the District Attorneys of every County in the State of California, and the City Attorneys for every City in State of California with a population greater than 750,000. The Second Notice alleges violations of Proposition 65 with respect to the presence of TDCPP in foam-cushioned mattress toppers manufactured, distributed, and/or sold by Defendant. The First and Second Notices are referred to collectively as the "Notices."

1.4. Settling Defendant is a corporation that employs ten (10) or more persons and that manufactures, distributes, and/or sells Covered Products (as defined herein) in the State of California.

1.5. For purposes of this Consent Judgment only, the Parties stipulate that: (i) this Court has jurisdiction over the allegations of violations contained in the Notices and Complaint and personal jurisdiction over Settling Defendant as to the acts alleged in the Complaint; (ii)

venue is proper in the County of Alameda; and (iii) this Court has jurisdiction to enter this Consent Judgment as a full and final resolution of all claims which were or could have been raised in the Complaint based on the facts alleged in the Notices and Complaint with respect to Covered Products manufactured, distributed, and/or sold by Settling Defendant.

1.6. The Parties enter into this Consent Judgment as a full and final settlement of all claims that were or could have been raised in the Complaint arising out of the facts or conduct related to Settling Defendant alleged therein. By execution of this Consent Judgment and agreeing to comply with its terms, the Parties do not admit any fact, conclusion of law, or violation of law, nor shall compliance with the Consent Judgment constitute or be construed as an admission by the Parties of any fact, conclusion of law, or violation of law. Settling Defendant denies the material, factual, and legal allegations in the Notices and Complaint and expressly deny any wrongdoing whatsoever. Except as specifically provided herein, nothing in this Consent Judgment shall prejudice, waive, or impair any right, remedy, argument, or defense any Party may have in this or any other pending or future legal proceedings. This Consent Judgment is the product of negotiation and compromise and is accepted by the Parties solely for purposes of settling, compromising, and resolving issues disputed in this Action.

2. DEFINITIONS

2.1. "Category 1 Covered Product" means a Covered Product that is not subject to the flame retardance requirements of 4 Cal. Code Regs. §§ 1370 and 1374 and TB 117, including strollers, infant carriers, nap mats, and gym pads, or otherwise covered in the definition of a "Category 2 Covered Product" below. Category 1 Covered Products include Covered Products subject to the United States Consumer Product Safety Commission, 16 C.F.R. Part 1633 ("CPSC Mattress Standard"), as defined in 16 C.F.R. § 1633.2, including but not limited to mattresses, upholstered furniture that contains a mattress, and travel beds.

2.2. "Category 2 Covered Product" means a Covered Product that is subject to the flame retardance requirements of 4 Cal. Code Regs. §§ 1370 and 1374 and TB 117, including but

not limited to upholstered furniture and juvenile products other than those delineated in Category 1 Covered Products above.

2.3. "Chemical Flame Retardant" means halogenated or phosphorous-based chemical compounds used for the purpose of resisting or retarding the spread of fire. "Chemical Flame Retardant" does not include any chemical that has been rated as a Benchmark 4 chemical pursuant to Clean Production Action's GreenScreen (http://www.cleanproduction.org/Green.Greenscreen.php).

2.4. "Covered Products" means foam-cushioned upholstered furniture and foam-cushioned mattress toppers manufactured, distributed, and/or sold by Defendant in California.

2.5. "Effective Date" means the date on which the Court enters this Consent Judgment.

2.6. "Listed Chemical Flame Retardants" means Tris(1,3-dichloro-2-propyl) phosphate ("TDCPP"), Tris(2-chloroethyl) phosphate ("TCEP"), and Tris(2,3-dibromopropyl)phosphate ("TDBPP").

2.7. "Manufacture Date" means the date the Covered Product was manufactured and as may be indicated on a tag attached to the Covered Product.

2.8. "TB 117" means Technical Bulletin No. 117, entitled "Requirements, Test Procedures and Apparatus for Testing the Flame Retardance of Filling Materials Used in Upholstered Furniture," dated March 2000.

2.9. "TB 117-2013" means the proposed Technical Bulletin 117-2013, entitled "Requirements, Test Procedures and Apparatus for Testing the Smolder Resistance of Materials Used in Upholstered Furniture," released for review and public comment on February 8, 2013, re-released on **August 19, 2013** by the California Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation.

2.10. "TB 117-2013 Effective Date" means the date on which filling materials and cover fabrics in upholstered furniture are required to meet the fire retardant requirements in TB

117-2013 pursuant to the proposed amendments to Section 1374 of Article 2 of Title 4 of the California Code of Regulations.

2.11. "Treated" means the intentional addition or application of any Chemical Flame Retardant to any polyurethane foam, cushioning, or padding used as filling material in any Covered Product.

2.12. "Untreated Foam" means polyurethane foam that has not been Treated with any Chemical Flame Retardant.

3. INJUNCTIVE RELIEF

3.1. **Reformulation of Covered Products.** Settling Defendant shall comply with the following requirements to reformulate the Covered Products so as to reduce or eliminate exposures to Chemical Flame Retardants arising from the use of the Covered Products:

3.1.1. **Listed Chemical Flame Retardants – All Covered Products.** As of the Effective Date, Settling Defendant shall not distribute, sell, or offer for sale in California any Covered Product that has been Treated with any Listed Chemical Flame Retardant and which has a Manufacture Date that is on or later than the Effective Date.

3.1.1.1. To ensure compliance with the reformulation provisions of this Section, Settling Defendant shall directly or through its supply chain issue specifications to its suppliers of polyurethane foam, cushioning, or padding used as filling material in any Covered Product requiring that such components have not been Treated with Listed Chemical Flame Retardants in accordance with the requirements of this Section 3.1.1. Settling Defendant shall obtain and maintain written certification(s) from its suppliers of polyurethane foam, cushioning, or padding confirming that all such foam received by Settling Defendant for distribution in California has not been Treated with Listed Chemical Flame Retardants. Settling Defendant shall not be deemed in violation of the requirements of Section 3.1.1 for any Covered Product to the extent: (a) it has relied on a written certification from its vendor that supplied a Covered Product or the polyurethane foam, cushioning, or padding used as filling material in the Covered Product that such Covered Product, foam, cushioning or padding is made with only Untreated Foam,

and/or, if such certification is not relied on or has previously been demonstrated to be invalid, (b) it has obtained a test result from an independent third party certified laboratory reporting that the Covered Product's polyurethane foam, cushioning, or padding used as filling material has been made with no Listed Chemical Flame Retardants.

3.1.2. **Interim Compliance – All Covered Products.**

3.1.2.1. Any Covered Product with a Manufacture Date that is earlier than the Effective Date and that has been Treated with a Listed Chemical Flame Retardant and which is distributed or sold by Settling Defendant in California after the Effective Date shall be accompanied by a Clear and Reasonable Warning that complies with Section 3.1.3.

3.1.2.2. For any Covered Product described in Section 3.1.2.1 that Settling Defendant sold to a retailer after October 31, 2011 and for which Settling Defendant does not have actual knowledge that (i) the retailer is no longer holding such Covered Product in inventory for sale in California, or (ii) a Proposition 65 warning is already affixed to the Covered Product or is otherwise being provided by the retailer, Settling Defendant shall either send to the retailer warning materials that comply with Section 3.1.3 for such Covered Products or direct the retailer to discontinue sale of the Covered Product in California.

3.1.3. **Proposition 65 Warnings.** A Clear and Reasonable Warning under this Consent Judgment shall state:

> WARNING: This product contains "TDCPP" [and/or TCEP and/or TDCPP], a chemical[s] known to the State of California to cause cancer.[1]

[1] The regulatory safe harbor warning language specified in 27 CCR § 25603.2 may also be used if Settling Defendant had begun to use it, prior to the Effective Date. Should Settling Defendant seek to use alternative warning language, other than the language specified above or the safe harbor warning specified in 27 CCR § 25603.2, or seek to use an alternate method of transmission of the warning, it must obtain the Court's approval of its proposed alternative and provide all Parties and the Office of the Attorney General with timely notice and the opportunity to comment or object before the Court acts on the request. In the event that Settling Defendant's application for Court approval of an alternative warning is contested by CEH, the prevailing party shall be entitled to its reasonable attorneys' fees associated with opposing or responding to the opposition to the application. No fees shall be recoverable for the initial application seeking an alternative warning.

The warning statement shall not be preceded by, surrounded by, or include any additional words or phrases that contradict, obfuscate, or otherwise undermine the warning. The warning statement shall be prominently displayed on the Covered Product or the packaging of the Covered Product with such conspicuousness, as compared with other words, statements, or designs as to render it likely to be read and understood by an ordinary individual prior to sale. Should Settling Defendant offer the non-reformulated Covered Products for retail sale in a brick and mortar store it operates within the State of California, Settling Defendant may alternatively provide the warning statement on a sign placed proximately to the Covered Products for which the warning statement is being given that indicates the specific Covered Products for which the warning is given. For internet, catalog, or any other sale where the consumer is not physically present and cannot see a warning displayed on the Covered Product or the packaging of the Covered Product prior to purchase and payment, the warning statement shall be displayed in such a manner that it is likely to be read and understood prior to the authorization of or actual payment.

4. OPTIONAL AGREEMENT TO USE UNTREATED FOAM.

In order for Settling Defendant to be eligible for the settlement payment waiver referred to herein as the "Use of Untreated Foam Payment Waiver" and set forth in Sections 5.1.1.1 and 5.1.2.1, Settling Defendant may elect to undertake the additional actions to reduce or eliminate the use of Chemical Flame Retardants set forth below. Should Settling Defendant elect to obtain a payment waiver pursuant to this section, it must certify its compliance with subsections 4.1 and 4.2 as applicable within 30 days following the reformulation deadline set forth in those subsections by written notice to CEH.

4.1. **Category 1 Covered Products.** No later than 180 days after the Effective Date, Settling Defendant shall not manufacture or cause to be manufactured for sale in California any Category 1 Covered Product that has been Treated with any Chemical Flame Retardant.

4.2. **Category 2 Covered Products.** As of the TB117-2013 Effective Date, Settling Defendant shall not manufacture or cause to be manufactured for sale in California any Category 2 Covered Product that has been Treated with any Chemical Flame Retardant.

4.3. **Specification To and Certification From Suppliers.** To ensure that the provisions of this Section 4 are adequately addressed, if Settling Defendant opts for additional reformulation, it shall directly or through its supply chain issue specifications to its suppliers of polyurethane foam, cushioning, or padding used as filling material in any Covered Product requiring that such components shall use only Untreated Foam. Settling Defendant shall not be deemed in violation of the requirements of this Section 4 for any Covered Product to the extent: (a) it has relied on a written certification from its vendor that supplied a Covered Product or the polyurethane foam, cushioning, or padding used as filling material in the Covered Product that such Covered Product, foam, cushioning or padding is made with only Untreated Foam, and/or (b) has obtained a test result from a certified laboratory reporting that the Covered Product's polyurethane foam, cushioning, or padding used as filling material has been made with Untreated Foam. Settling Defendant shall obtain and maintain written certification(s) from its suppliers of polyurethane foam, cushioning, or padding confirming that all such foam received by Settling Defendant for distribution in California is Untreated Foam.

5. PENALTIES AND PAYMENT

5.1. Within fifteen (15) days of entry of the Effective Date, Settling Defendant shall pay to CEH the total sum of $35,000 dollars, which shall be allocated as follows:

5.1.1. Settling Defendant shall pay $3,850 as a Civil Penalty pursuant to Cal. Health & Safety Code § 25249.7(b), such money to be apportioned by CEH in accordance with Cal. Health & Safety Code § 25249.12.

5.1.1.1. **Use of Untreated Foam Payment Waiver.** Settling Defendant shall pay an additional Civil Penalty in the amount of $3,000 for each of Category 1 and Category 2 Covered Products, unless Settling Defendant provides timely certification of its additional injunctive relief as described in Section 4. Such additional Civil Penalty payment shall be paid no later than 30 days following the date on which its certification was due under Section 4. Should Settling Defendant seek the Untreated Foam Payment Waiver with respect to both Category 1 and Category 2 Covered Products, and comply with the requirements of Section

4, the entire additional Civil Penalty amount of $6,000 shall be waived. Should Settling Defendant seek the Untreated Foam Payment Waiver with respect to only one Category of Covered Products, and comply with the pertinent requirements of Section 4, an additional Civil Penalty amount of $3,000 shall be waived.

5.1.2. Settling Defendant shall also pay $5,250 as a Payment in Lieu of Civil Penalty pursuant to Cal. Health & Safety Code § 25249.7(b) and 11 C.C.R. § 3202(b). CEH will use such funds to continue its work of educating and protecting the public from exposures to toxic chemicals, including Chemical Flame Retardants. CEH may also use a portion of such funds to monitor compliance with this Consent Judgment and to purchase and test Settling Defendant's products to confirm compliance. In addition, as part of its Community Environmental Action and Justice Fund, CEH will use four percent (4%) of such funds to award grants to grassroots environmental justice groups working to educate and protect the public from exposures to toxic chemicals. The method of selection of such groups can be found at the CEH website at www.ceh.org/justicefund.

5.1.2.1. **Use of Untreated Foam Payment Waiver.** Settling Defendant shall pay an additional Payment in Lieu of Civil Penalty in the amount of $4,500 for each of Category 1 and Category 2 Covered Products, unless Settling Defendant provides timely certification of its additional injunctive relief as described in Section 4. Such additional Payment in Lieu of Civil Penalty shall be paid within 30 days following the date on which its certification is due under Section 4. Should Settling Defendant seek the Untreated Foam Payment Waiver with respect to both Category 1 and Category 2 Covered Products, and comply with the requirements of Section 4, the entire additional Payment in Lieu of Civil Penalty amount of $9,000 shall be waived. Should Settling Defendant seek the Untreated Foam Payment Waiver with respect to only one Category of Covered Products, and comply with the pertinent requirements of Section 4, an additional Payment in Lieu of Civil Penalty amount of $4,500 shall be waived.

5.1.3. Settling Defendant shall pay $25,900 as a reimbursement of CEH's reasonable Attorney's Fees and Costs.

5.2. Any checks for the Civil Penalty and Payment in Lieu of Civil Penalty shall be separate and made out to Center For Environmental Health and delivered to the attention of Rick Franco at the address set forth in Section 9.1.2. The check for Attorneys' Fees and Costs shall be made out separately to the Lexington Law Group and delivered to the attention of Mark Todzo at the address set forth in Section 9.1.2.

6. ENFORCEMENT OF CONSENT JUDGMENT

6.1. Any Party may, by motion or application for an order to show cause before the Superior Court of Alameda County, enforce the terms and conditions contained in this Consent Judgment. Prior to bringing any motion or application to enforce the requirements of Sections 3 or 4 above, CEH shall provide Settling Defendant with a Notice of Violation and a copy of any test results which purportedly support CEH's Notice of Violation. Those Parties shall then meet and confer regarding the basis for CEH's anticipated motion or application in an attempt to resolve it informally, including providing Settling Defendant a reasonable opportunity of at least thirty (30) days to cure any alleged violation. Should such attempts at informal resolution fail, CEH may file its enforcement motion or application. The prevailing party on any motion to enforce this Consent Judgment shall be entitled to its reasonable attorney's fees and costs incurred as a result of such motion or application. This Consent Judgment may only be enforced by the Parties.

7. MODIFICATION OF CONSENT JUDGMENT

7.1. This Consent Judgment may only be modified by written agreement of CEH and Settling Defendant, or upon motion of CEH or Settling Defendant as provided by law, provided that any Party seeking to modify this Consent Judgment shall attempt in good faith to meet and confer with all affected Parties at least 30 days prior to filing such motion.

8. CLAIMS COVERED AND RELEASE

8.1. This Consent Judgment is a full, final, and binding resolution between CEH on

behalf of itself and the public interest and Settling Defendant and Settling Defendant's parents, officers, directors, employees, attorneys, shareholders, divisions, subdivisions, subsidiaries, partners, affiliated companies, and their successors and assigns ("Defendant Releasees") and all entities to whom they directly or indirectly distribute or sell Covered Products including, but not limited to, distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees ("Downstream Defendant Releasees") of all claims alleged in the Complaint in this Action arising from any violation of Proposition 65 that have been or could have been asserted in the public interest against Settling Defendant, Defendant Releasees, and Downstream Defendant Releasees, regarding the failure to warn about exposure to TDCPP in the Covered Products manufactured, distributed, or sold by Settling Defendant, Defendant Releasees, and Downstream Defendant Releasees prior to the Effective Date.

8.2. Compliance with the terms of this Consent Judgment by Settling Defendam shall constitute compliance with Proposition 65 with respect to Listed Chemical Flame Retardants in Settling Defendant's Covered Products manufactured, distributed, or sold after the Effective Date.

9. PROVISION OF NOTICE

9.1. When any Party is entitled to receive any notice under this Consent Judgment, the notice shall be sent by first class and electronic mail as follows:

9.1.1. **Notices to Settling Defendant.** The persons for Settling Defendant to receive notices pursuant to this Consent Judgment shall be:

Mr. Scott Davis
President
Contour Products, Inc.
4740-A Dwight Evans Road
Charlotte, NC 28217
sdavis@contourliving.com

9.1.2. **Notices to Plaintiff.** The persons for CEH to receive notices pursuant to this Consent Judgment shall be:

Rick Franco
Center for Environmental Health

2201 Broadway, Suite 302
Oakland, California 94612
rick@ceh.org

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

9.2. Any Party may modify the person and address to whom the notice is to be sent by sending the other Parties notice by first class and electronic mail.

10. COURT APPROVAL

10.1. This Consent Judgment shall become effective on the Effective Date, provided, however, that CEH shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant shall in good faith support approval of such Motion.

10.2. If this Consent Judgment is not entered by the Court, it shall be of no force or effect and shall not be introduced into evidence or otherwise used in any proceeding for any purpose.

11. GOVERNING LAW AND CONSTRUCTION

11.1. The terms and obligations arising from this Consent Judgment shall be construed and enforced in accordance with the laws of the State of California.

12. ENTIRE AGREEMENT

12.1. 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, or understandings related thereto, if any, are hereby merged herein and therein.

12.2. There are no warranties, representations, or other agreements between the Parties except as expressly set forth herein. No representations, oral or otherwise, express or implied, other than those specifically referred to in this Consent Judgment have been made by any Party hereto.

12.3. No other agreements not specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto only to the extent that they are expressly incorporated herein.

12.4. No supplementation, modification, waiver, or termination of this Consent Judgment shall be binding unless executed in writing by the Party to be bound thereby.

12.5. No waiver of any of the provisions of this Consent Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof whether or not similar, nor shall such waiver constitute a continuing waiver.

13. RETENTION OF JURISDICTION

13.1. This Court shall retain jurisdiction of this matter to implement, enforce, or modify the Consent Judgment.

14. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT

14.1. Each signatory to this Consent Judgment certifies that he or she is fully authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into and execute the Consent Judgment on behalf of the Party represented and to legally bind that Party.

15. NO EFFECT ON OTHER SETTLEMENTS

15.1. Nothing in this Consent Judgment shall preclude CEH from resolving any claim against another entity on terms that are different from those contained in this Consent Judgment. Nothing in this Consent Judgment shall release, or in any way affect any rights that Settling Defendant might have against any other party.

16. EXECUTION IN COUNTERPARTS

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

IT IS SO STIPULATED:

Dated: Nov 25, 2013

CENTER FOR ENVIRONMENTAL HEALTH

Charlie Pizarro
Executive Director

Dated: Nov. 21, 2013

CONTOUR PRODUCTS, INC.

E. SCOTT DAVIS
Printed Name

PRESIDENT
Title

IT IS SO ORDERED, ADJUDGED, AND DECREED:

Dated: Jan 24 2014, 2013

GEORGE C. HERNANDEZ, JR

Judge of the Superior Court of the State of California, County of Alameda

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH, a non-profit corporation,

Plaintiff,

v.

A BABY, INC., *et al.*,

Defendants.

CENTER FOR ENVIRONMENTAL HEALTH, a non-profit corporation,

Plaintiff,

v.

BRITAX CHILD SAFETY, INC., *et al.*,

Defendants.

Case Nos. RG 13-667688 and RG-13683725

~~[PROPOSED]~~ ORDER GRANTING PLAINTIFF'S MOTION FOR COURT APPROVAL AND ENTRY OF CONSENT JUDGMENTS

(Health & Safety Code § 25249.7(f))

Date: January ~~10~~ 24, 2014
Time: 9:00 a.m.
Dept.: Dept. 17
Reservation Number: 1462479
1462481

Action Filed: February 15, 2013 and June 14, 2013

On January ~~10~~ 24, 2014, at 9:00 a.m., Plaintiff Center for Environmental Health's ("CEH") Motion for Court Approval and Entry of Consent Judgments in *Center for Environmental Health v. A Baby, et al.*, Case No. RG-13667688, and *Center for Environmental Health v. Britax Child Safety, Inc., et al.*, Case No. RG-13683725, as to Defendants Angeles Corporation; Belnick, Inc.; Britax Child Safety, Inc.; Childrens Factory, Inc.; Combi USA, Inc.; Comfort Products, Inc.; Delta Enterprise Corp.; Dex Products, Inc.; Energizer Personal Care, LLC; Foundations Worldwide, Inc.; Playtex Manufacturing, Inc.; Stork Craft Manufacturing Inc.; Williams-Sonoma, Inc.; Contour Products, Inc.; and Victory Land Group, Inc. came on for hearing before this Court in Department 17, the Honorable George C. Hernandez, Jr., presiding. After full consideration of the points and authorities and related pleadings submitted, the Court rules as follows:

IT IS HEREBY ORDERED that Plaintiff's Motion for Approval and Entry of Consent Judgments is GRANTED. Pursuant to and in accordance with Health & Safety Code § 25249.7(f)(4), the Court makes the following findings with respect to (1) the Consent Judgment between CEH and Defendants Angeles Corporation; Belnick, Inc.; Britax Child Safety, Inc.; Childrens Factory, Inc.; Combi USA, Inc.; Comfort Products, Inc.; Delta Enterprise Corp.; Dex Products, Inc.; Energizer Personal Care, LLC; Foundations Worldwide, Inc.; Playtex Manufacturing, Inc.; Stork Craft Manufacturing Inc.; and Williams-Sonoma, Inc.; (2) the Consent Judgment between CEH and Defendant Contour Products, Inc.; and (3) the Consent Judgment between CEH and Defendant Victory Land Group, Inc.:

- Each Consent Judgment ensures compliance with the Proposition 65 warning requirement;
- The attorneys' fee award in each Consent Judgment is reasonable under California law; and

- The civil penalty and payment in lieu of civil penalty in each Consent Judgment are reasonable based on the criteria listed in Health & Safety Code § 25249.7(b)(2).

In light of the findings set forth herein, the Consent Judgments are hereby APPROVED.

IT IS SO ORDERED.

Dated: Jan 24, 2014

GEORGE C. HERNANDEZ, J

Hon. George C. Hernandez, Jr.