

1 Mark N. Todzo, State Bar No. 168389
2 Joseph Mann, State Bar No. 207968
3 503 Divisadero Street
4 San Francisco, CA 94117
5 Telephone: (415) 913-7800
6 Facsimile: (415) 759-4112
7 mtodzo@lexlawgroup.com
8 jmann@lexlawgroup.com

6 Richard Franco, State Bar No. 170970
7 Center for Environmental Health
8 2201 Broadway, Suite 302
9 Oakland, California 94612
10 Telephone: (510) 655-3900
11 Facsimile: (510) 655-9100
12 rick@ceh.org

11 Attorneys for Plaintiff
12 CENTER FOR ENVIRONMENTAL HEALTH

ENDORSED
FILED
ALAMEDA COUNTY

JAN 24 2014

CLERK OF THE SUPERIOR COURT
By YOLANDA ESTRADA Deputy

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

15 CENTER FOR ENVIRONMENTAL
16 HEALTH, a non-profit corporation,
17 Plaintiff,

18 v.

19 A BABY, INC., *et al.*,
20 Defendants.

22 CENTER FOR ENVIRONMENTAL
23 HEALTH, a non-profit corporation,
24 Plaintiff,

25 v.

26 BRITAX CHILD SAFETY, INC., *et al.*,
27 Defendants.

For Entry in Case Nos. RG-13667688
and RG-13683725

~~PROPOSED~~ CONSENT
JUDGMENT

1 **1. INTRODUCTION**

2 1.1. This Consent Judgment is entered into by Plaintiff Center for Environmental
3 Health, a non-profit corporation (“CEH”), and the defendants identified in Exhibit A that have
4 executed this Consent Judgment (“Settling Defendants”), to settle certain claims asserted by
5 CEH against Settling Defendants as set forth in the operative Complaints in the matter *Center for*
6 *Environmental Health v. A Baby, Inc., et al.*, Alameda County Superior Court Case No. RG-
7 13667688, and *Center for Environmental Health v. Britax Child Safety, Inc., et al.*, Alameda
8 County Superior Court Case No. RG-13683725 (collectively, the “Actions”). CEH and Settling
9 Defendants are referred to collectively as the “Parties.”

10 1.2. Commencing on November 20, 2012, CEH served a series of 60-Day Notices of
11 Violation (the “60-Day Notices”) of the California Safe Drinking Water and Toxic Enforcement
12 Act of 1986 (“Proposition 65”) on Settling Defendants, the California Attorney General, the
13 District Attorneys of every County in the State of California, and the City Attorneys for every
14 City in State of California with a population greater than 750,000. The 60-Day Notices allege
15 violations of Proposition 65 with respect to the presence of tris (1,3-dichloro-2-propyl)
16 phosphate (“TDCPP”) in a number of different types of foam-containing products, including (1)
17 upholstered furniture, (2) pads for children and infants to lie on, and (3) mattress toppers,
18 manufactured, distributed, and/or sold by Settling Defendants.

19 1.3. Each Settling Defendant asserts that it is a corporation that employs ten (10) or
20 more persons and that manufactures, distributes, and/or sells Covered Products (as defined
21 herein) in the State of California.

22 1.4. For purposes of this Consent Judgment only, the Parties stipulate that: (i) this
23 Court has jurisdiction over the allegations of violations contained in the 60-Day Notices and
24 Complaints and personal jurisdiction over Settling Defendants as to the acts alleged in the
25 Complaints; (ii) venue is proper in the County of Alameda; and (iii) this Court has jurisdiction to
26 enter this Consent Judgment as a full and final resolution of all claims which were or could have
27

1 been raised in the Complaints based on the facts alleged in the 60-Day Notices and Complaints
2 with respect to Covered Products manufactured, distributed, and/or sold by Settling Defendants.

3 1.5. The Parties enter into this Consent Judgment as a full and final settlement of all
4 claims that were or could have been raised in the Complaints arising out of the facts or conduct
5 related to Settling Defendants alleged therein. By execution of this Consent Judgment and
6 agreeing to comply with its terms, the Parties do not admit any fact, conclusion of law, or
7 violation of law, nor shall compliance with the Consent Judgment constitute or be construed as
8 an admission by the Parties of any fact, conclusion of law, or violation of law. Settling
9 Defendants deny the material, factual, and legal allegations in the 60-Day Notices and
10 Complaints and expressly deny any wrongdoing whatsoever. Except as specifically provided
11 herein, nothing in this Consent Judgment shall prejudice, waive, or impair any right, remedy,
12 argument, or defense any Party may have in this or any other pending or future legal
13 proceedings. This Consent Judgment is the product of negotiation and compromise and is
14 accepted by the Parties solely for purposes of settling, compromising, and resolving issues
15 disputed in these Actions.

16 2. DEFINITIONS

17 2.1. "Category 1 Covered Product" means a Covered Product that is not subject to the
18 flame retardance requirements of 4 Cal. Code Regs. §§ 1370 and 1374 and TB 117, including
19 strollers, infant carriers, nap mats, and gym pads, or otherwise covered in the definition of a
20 "Category 2 Covered Product" below. Category 1 Covered Products include Covered Products
21 subject to the United States Consumer Product Safety Commission, 16 C.F.R. Part 1633 ("CPSC
22 Mattress Standard"), as defined in 16 C.F.R. § 1633.2, including but not limited to mattresses,
23 upholstered furniture that contains a mattress, and travel beds.

24 2.2. "Category 2 Covered Product" means a Covered Product that is subject to the
25 flame retardance requirements of 4 Cal. Code Regs. §§ 1370 and 1374 and TB 117, including but
26 not limited to upholstered furniture, including juvenile products other than those delineated in
27 Category 1 Covered Products above.

1 2.3. “Chemical Flame Retardant” means halogenated or phosphorous-based chemical
2 compounds used for the purpose of resisting or retarding the spread of fire. “Chemical Flame
3 Retardant” does not include any chemical that has been rated as a Benchmark 4 chemical
4 pursuant to Clean Production Action’s GreenScreen
5 (<http://www.cleanproduction.org/Green.Greenscreen.php>).

6 2.4. “Covered Products” means, for each Settling Defendant, the category(ies) of
7 Covered Products identified by each Settling Defendant on its Exhibit A for which a 60-Day
8 Notice has been issued that are (i) manufactured¹ by or on behalf of a Settling Defendant, (ii)
9 distributed or otherwise transferred to a third party for retail sale by a Settling Defendant, or (iii)
10 sold or offered for retail sale, including internet and/or catalogue sales, as a Private Label
11 Covered Product by a Settling Defendant that is a private labeler.

12 2.5. “Effective Date” means the date on which the Court enters this Consent
13 Judgment.

14 2.6. “Listed Chemical Flame Retardants” means Tris(1,3-dichloro-2-propyl)
15 phosphate (“TDCPP”), Tris(2-chloroethyl) phosphate (“TCEP”), and Tris(2,3-
16 dibromopropyl)phosphate (“TDBPP”).

17 2.7. “Manufacture Date” means the date the Covered Product was manufactured and
18 as may be indicated on a tag attached to the Covered Product.

19 2.8. “TB 117” means Technical Bulletin No. 117, entitled “Requirements, Test
20 Procedures and Apparatus for Testing the Flame Retardance of Filling Materials Used in
21 Upholstered Furniture,” dated March 2000.

22 2.9. “TB 117-2013” means the proposed Technical Bulletin 117-2013, entitled
23 “Requirements, Test Procedures and Apparatus for Testing the Smolder Resistance of Materials
24 Used in Upholstered Furniture,” released for review and public comment on February 8, 2013,
25
26

27 ¹ The term “manufacture” shall have the meaning defined in Section 3(a)(10) of the Consumer
28 Product Safety Act, 15 U.S.C. § 2052(a)(10) (manufacture, produce, or assemble).

1 re-released on **August 19, 2013** by the California Bureau of Electronic and Appliance Repair,
2 Home Furnishings and Thermal Insulation.

3 2.10. "TB 117-2013 Effective Date" means the date on which filling materials and
4 cover fabrics in upholstered furniture are required to meet the fire retardant requirements in TB
5 117-2013 pursuant to the proposed amendments to Section 1374 of Article 2 of Title 4 of the
6 California Code of Regulations.

7 2.11. "Treated" means the intentional addition or application of any Chemical Flame
8 Retardant to any polyurethane foam, cushioning, or padding used as filling material in any
9 Covered Product.

10 2.12. "Untreated Foam" means polyurethane foam that has not been Treated with any
11 Chemical Flame Retardant.

12 **3. INJUNCTIVE RELIEF**

13 3.1. **Reformulation of Covered Products.** Each Settling Defendant shall comply with
14 the following requirements to reformulate the Covered Products so as to reduce or eliminate
15 exposures to Chemical Flame Retardants arising from the use of the Covered Products:

16 3.1.1. **Listed Chemical Flame Retardants – All Covered Products.** As of the
17 Effective Date, a Settling Defendant shall not distribute, sell, or offer for sale in California any
18 Covered Product that has been Treated with any Listed Chemical Flame Retardant and which has
19 a Manufacture Date that is on or later than the Effective Date.

20 3.1.1.1. To ensure compliance with the reformulation provisions of this
21 Section, each Settling Defendant shall directly or through its supply chain issue specifications to
22 its suppliers of polyurethane foam, cushioning, or padding used as filling material in any Covered
23 Product requiring that such components have not been Treated with Listed Chemical Flame
24 Retardants in accordance with the requirements of this Section 3.1.1. Each Settling Defendant
25 shall obtain and maintain written certification(s) from its suppliers of polyurethane foam,
26 cushioning, or padding confirming that all such foam received by that Settling Defendant for
27 distribution in California has not been Treated with Listed Chemical Flame Retardants. A

28

1 Settling Defendant shall not be deemed in violation of the requirements of this Section 3.1.1 for
2 any Covered Product to the extent: (a) it has relied on a written certification from its vendor that
3 supplied a Covered Product or the polyurethane foam, cushioning, or padding used as filling
4 material in the Covered Product that such Covered Product, foam, cushioning or padding is made
5 with only Untreated Foam, and/or, if such certification is not relied on or has previously been
6 demonstrated to be invalid, (b) has obtained a test result from an independent third party certified
7 laboratory reporting that the Covered Product's polyurethane foam, cushioning, or padding used
8 as filling material has been made with no Listed Chemical Flame Retardants.

9 **3.1.2. Interim Compliance – All Covered Products.**

10 3.1.2.1. Any Covered Product with a Manufacture Date that is earlier
11 than the Effective Date and that has been Treated with a Listed Chemical Flame Retardant and
12 which is distributed or sold by a Settling Defendant in California after the Effective Date shall be
13 accompanied by a Clear and Reasonable Warning that complies with Section 3.1.3.

14 3.1.2.2. For any Covered Product described in Section 3.1.2.1 that a
15 non-retailer Settling Defendant sold to a retailer after October 31, 2011 and for which the Settling
16 Defendant does not have actual knowledge that (i) the retailer is no longer holding such Covered
17 Product in inventory for sale in California, or (ii) a Proposition 65 warning is already affixed to
18 the Covered Product or is otherwise being provided by the retailer, the Settling Defendant shall
19 either send to the retailer warning materials that comply with Section 3.1.3 for such Covered
20 Products or direct the retailer to discontinue sale of the Covered Product in California.

21 3.1.3. **Proposition 65 Warnings.** A Clear and Reasonable Warning under this
22 Consent Judgment shall state:

23 WARNING: This product contains "TDCPP" [and/or TCEP and/or TDCPP], a
24 chemical[s] known to the State of California to cause cancer.²

25 ² The regulatory safe harbor warning language specified in 27 CCR § 25603.2 may also be used if
26 the Settling Defendant had begun to use it, prior to the Effective Date. A Settling Defendant that
27 seeks to use alternative warning language, other than the language specified above or the safe
28 harbor warning specified in 27 CCR § 25603.2, or that seeks to use an alternate method of
transmission of the warning, 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

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

14 **4. OPTIONAL AGREEMENT TO USE UNTREATED FOAM.**

15 In order for a Settling Defendant to be eligible for the settlement payment waiver referred
16 to herein as the "Use of Untreated Foam Payment Waiver" as set forth in Exhibit A attached
17 hereto, Settling Defendants may elect to undertake the additional actions to reduce or eliminate
18 the use of Chemical Flame Retardants set forth below. A Settling Defendant electing to obtain a
19 payment waiver pursuant to this section must certify its compliance with subsections 4.1 and 4.2
20 as applicable within 30 days following the reformulation deadline set forth in those subsections
21 by written notice to CEH.

22 **4.1. Category 1 Covered Products.** No later than 180 days after the Effective Date, a
23 Settling Defendant shall not manufacture or cause to be manufactured for sale in California any
24 Category 1 Covered Product that has been Treated with any Chemical Flame Retardant.

25 _____
26 to comment or object before the Court acts on the request. In the event that a Settling
27 Defendant's application for Court approval of an alternative warning is contested by CEH, the
28 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.

1 4.2. **Category 2 Covered Products.** As of the TB117-2013 Effective Date, a Settling
2 Defendant shall not manufacture or cause to be manufactured for sale in California any Category
3 2 Covered Product that has been Treated with any Chemical Flame Retardant.

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

18 **5. PENALTIES AND PAYMENT**

19 5.1. Within fifteen (15) days of entry of the Effective Date, each Settling Defendant
20 shall pay the amount set forth as a Total Initial Settlement Payment for that Settling Defendant
21 on Exhibit A, as further specified below:

22 5.1.1. Each Settling Defendant shall pay the amount designated on Exhibit A as
23 the Initial Civil Penalty pursuant to Cal. Health & Safety Code § 25249.7(b), such money to be
24 apportioned by CEH in accordance with Cal. Health & Safety Code § 25249.12.

25 5.1.1.1. Each Settling Defendant selling Category 1 and/or Category 2
26 Covered Products shall pay the additional penalty as set forth on Exhibit A unless such Settling
27 Defendant provides timely certification of its additional injunctive relief as described in Section

28

1 4. Such additional penalty payment shall be paid no later than 30 days following the date on
2 which its certification was due under Section 4. Settling Defendants with both Category 1 and
3 Category 2 Covered Products shall allocate the additional penalty payment set forth on Exhibit A
4 equally as between each category.

5 5.1.2. Each Settling Defendant shall also pay the amount designated on Exhibit A
6 as a Payment in Lieu of Civil Penalty pursuant to Cal. Health & Safety Code § 25249.7(b) and
7 11 C.C.R. § 3202(b). The amount designated on Exhibit A as the Initial Payment in Lieu of
8 Civil Penalty amount shall be paid within fifteen days of the Effective Date as specified in
9 Section 4.1. CEH will use such funds to continue its work of educating and protecting the public
10 from exposures to toxic chemicals, including Chemical Flame Retardants. CEH may also use a
11 portion of such funds to monitor compliance with this Consent Judgment and to purchase and
12 test Settling Defendants' products to confirm compliance. In addition, as part of its Community
13 Environmental Action and Justice Fund, CEH will use four percent (4%) of such funds to award
14 grants to grassroots environmental justice groups working to educate and protect the public from
15 exposures to toxic chemicals. The method of selection of such groups can be found at the CEH
16 website at www.ceh.org/justicefund.

17 5.1.2.1. Each Settling Defendant selling Category 1 and/or Category 2
18 Covered Products shall pay the additional payment in lieu of penalty as set forth on Exhibit A
19 unless such Settling Defendant provides timely certification of its additional injunctive relief as
20 described in Section 4. Such additional payment in lieu of penalty shall be paid within 30 days
21 following the date on which its certification is due under Section 4. Settling Defendants with
22 both Category 1 and Category 2 Covered Products shall allocate the additional payment in lieu of
23 penalty set forth on Exhibit A equally as between each category.

24 5.1.3. Each Settling Defendant agrees to pay the amount designated on Exhibit A
25 as a reimbursement of CEH's reasonable attorney's fees and costs.

26 **6. ENFORCEMENT OF CONSENT JUDGMENT**

27 6.1. Any Party may, by motion or application for an order to show cause before the
28

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

12 **7. MODIFICATION OF CONSENT JUDGMENT**

13 7.1. This Consent Judgment may only be modified by written agreement of CEH and
14 Settling Defendants, or upon motion of CEH or any Settling Defendant as provided by law,
15 provided that any Party seeking to modify this Consent Judgment shall attempt in good faith to
16 meet and confer with all affected Parties at least 30 days prior to filing such motion.

17 **8. CLAIMS COVERED AND RELEASE**

18 8.1. This Consent Judgment is a full, final, and binding resolution between CEH on
19 behalf of itself and the public interest and each Settling Defendant and each Settling Defendants'
20 parents, officers, directors, employees, attorneys, shareholders, divisions, subdivisions,
21 subsidiaries, partners, affiliated companies, and their successors and assigns ("Defendant
22 Releasees") and all entities to whom they directly or indirectly distribute or sell Covered
23 Products including, but not limited to, distributors, wholesalers, customers, retailers, franchisees,
24 cooperative members, and licensees ("Downstream Defendant Releasees") of all claims alleged
25 in the Complaints in these Actions arising from any violation of Proposition 65 that have been or
26 could have been asserted in the public interest against each Settling Defendant, Defendant
27 Releasees, and Downstream Defendant Releasees, regarding the failure to warn about exposure

28

1 to TDCPP in the Covered Products manufactured, distributed, or sold by each such Settling
2 Defendant prior to the Effective Date.

3 8.2. Compliance with the terms of this Consent Judgment by a Settling Defendant and
4 Defendant Releasees shall constitute compliance with Proposition 65 with respect to Listed
5 Chemical Flame Retardants in that Settling Defendant's Covered Products manufactured,
6 distributed, or sold after the Effective Date.

7 **9. PROVISION OF NOTICE**

8 9.1. When any Party is entitled to receive any notice under this Consent Judgment, the
9 notice shall be sent by first class and electronic mail as follows:

10 9.1.1. **Notices to Settling Defendants.** The persons for each Settling Defendant
11 to receive notices pursuant to this Consent Judgment are identified on Exhibit A for each such
12 Settling Defendant.

13 9.1.2. **Notices to Plaintiff.** The persons for CEH to receive notices pursuant to
14 this Consent Judgment shall be:

15 Rick Franco
16 Center for Environmental Health
17 2201 Broadway, Suite 302
18 Oakland, California 94612
19 rick@ceh.org

20 Mark Todzo
21 Lexington Law Group
22 503 Divisadero Street
23 San Francisco, CA 94117
24 mtodzo@lexlawgroup.com

25 9.2. Any Party may modify the person and address to whom the notice is to be sent by
26 sending the other Parties notice by first class and electronic mail.

27 **10. COURT APPROVAL**

28 10.1. This Consent Judgment shall become effective on the Effective Date, provided

1 however, that CEH shall prepare and file a Motion for Approval of this Consent Judgment and
2 Settling Defendants shall in good faith support approval of such Motion.

3 10.2. If this Consent Judgment is not entered by the Court, it shall be of no force or
4 effect and shall not be introduced into evidence or otherwise used in any proceeding for any
5 purpose.

6 **11. GOVERNING LAW AND CONSTRUCTION**

7 11.1. The terms and obligations arising from this Consent Judgment shall be construed
8 and enforced in accordance with the laws of the State of California.

9 **12. ENTIRE AGREEMENT**

10 12.1. This Consent Judgment contains the sole and entire agreement and understanding
11 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
12 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
13 and therein.

14 12.2. There are no warranties, representations, or other agreements between the Parties
15 except as expressly set forth herein. No representations, oral or otherwise, express or implied,
16 other than those specifically referred to in this Consent Judgment have been made by any Party
17 hereto.

18 12.3. No other agreements not specifically contained or referenced herein, oral or
19 otherwise, shall be deemed to exist or to bind any of the Parties hereto. Any agreements
20 specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind
21 any of the Parties hereto only to the extent that they are expressly incorporated herein.

22 12.4. No supplementation, modification, waiver, or termination of this Consent
23 Judgment shall be binding unless executed in writing by the Party to be bound thereby.

24 12.5. No waiver of any of the provisions of this Consent Judgment shall be deemed or
25 shall constitute a waiver of any of the other provisions hereof whether or not similar, nor shall
26 such waiver constitute a continuing waiver.

27

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 an entity that is not a Settling Defendant 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 any Settling Defendant might have against any other party, whether or not that party is a Settling Defendant.

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: November 21, 2013

ANGELES CORPORATION



Philip Milestone
Printed Name

Secretary
Title

Dated: _____, 2013

BELNICK, INC.

Printed Name

Title

Dated: _____, 2013

BRITAX CHILD SAFETY, INC.

Printed Name

Title

Dated: _____, 2013

CHILDRENS FACTORY, INC.

Printed Name

Title

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: _____, 2013

ANGEL'S CORPORATION

Printed Name

Title

Dated: Oct 18, 2013

RELSICK, INC.

Sean Belnick

Sean Belnick

Printed Name

SVP

Title

Dated: _____, 2013

BRITAN CHILD SAFETY, INC.

Printed Name

Title

Dated: _____, 2013

CHILDRENS FACTORY, INC.

Printed Name

Title

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: _____, 2013

ANGELES CORPORATION

Printed Name

Title

Dated: _____, 2013


BELNICK, INC.

Printed Name

Title

Dated: 11/11, 2013

BRITAX CHILD SAFETY, INC.



Tom Chamberlain
Printed Name

President, BCS
Title

Dated: _____, 2013

CHILDRENS FACTORY, INC.

Printed Name

Title

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: _____, 2013

ANGELES CORPORATION

Printed Name

Title

Dated: _____, 2013

BELNICK, INC.

Printed Name

Title

Dated: _____, 2013

BRITAX CHILD SAFETY, INC.

Printed Name

Title

Dated: Nov 19, 2013

CHILDREN'S FACTORY, INC.



ROBERT T GRAMAN

Printed Name

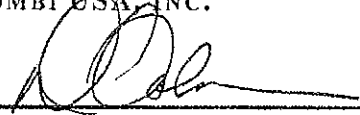
PRESIDENT

Title

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: 11/11, 2013

COMBI USA, INC.



Douglas D Oaks
Printed Name

President
Title

Dated: _____, 2013

COMFORT PRODUCTS, INC.

Printed Name

Title

Dated: _____, 2013

DELTA ENTERPRISE CORP.

Printed Name

Title

Dated: _____, 2013

DEX PRODUCTS, INC.

Printed Name

Title

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: _____, 2013

COMBI USA, INC.

Printed Name

Title

Dated: 11/18, 2013

COMFORT PRODUCTS, INC.

[Handwritten Signature]

Printed Name

CARY L LAND

Printed Name

[Handwritten Signature]

Title

Title

Dated: _____, 2013

DELTA ENTERPRISE CORP.

Printed Name

Title

Dated: _____, 2013

DEX PRODUCTS, INC.

Printed Name

Title

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: _____, 2013

COMBI USA, INC.

Printed Name

Title

Dated: _____, 2013

COMFORT PRODUCTS, INC.

Printed Name

Title

Dated: 11/26, 2013

DELTA ENTERPRISE CORP.

Printed Name

Title



Sam Shamie

President

Dated: _____, 2013

DEX PRODUCTS, INC.

Printed Name

Title

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: _____, 2013

COMBI USA, INC.

Printed Name

Title

Dated: _____, 2013

COMFORT PRODUCTS, INC.

Printed Name

Title

Dated: _____, 2013

DELTA ENTERPRISE CORP.

Printed Name

Title

Dated: NOV. 7, 2013

DEX PRODUCTS, INC.



L. JASON CLUTE
Printed Name

PRESIDENT
Title

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: _____, 2013

ENERGIZER PERSONAL CARE, LLC

Mark S. LaVigne

Mark S. LaVigne
Printed Name

VP General Counsel & Secretary
Title

Dated: _____, 2013

FOUNDATIONS WORLDWIDE, INC.

Printed Name

Title

Dated: _____, 2013

PLAYTEX MANUFACTURING, INC.

Mark S. LaVigne

Mark S. LaVigne
Printed Name

VP General Counsel & Secretary
Title

Dated: _____, 2013

STORK CRAFT MANUFACTURING INC.

Printed Name

Title

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: _____, 2013

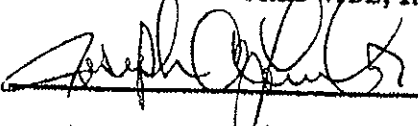
ENERGIZER PERSONAL CARE, LLC

Printed Name

Title

Dated: NOV. 12, 2013

FOUNDATIONS WORLDWIDE, INC.



Joseph A. Lawler

Printed Name

Resident

Title

Dated: _____, 2013

PLAYTEX MANUFACTURING, INC.

Printed Name

Title

Dated: _____, 2013

STORK CRAFT MANUFACTURING INC.

Printed Name

Title

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: _____, 2013

ENERGIZER PERSONAL CARE, LLC

Printed Name

Title

Dated: _____, 2013

FOUNDATIONS WORLDWIDE, INC.

Printed Name

Title

Dated: _____, 2013

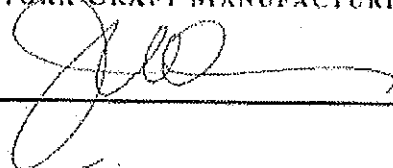
PLAYTEX MANUFACTURING, INC.

Printed Name

Title

Dated: Nov 21, 2013

STORK CRAFT MANUFACTURING INC.



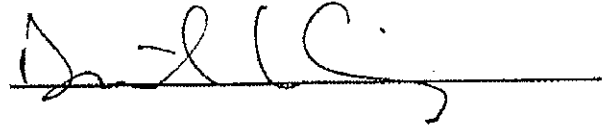
Printed Name
Jim Moore

Title
PRESIDENT & CEO

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: Nov. 21, 2013

WILLIAMS-SONOMA, INC.



David King
Printed Name

Sr. Vice President & General Counsel
Title

IT IS SO ORDERED, ADJUDGED,
AND DECREED:

Dated: Jan 24, ~~2013~~ ²⁰¹⁴

GEORGE C. HERNANDEZ, Jr

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

EXHIBIT A

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1. Name of Settling Defendant and related corporate entities:
Defendant Angeles Corp.
2. Covered Product Category/Categories (check one or both per Section 2.1 and 2.2):
 Category 1: mattresses and mats
 Category 2: changing pads
3. Settling Defendant's Settlement Payments:

Total Initial Settlement Payment	\$45,000
Initial Civil Penalty *	\$4,950
Initial Payment in Lieu of Civil Penalty *	\$6,750
Attorneys' Fees and Costs	\$33,300
Supplemental Payments Waived for Additional Reformulation Certification	
Additional Civil Penalty	\$7,000
Additional Payment in Lieu of Civil Penalty	\$10,500

*The 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.

5. Person to Receive Notice for Settling Defendant (per Section 9.1.1):

Philip Milestone
2 Lower Ragsdale Dr.
Monterey, CA 94704

With a copy to:

Trenton H. Norris
Arnold & Porter LLP
3 Embarcadero Center, 10th Floor
San Francisco, CA 94111-4024

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

1. Name of Settling Defendant and related corporate entities:

Belnick, Inc.

2. Covered Product Category/Categories (check one or both per Section 2.1 and 2.2):

 Category 1

 x Category 2 (upholstered furniture)

3. Settling Defendant's Settlement Payments:

Total Initial Settlement Payment	\$45,000
Initial Civil Penalty *	\$4,950
Initial Payment in Lieu of Civil Penalty *	\$6,750
Attorneys' Fees and Costs	\$33,300

Supplemental Payments Waived for Additional Reformulation Certification

Additional Civil Penalty	\$7,000
Additional Payment in Lieu of Civil Penalty	\$10,500

*The 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.

5. Person to Receive Notice for Settling Defendant (per Section 9.1.1):

Mr. Sean Belnick
President and Chief Executive Officer
Belnick, Inc.
4350 Ball Ground Highway
Canton, GA 30114

Kevin T. Haroff, Esq.
Marten Law PLLC
455 Market Street, Suite 2200
San Francisco, CA 94105

EXHIBIT A

1
2
3 1. Name of Settling Defendant and related corporate entities: **BRITAX Child Safety, Inc.** [♦]

4
5 2. Covered Product Category/Categories (check one or both per Section 2.1 and 2.2):

6 -- Category 1

7 -- Category 2 (pads for children and infants to lie on that have not been exempted from
8 TB 117 to date -- specifically children's car seats)

9 3. Settling Defendant's Settlement Payments:

Total Initial Settlement Payment	\$45,000
Initial Civil Penalty *	\$4,950
Initial Payment in Lieu of Civil Penalty *	\$6,750
Attorneys' Fees and Costs	\$33,300

12 Supplemental Payments Waived for Additional Reformulation Certification

Additional Civil Penalty	\$7,000
Additional Payment in Lieu of Civil Penalty	\$10,500

15
16 *The checks for the Civil Penalty and Payment in Lieu of Civil Penalty shall be separate
17 and made out to Center For Environmental Health and delivered to the attention of Rick Franco at
18 the address set forth in Section 9.1.2. The check for Attorneys' Fees and Costs shall be made out
19 separately to the Lexington Law Group and delivered to the attention of Mark Todzo at the
20 address set forth in Section 9.1.2.

21 5. Person to Receive Notice for Settling Defendant (per Section 9.1.1):

22 **Kenneth Wittenauer**
23 **Vice President and General Counsel**
24 **BRITAX Child Safety, Inc.**
25 **4140 Pleasant Road**
26 **Fort Mill, SC 29708**

27 **Email address:**
28 **Ken.Wittenauer@britax.com**

[♦] While not a related corporate entity, among others, Toys "R"Us Delaware, Inc. is a Downstream Defenant Releasee of BRITAX Child Safety, Inc. pursuant to Section 8.1 above.

EXHIBIT A

1
2
3 1. Name of Settling Defendant and related corporate entities: Children's Factory, Inc.
4

5 2. Covered Product Category/Categories (check one or both per Section 2.1 and 2.2):

6 Category 1: Foam-Cushioned Pads for Infants and Children to Lie On

7 Category 2

8 3. Settling Defendant's Settlement Payments:

9 Total Initial Settlement Payment \$45,000

10 Initial Civil Penalty * \$4,950

11 Initial Payment in Lieu of Civil Penalty * \$6,750

12 Attorneys' Fees and Costs \$33,300

13 Supplemental Payments Waived for Additional Reformulation Certification

14 Additional Civil Penalty \$7,000

15 Additional Payment in Lieu of Civil Penalty \$10,500

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

21 5. Person to Receive Notice for Settling Defendant (per Section 9.1.1):

22 Bob Graman
23 Children's Factory, Inc.
24 245 West Essex
25 St. Louis, MO 63122

26 With a copy to:

27 Jeffrey B. Margulies
28 Norton Rose Fulbright
555 South Flower Street, 41st Floor
Los Angeles, CA 90071
Jeff.margulies@nortonrosefulbright.com

EXHIBIT A

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1. Name of Settling Defendant and related corporate entities: **Combi USA, Inc.***

2. Covered Product Category/Categories (check one or both per Section 2.1 and 2.2):

-- Category 1 (strollers and other types of pads for children and infants to lie on that have been exempted from TB 117 to date)

-- Category 2 (children's car seats, infant walkers, bouncers, high chairs and other types of pads for children and infants to lie on that have not been exempted from TB 117 to date)

3. Settling Defendant's Settlement Payments:

Total Initial Settlement Payment	\$45,000
Initial Civil Penalty *	\$4,950
Initial Payment in Lieu of Civil Penalty *	\$6,750
Attorneys' Fees and Costs	\$33,300

Supplemental Payments Waived for Additional Reformulation Certification

Additional Civil Penalty	\$7,000
Additional Payment in Lieu of Civil Penalty	\$10,500

*The 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.

5. Person to Receive Notice for Settling Defendant (per Section 9.1.1):

Doug Oaks
President
Combi USA, Inc.
3520 Westinghouse Blvd., Suite B
Charlotte, NC 28273

Email address:
doaks@CombiUSA.com

* While not a related corporate entity, among others, Buy, Buy Baby, Inc. is a Downstream Defenant Releasee of Combi USA, Inc. pursuant to Section 8.1 above.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

1. Name of Settling Defendant and related corporate entities: Comfort Products, Inc.

2. Covered Product Category/Categories (check one or both per Section 2.1 and 2.2):

Category 1

Category 2: Upholstered Furniture

3. Settling Defendant's Settlement Payments:

Total Initial Settlement Payment	\$25,000
Initial Civil Penalty *	\$2,750
Initial Payment in Lieu of Civil Penalty *	\$3,750
Attorneys' Fees and Costs	\$18,500

Supplemental Payments Waived for Additional Reformulation Certification

Additional Civil Penalty	\$4,000
Additional Payment in Lieu of Civil Penalty	\$6,000

*The 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.

5. Person to Receive Notice for Settling Defendant (per Section 9.1.1):

Gary Land
President
Comfort Products, Inc.
122 Gayoso Avenue
Memphis, TN 38103

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

1. Name of Settling Defendant and related corporate entities: Delta Enterprise Corp.

2. Covered Product Category/Categories (check one or both per Section 2.1 and 2.2):

Category 1: Mattress pads for infants or children

Category 2: Foam-cushioned furniture

3. Settling Defendant's Settlement Payments:

Total Initial Settlement Payment	\$45,000
Initial Civil Penalty *	\$4,950
Initial Payment in Lieu of Civil Penalty *	\$6,750
Attorneys' Fees and Costs	\$33,300

Supplemental Payments Waived for Additional Reformulation Certification

Additional Civil Penalty	\$7,000
Additional Payment in Lieu of Civil Penalty	\$10,500

*The 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.

5. Person to Receive Notice for Settling Defendant (per Section 9.1.1):

Mr. Sam Shamie
President
114 West 26th Street
New York, NY 10001-6812

EXHIBIT A

1
2
3 1. Name of Settling Defendant and related corporate entities: **Dex Products, Inc.***

4
5 2. Covered Product Category/Categories (check one or both per Section 2.1 and 2.2):

6 Category 1 (Foam Cushioned Pads for Infants to Lie On, including nap/rest mats
7 and positioning pillows)

8 Category 2

9 3. Settling Defendant's Settlement Payments:

10 Total Initial Settlement Payment \$20,000

11 Initial Civil Penalty * \$2,200

12 Initial Payment in Lieu of Civil Penalty * \$3,000

13 Attorneys' Fees and Costs** \$14,800

14 Supplemental Payments Waived for Additional Reformulation Certification

15 Additional Civil Penalty* \$2,000

16 Additional Payment in Lieu of Civil Penalty* \$3,000

17 *The checks for the Civil Penalty and Payment in Lieu of Civil Penalty shall be made out
18 to "Center For Environmental Health" and delivered to the attention of Rick Franco at the address
19 set forth in Section 9.1.2.

20 ** CEH's counsel has agreed that Dex may pay the attorneys fees and cost reimbursement
21 amount set forth above in installments of \$5,000, \$5,000, and \$4,800 on April 15th, September
22 15th, and December 15th of 2014 respectively. These checks shall be made out to the "Lexington
23 Law Group" and delivered to the attention of Mark Todzo at the address set forth in Section 9.1.2.

24 5. Person to Receive Notice for Settling Defendant (per Section 9.1.1):

25 **L. Jason Clute**
26 **President, Dex Products, Inc.**
27 **840A Eubanks Drive,**
28 **Vacaville, CA 95688**

Email: Jclute@dexproducts.com

* While not a related corporate entity, among others, Wal-Mart Stores, Inc. is a Downstream
Defendant Releasee of Dex Products, Inc. pursuant to Section 8.1 above.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

1. Name of Settling Defendant and related corporate entities:
Energizer Personal Care, LLC
Playtex Manufacturing, Inc.

2. Covered Product Category/Categories (check one or both per Section 2.1 and 2.2):

- Category 1:
- Category 2: Diaper changing pads

3. Settling Defendant's Settlement Payments:

Total Initial Settlement Payment	\$45,000
Initial Civil Penalty *	\$4,950
Initial Payment in Lieu of Civil Penalty *	\$6,750
Attorneys' Fees and Costs	\$33,300

Supplemental Payments Waived for Additional Reformulation Certification

Additional Civil Penalty	\$7,000
Additional Payment in Lieu of Civil Penalty	\$10,500

*The 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.

5. Person to Receive Notice for Settling Defendant (per Section 9.1.1):

Michael A. Antista
Assistant General Counsel - Litigation
Energizer Holdings, Inc.
6 Research Drive
Shelton, CT 06484

With a copy to:

Trenton H. Norris
Arnold & Porter LLP
3 Embarcadero Center, 10th Floor
San Francisco, CA 94111-4024

EXHIBIT A

1. Name of Settling Defendant and related corporate entities: Foundations Worldwide, Inc.
2. Downstream Releasees Within Scope of Section 8.1 (non-exclusive list): Hayneedle, Inc., Wal-Mart Stores, Inc. and its affiliates and subsidiaries, Walmart.com USA LLC and its parent, affiliates and subsidiaries, and Wayfair LLC, formerly, known as CSN Stores LLC

3. Covered Product Category/Categories (check one or both per Section 2.1 and 2.2):

Category 1 (Noticed Products: Crib Mattresses)

Category 2

4. Settling Defendant's Settlement Payments:

Total Initial Settlement Payment	\$25,000
Initial Civil Penalty *	\$2,750
Initial Payment in Lieu of Civil Penalty *	\$3,750
Attorneys' Fees and Costs	\$18,500

Supplemental Payments Waived for Additional Reformulation Certification

Additional Civil Penalty	\$4,000
Additional Payment in Lieu of Civil Penalty	\$6,000

*The 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.

5. Person to Receive Notice for Settling Defendant (per Section 9.1.1):

Joseph Lawlor
President
Foundations Worldwide, Inc.
5216 Portside Drive
Medina OH 44256
jlawlor@foundations.com

with a copy to:

Joshua A. Bloom
Barg Coffin Lewis & Trapp, LLP
350 California Street, 22nd Floor
San Francisco, CA 94104-1450
jab@bcltlaw.com

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

1. Name of Settling Defendant and related corporate entities: Stork Craft Manufacturing, Inc.; Stork Craft Manufacturing (USA) Inc.

2. Covered Product Category/Categories (check one or both per Section 2.1 and 2.2):

Category 1

Category 2: Foam Cushioned Upholstered Furniture

3. Settling Defendant's Settlement Payments:

Total Initial Settlement Payment	\$40,000
Initial Civil Penalty *	\$4,400
Initial Payment in Lieu of Civil Penalty *	\$6,000
Attorneys' Fees and Costs	\$29,600

Supplemental Payments Waived for Additional Reformulation Certification

Additional Civil Penalty	\$6,000
Additional Payment in Lieu of Civil Penalty	\$9,000

*The 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.

5. Person to Receive Notice for Settling Defendant (per Section 9.1.1):

Jim Moore
President & Chief Executive Officer
Stork Craft Manufacturing Inc.
7433 Nelson Road
Richmond, BC
V6W 1G3 Canada

With a copy to:

Jeffrey B. Margulies
Norton Rose Fulbright
555 South Flower Street, 41st Floor
Los Angeles, CA 90071
Jeff.margulies@nortonrosefulbright.com

EXHIBIT A

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1. Name of Settling Defendant and related corporate entities:

Williams-Sonoma, Inc.

2. Covered Product Category/Categories (check one or both per Section 2.1 and 2.2):

Category 1

Category 2, Foam Cushioned Upholstered Furniture

3. Settling Defendant's Settlement Payments:

Total Initial Settlement Payment	\$45,000
Initial Civil Penalty *	\$4,950
Initial Payment in Lieu of Civil Penalty *	\$6,750
Attorneys' Fees and Costs	\$33,300

Supplemental Payments Waived for Additional Reformulation Certification

Additional Civil Penalty	\$7,000
Additional Payment in Lieu of Civil Penalty	\$10,500

*The 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.

4. Person to Receive Notice for Settling Defendant (per Section 9.1.1):

Danielle Hohos
Associate General Counsel
Williams-Sonoma, Inc.
3250 Van Ness Avenue
San Francisco, CA 94109

With Copy to:

Robert C. Goodman, Esq.
James Robert Maxwell, Esq.
Rogers Joseph O'Donnell
311 California Street, 10th Floor
San Francisco, California 94104