

1 Rachel Doughty, State Bar No. 255904
2 THE CHANLER GROUP
3 2560 Ninth Street
4 Parker Plaza, Suite 214
Berkeley, CA 94710-2565
Telephone: (510) 848-8880
Facsimile: (510) 848-8118

5 Attorneys for Plaintiff
6 LAURENCE VINO CUR

ENDORSED
FILED
ALAMEDA COUNTY

APR - 3 2014

CLERK OF THE SUPERIOR COURT
By YOLANDA ESTRADA Deputy

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 THE COUNTY OF ALAMEDA
9 UNLIMITED CIVIL JURISDICTION
10

11
12 LAURENCE VINO CUR,

13 Plaintiff,

14 v.

15 JOOVY HOLDING CO., *et al.*

16 Defendants.
17
18

Case No. RG13703590

**[PROPOSED] JUDGMENT PURSUANT
TO PROPOSITION 65 SETTLEMENTS
AND CONSENT JUDGMENT AS TO
DEFENDANT JOOVY HOLDING CO.;
JOOVY LLC**

Date: March 28, 2014

Time: 10:00 a.m.

Dept.: 17

Judge: Hon. George C. Hernandez, Jr.

1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to California
2 Health & Safety Code § 25249.7(f)(4) and California Code of Civil Procedure § 664.6, Judgment
3 is entered in accordance with the terms of the Consent Judgment attached hereto as **Exhibit 1**, and
4 as further modified by the Order approving the Proposition 65 settlement and Consent Judgment.
5 By stipulation of the parties, the Court will retain jurisdiction to enforce the settlement under
6 Code of Civil Procedure § 664.6.

7
8 **IT IS SO ORDERED.**

9
10 Dated: APR - 3 2014

GEORGE C. HERNANDEZ, JR.
JUDGE OF THE SUPERIOR COURT

Exhibit 1
(To Judgment)

1 Rachel S. Doughty, State Bar No. 255904
2 THE CHANLER GROUP
2560 Ninth Street
3 Parker Plaza, Suite 214
Berkeley, CA 94710
4 Telephone: (510) 848-8880
Facsimile: (510) 848-8118

5 Attorneys for Plaintiff
6 LAURENCE VINOCUR

7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF ALAMEDA
10 UNLIMITED CIVIL JURISDICTION

11 LAURENCE VINOCUR,
12 Plaintiff,
13 v.
14 JOOVY HOLDING CO.; et al.
15 Defendants.

Case No. RG 13-703590

Assigned for All Purposes to
Judge George C. Hernandez, Jr.,
Department 17

**[PROPOSED] CONSENT JUDGMENT AS
TO JOOVY HOLDING CO. AND
JOOVY, LLC**

(Health & Safety Code § 25249.6 et seq.)

Complaint Filed: November 18, 2013

1 **1. INTRODUCTION**

2 **1.1 Parties**

3 This Consent Judgment is entered into by and between plaintiff Laurence Vinocur
4 (“Plaintiff”) and the defendant Joovy Holding Co. (“Settling Defendant”), with Plaintiff and the
5 Settling Defendant collectively referred to as the “Parties.”

6 **1.2 Plaintiff**

7 Plaintiff is an individual residing in the State of California who seeks to promote awareness
8 of exposures to toxic chemicals and to improve human health by reducing or eliminating hazardous
9 substances contained in consumer and commercial products.

10 **1.3 Settling Defendant**

11 The Settling Defendant employs ten or more persons and is a person in the course of doing
12 business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California
13 Health & Safety Code section 25249.6, *et seq.* (“Proposition 65”).

14 **1.4 General Allegations**

15 Plaintiff alleges that the Settling Defendant manufactured, imported, sold and/or distributed
16 for sale in California, products with foam cushioned components containing tris(1,3-dichloro-2-
17 propyl) phosphate (“TDCPP”) without the requisite Proposition 65 health hazard warnings.

18 Pursuant to Proposition 65, on October 28, 2011, California identified and listed TDCPP as
19 a chemical known to cause cancer. TDCPP became subject to the “clear and reasonable warning”
20 requirements of Proposition 65 one year later on October 28, 2012. Cal. Code Regs., tit. 27, §
21 27001(b); Health & Safety Code §§ 25249.8 and 25249.10(b).

22 Plaintiff alleges that TDCPP escapes from foam padding, leading to human exposures.

23 **1.5 Product Description**

24 The categories of products that are covered by this Consent Judgment as to the Settling
25 Defendant (collectively, the “Products”) are:

- 26 a. Upholstered Children’s High Chairs with Foam Padding (“High Chairs”); and
27 b. The *Joovy Black Leatherette Nook Highchair, Style: 227 (#8 77408 00227 7)*.

28

1 Polyurethane foam that is supplied, shaped or manufactured for use as a component of another
2 product, such as upholstered furniture, but which is not itself a finished product, is specifically
3 excluded from the definition of Products.

4 **1.6 Notice of Violation**

5 On or around April 11, 2013, Plaintiff served Settling Defendant and certain requisite public
6 enforcement agencies with a “60-Day Notice of Violation” (“Notice”) that provided the recipients
7 with notice of alleged violations of Proposition 65 based on the alleged failure to warn customers,
8 consumers, and workers in California that its High Chairs expose users to TDCPP.

9 To the best of the Parties’ knowledge, no public enforcer has commenced or is diligently
10 prosecuting the allegations set forth in the Notice.

11 **1.7 Complaint**

12 On November 18, 2013, Plaintiff filed a Complaint in the Superior Court in and for the
13 County of Alameda against the Settling Defendant, *Laurence Vinocur v. Joovy Holding Co., et al.*,
14 Case No. RG 13-703590, alleging violations of Proposition 65, based in part on the alleged
15 unwarned exposures to TDCPP contained in the Products (“Complaint”).

16 **1.8 No Admission**

17 The Settling Defendant denies the material factual and legal allegations contained in
18 Plaintiff’s Notice and Complaint and maintains that all products that is has manufactured, imported,
19 distributed, and/or sold in California, including the Products, have been and are in compliance with
20 all laws. Nothing in this Consent Judgment shall be construed as an admission by the Settling
21 Defendant of any fact, finding, conclusion, issue of law, or violation of law, nor shall compliance
22 with this Consent Judgment constitute or be construed as an admission by the Settling Defendant of
23 any fact, finding, conclusion, issue of law, or violation of law. However, this section shall not
24 diminish or otherwise affect the Settling Defendant’s obligations, responsibilities, and duties under
25 this Consent Judgment.

26 **1.9 Consent to Jurisdiction**

27 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
28 jurisdiction over the Settling Defendant as to the allegations contained in the Complaint, that venue

1 is proper in the County of Alameda, and that this Court has jurisdiction to enter and enforce the
2 provisions of this Consent Judgment pursuant to Proposition 65 and California Code of Civil
3 Procedure section 664.6.

4 **2. DEFINITIONS**

5 **2.1 California Customers**

6 “California Customer” shall mean any customer that the Settling Defendant reasonably
7 understands is located in California, has a California warehouse or distribution center, maintains a
8 retail outlet in California, or has made internet sales into California on or after January 1, 2011.

9 **2.2 Detectable**

10 “Detectable” shall mean containing more than 25 parts per million (“ppm”) (the equivalent
11 of .0025%) each of TDCPP in any material, component, or constituent of a subject product, when
12 analyzed by an accredited laboratory pursuant to EPA testing methodologies 3545 and 8270C, or
13 equivalent methodologies utilized by federal or state agencies to determine the presence, and
14 measure the quantity of TDCPP in a solid substance.

15 **2.3 Effective Date and Entry Date**

16 “Effective Date” shall mean February 7, 2014. “Entry Date” shall mean the date upon
17 which the court approves and enters this consent judgment.

18 **2.4 Reformulated Products**

19 “Reformulated Products” shall mean Products that contain no Detectable amount of TDCPP.

20 **2.5 Reformulation Standard**

21 The “Reformulation Standard” shall mean containing no Detectable amount of TDCPP.

22 **2.6 Retailer**

23 “Retailer” means an individual or entity that offers a Product for retail sale to consumers in
24 the State of California.

25 **3. INJUNCTIVE RELIEF: REFORMULATION**

26 **3.1 Reformulation Commitment**

27 Commencing on or after November 1, 2013, Settling Defendant has not and shall not
28 manufacture or import for distribution or sale to California Customers, or cause to be manufactured

1 or imported for distribution or sale to California Customers, any Products that are not Reformulated
2 Products.

3 **3.2 Products No Longer in a Settling Defendant's Control**

4 No later than twenty days after the Effective Date, the Settling Defendant shall send a letter,
5 electronic or otherwise ("Notification Letter") to: (1) each California Customer and/or Retailer to
6 which it, after October 28, 2011, supplied any item for resale in California described as an exemplar
7 in the Notice and the Supplemental Notice ("Exemplar Product"); and (2) any California Customer
8 and/or Retailer that the Settling Defendant reasonably understands or believes had any inventory for
9 resale in California of any Exemplar Product(s) as of April 11, 2013. The Notification Letter shall
10 advise the recipient that the Exemplar Product(s) contains TDCPP, a chemical known to the State of
11 California to cause cancer, and request that the recipient return, at the Settling Defendant's sole
12 expense, all units of the Exemplar Product(s) held for sale in California, or to California Customers,
13 to the Settling Defendant or a party the Settling Defendant has designated. The Notification Letter
14 shall request a response from the recipient within twenty days confirming whether the Exemplar
15 Product(s) will be labeled or returned. The Settling Defendant shall maintain records of all
16 correspondence or other communications generated pursuant to this Section for two years after the
17 Effective Date and shall promptly produce copies of such records upon Plaintiff's written request.

18 The obligations of a Settling Defendant under this Section shall be relieved provided the
19 Settling Defendant certifies on or before February 28, 2014, that only Exemplar Products meeting
20 the Reformulation Standard have been offered for sale in California, or to California Customers for
21 sale in California, since December 31, 2013.

22 **4. MONETARY PAYMENTS**

23 **4.1 Civil Penalties Pursuant to Health & Safety Code § 25249.7(b)**

24 In settlement of all the claims referred to in this Consent Judgment, the Settling Defendant
25 shall pay the civil penalties shown for it on Exhibit A in accordance with this Section. Each penalty
26 payment will be allocated in accordance with California Health & Safety Code section
27 25249.12(c)(1) and (d), with 75% of the funds remitted to the California Office of Environmental
28 Health Hazard Assessment ("OEHHA"), and the remaining 25% of the penalty remitted to "The

1 Chanler Group in Trust for Vinocur.” Each penalty payment shall be made within two business
2 days of the date it is due and be delivered to the addresses listed in Section 4.5 below. The Settling
3 Defendant shall be liable for payment of interest, at a rate of 10% simple interest, for all amounts
4 due and owing under this Section that are not received within two business days of the due date.

5 **4.1.1 Initial Civil Penalty**

6 Within ten days of the Entry Date, the Settling Defendant shall make an initial civil penalty
7 payment in the amount identified on Exhibit A.

8 **4.1.2 Second Civil Penalty**

9 On or before November 30, 2014, the Settling Defendant shall make a second civil penalty
10 payment in the amount identified on Exhibit A. The amount of the second penalty may be reduced
11 according to any penalty waiver the Settling Defendant is eligible for under Section 4.1.3.

12 **4.1.3 Reductions to Second Civil Penalty Payment Amount**

13 The Settling Defendant may reduce the amount of the second civil penalty payment
14 identified on Exhibit A by providing Plaintiff with certification of certain efforts undertaken to
15 reformulate its Products or limit the ongoing sale of non-reformulated Products in California. The
16 options to provide a written certification in lieu of making a portion of the Settling Defendant’s
17 civil penalty payment constitute material terms of this Consent Judgment, and with regard to such
18 terms, time is of the essence.

19 **4.1.4(i) Partial Penalty Waiver for Extended Reformulation**

20 As shown on Exhibit A, a portion of the second civil penalty shall be waived, to the extent
21 that the Settling Defendant has agreed that, as of March 15, 2014, and continuing into the future, it
22 shall only manufacture or import for distribution or sale in California or cause to be manufactured
23 or imported for distribution or sale in California, Reformulated Products which also do not contain
24 tris(2,3-dibromopropyl)phosphate (“TDBPP”) in a detectable amount of more than 25 parts per
25 million (“ppm”) (the equivalent of .0025%) in any material, component, or constituent of a subject
26 product, when analyzed by an accredited laboratory pursuant to EPA testing methodologies 3545
27 and 8270C, or equivalent methodologies utilized by federal or state agencies to determine the
28 presence, and measure the quantity, of TDBPP in a solid substance. An officer or other authorized

1 representative of the Settling Defendant, upon its exercise of this election, shall provide Plaintiff
2 with a written certification confirming compliance with such conditions, which certification must
3 be received by Plaintiff's counsel on or before November 15, 2014.

4 **4.1.4(ii) Partial Penalty Waiver for Withdrawal of Unreformulated**
5 **Exemplar Products from the California Market**

6 As shown on Exhibit A, a portion of the second civil penalty shall be waived, if an officer or
7 other authorized representative of the Settling Defendant provides Plaintiff with written
8 certification, by March 28, 2014, confirming that each individual or establishment in California to
9 which it supplied the Exemplar Product(s) after October 28, 2011, has elected, pursuant to Section
10 3.2, to return all Exemplar Product(s) held for sale in California.

11 **4.1.4(iii) Partial Penalty Waiver for Termination of Distribution to**
12 **California of Unreformulated Inventory**

13 As shown on Settling Defendant's Exhibit A, a portion of the second civil penalty shall be
14 waived, if an officer or other authorized representative of the Settling Defendant provides Plaintiff
15 with written certification, on or before November 15, 2014, confirming that, as of July 1, 2014, it
16 has and will continue to distribute, offer for sale, or sell in California, or to California Customers,
17 only Reformulated Products.

18 **4.2 Representation**

19 The Settling Defendant represents that the sales data and other information concerning its
20 size, knowledge of TDCPP, and prior reformulation and/or warning efforts, it provided to Plaintiff
21 was truthful to its knowledge and a material factor upon which Plaintiff has relied to determine the
22 amount of civil penalties assessed pursuant to Health & Safety Code section 25249.7 in this
23 Consent Judgment. If, within nine months of the Effective Date, Plaintiff discovers and presents to
24 Settling Defendant, evidence demonstrating that the preceding representation and warranty was
25 materially inaccurate, then the Settling Defendant and Plaintiff shall have thirty days to meet and
26 confer regarding the Plaintiff's contention. Should this thirty day period pass without any such
27 resolution between the Plaintiff and the Settling Defendant, Plaintiff shall be entitled to file a formal
28 legal claim including, but not limited to, a claim for damages for breach of contract.

1 The Settling Defendant further represents that in implementing the requirements set forth in
2 Section 3 of this Consent Judgment, it will voluntarily employ commercial best efforts to achieve
3 reformulation of its Products on a nationwide basis and not employ statements that will encourage a
4 vendor to limit its compliance with the Reformulation Standard to goods intended for sale to
5 California Consumers.

6 **4.3 Stipulated Penalties for Certain Violations of the Reformulation Standard**

7 If Plaintiff provides notice and appropriate supporting information to the Settling Defendant
8 that levels of TDCPP (and TDBPP, if a penalty waiver is received pursuant to section 4.1.4(i)) in
9 excess of the Reformulation Standard have been detected in one or more Products labeled or
10 otherwise marked in an identifiable manner as manufactured or imported after a deadline for
11 meeting the Reformulation Standard has arisen under Section 3 or Section 4.1.4(i), the Settling
12 Defendant may elect to pay a stipulated penalty to relieve any further potential liability under
13 Proposition 65 or sanction under this Consent Judgment as to Products sourced from the vendor in
14 question.¹ The stipulated penalty shall be \$1,500 if the violation level is below 100 ppm and
15 \$3,000 if the violation level is between 100 ppm and 249 ppm, this being applicable for any amount
16 in excess of the Reformulation Standards but under 250 ppm.² Plaintiff shall further be entitled to
17 reimbursement of his associated expense in an amount not to exceed \$5,000 regardless of the
18 stipulated penalty level. The Settling Defendant must provide notice and appropriate supporting
19 information relating to the purchase (e.g. vendor name and contact information including
20 representative, purchase order, certification (if any) received from vendor for the exemplar or
21 subcategory of products), test results, and a letter from a company representative or counsel
22 attesting to the information provided, to Plaintiff within thirty calendar days of receiving test results
23
24

25 ¹ This Section shall not be applicable where the vendor in question had previously been
26 found by the Settling Defendant to have provided unreliable certifications as to meeting the
27 Reformulation Standard in its Products on more than one occasion. Notwithstanding the foregoing,
a stipulated penalty for a second exceedance by the Settling Defendant's vendor at a level between
100 and 249 ppm shall not be available after July 1, 2015.

28 ² Any stipulated penalty payments made pursuant to this Section should be allocated and
remitted in the same manner as set forth in Sections 4.1 and 4.5, respectively.

1 from Plaintiff's counsel. Any violation levels at or above 250 ppm shall be subject to the full
2 remedies provided pursuant to this Consent Judgment and at law.

3 **4.4 Reimbursement of Fees and Costs**

4 The Parties acknowledge that Plaintiff and his counsel offered to resolve this dispute
5 without reaching terms on the amount of fees and costs to be reimbursed to him, thereby leaving
6 this fee reimbursement issue to be resolved after the material terms of the agreement had been
7 settled. Shortly after the other settlement terms had been finalized, the Settling Defendant
8 expressed a desire to resolve the fee and cost issue. The Settling Defendant then agreed to pay
9 Plaintiff and his counsel under general contract principles and the private attorney general doctrine
10 codified at California Code of Civil Procedure section 1021.5 for all work performed through the
11 mutual execution of this agreement, including the fees and costs incurred as a result of
12 investigating, bringing this matter to the Settling Defendant's attention, negotiating a settlement in
13 the public interest, and seeking court approval of the same. The Settling Defendant more
14 specifically agreed, upon the Court's approval and entry of this Consent Judgment, to pay
15 Plaintiff's counsel the amount of fees and costs indicated on Exhibit A. The Settling Defendant
16 further agreed to tender and shall tender its full required payment under this Section to a trust
17 account at The Chanler Group (made payable "In Trust for The Chanler Group") within ten
18 business days of the Entry Date. Such funds shall be released from the trust account upon the
19 Court's approval and entry of this Consent Judgment.

20 **4.5 Payment Procedures**

21 **4.5.1 Issuance of Payments**

22 (a) All payments owed to Plaintiff and his counsel, pursuant to Sections
23 4.1 and 4.2 shall be delivered to the following payment address:

24 The Chanler Group
25 Attn: Proposition 65 Controller
26 2560 Ninth Street
27 Parker Plaza, Suite 214
28 Berkeley, CA 94710

1 (b) All payments owed to OEHHA (EIN: 68-0284486), pursuant to
2 Section 4.1, shall be delivered directly to OEHHA (Memo line "Prop 65 Penalties") at one
3 of the following addresses, as appropriate:

4 For United States Postal Service Delivery:

5 Mike Gyurics
6 Fiscal Operations Branch Chief
7 Office of Environmental Health Hazard Assessment
8 P.O. Box 4010
9 Sacramento, CA 95812-4010

10 For Non-United States Postal Service Delivery:

11 Mike Gyurics
12 Fiscal Operations Branch Chief
13 Office of Environmental Health Hazard Assessment
14 1001 I Street
15 Sacramento, CA 95814

16 **4.5.2 Proof of Payment to OEHHA**

17 A copy of each check payable to OEHHA shall be mailed, simultaneous with payment, to
18 The Chanler Group at the address set forth in Section 4.5.1(a) above, as proof of payment to
19 OEHHA.

20 **4.5.3 Tax Documentation**

21 The Settling Defendant shall issue a separate 1099 form for each payment required by this
22 Section to: (a) Laurence Vinocur, whose address and tax identification number shall be furnished
23 upon request after this Consent Judgment has been fully executed by the Parties; (b) OEHHA, who
24 shall be identified as "California Office of Environmental Health Hazard Assessment" (EIN: 68-
25 0284486) in the 1099 form, to be delivered directly to OEHHA, P.O. Box 4010, Sacramento, CA
26 95814, and (c) "The Chanler Group" (EIN: 94-3171522) to the address set forth in Section 4.5.1(a)
27 above.

28 **5. CLAIMS COVERED AND RELEASED**

5.1 Plaintiff's Release of Proposition 65 Claims

Plaintiff, acting on his own behalf and in the public interest, releases the Settling Defendant,
its parents, subsidiaries, affiliated entities under common ownership, directors, officers, agents
employees, attorneys, and each entity to whom the Settling Defendant directly or indirectly

1 distributes or sells Products, including, but not limited, to downstream distributors, wholesalers,
2 customers, retailers, franchisees, cooperative members, and licensees (collectively, "Releasees"),
3 from all claims for violations of Proposition 65 through the Effective Date based on unwarned
4 exposures to the TDCPP in the Products, as set forth in the Notice, Supplemental Notice, and
5 Complaint. Compliance with the terms of this Consent Judgment constitutes compliance with
6 Proposition 65 with respect to exposures to TDCPP from the Products, as set forth in the Notice,
7 Supplemental Notice, and Complaint. The Parties further understand and agree that this Section 5.1
8 release shall not extend upstream to any entities.

9 **5.2 Plaintiff's Individual Releases of Claims**

10 Plaintiff, in his individual capacity only and *not* in his representative capacity, provides a
11 release herein which shall be effective as a full and final accord and satisfaction, as a bar to all
12 actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims,
13 liabilities, and demands of Plaintiff of any nature, character, or kind, whether known or unknown,
14 suspected or unsuspected, limited to and arising out of alleged or actual exposures to TDCPP (and
15 TDBPP, if a penalty waiver is received pursuant to section 4.1.4(i)) in the Products manufactured,
16 imported, distributed, or sold by the Settling Defendant prior to the Effective Date. The Parties
17 further understand and agree that this Section 5.2 release shall not extend upstream to any entities
18 that manufactured the Products, or any component parts thereof, or any distributors or suppliers
19 who sold the Products, or any component parts thereof, to Settling Defendant.

20 Nothing in this Section 5 affects Plaintiff's right to commence or prosecute an action under
21 Proposition 65 against a Releasee that does not involve the Settling Defendant's Products.

22 **5.3 Settling Defendant's Release of Plaintiff**

23 The Settling Defendant, on behalf of itself, its past and current agents, representatives,
24 attorneys, successors, and assignees, hereby waives any and all claims against Plaintiff and his
25 attorneys and other representatives, for any and all actions taken or statements made (or those that
26 could have been taken or made) by Plaintiff and his attorneys and other representatives, whether in
27 the course of investigating claims or otherwise seeking to enforce Proposition 65 against it in this
28 matter with respect to the Products.

1 **COURT APPROVAL**

2 This Consent Judgment is not effective until it is approved and entered by the Court and
3 shall be null and void if, for any reason, it is not approved and entered by the Court within one year
4 after it has been fully executed by the Parties. If the Court does not approve the Consent Judgment,
5 the Parties shall meet and confer as to whether to modify the language or appeal the ruling. If the
6 Parties do not jointly agree on a course of action to take, then the case shall proceed in its normal
7 course on the Court's trial calendar. If the Court's approval is ultimately overturned by an appellate
8 court, the Parties shall meet and confer as to whether to modify the terms of this Consent Judgment.
9 If the Parties do not jointly agree on a course of action to take, then the case shall proceed in its
10 normal course on the Court's trial calendar. In the event that this Consent Judgment is entered by
11 the Court and subsequently overturned by any appellate court, any monies that have been provided
12 to OEHHA, Plaintiff or his counsel pursuant to Section 4, above, shall be refunded within fifteen
13 days of the appellate decision becoming final. If the Court does not approve and enter the Consent
14 Judgment within one year of the Effective Date, any monies that have been provided to OEHHA or
15 held in trust for Plaintiff or his counsel pursuant to Section 4, above, shall be refunded to the
16 Settling Defendant within fifteen days.

17 **GOVERNING LAW**

18 The terms of this Consent Judgment shall be governed by the laws of the State of California.
19 In the event that Proposition 65 is repealed, preempted, or is otherwise rendered inapplicable by
20 reason of law generally, or if any of the provisions of this Consent Judgment are rendered
21 inapplicable or are no longer required as a result of any such repeal or preemption, or rendered
22 inapplicable by reason of law generally as to the Products, then the Settling Defendant may provide
23 written notice to Plaintiff of any asserted change in the law, and shall have no further obligations
24 pursuant to this Consent Judgment with respect to, and to the extent that, the Products are so
25 affected. Nothing in this Consent Judgment shall be interpreted to relieve the Settling Defendant
26 from any obligation to comply with any pertinent state or federal law or regulation.

27
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1 **8. NOTICES**

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

6 To Settling Defendant:

To Plaintiff:

7 At the address shown on Exhibit A

8 Proposition 65 Coordinator
9 The Chanler Group
10 2560 Ninth Street
11 Parker Plaza, Suite 214
12 Berkeley, CA 94710-2565

13 Either Party, from time to time, may specify in writing to the other Party a change of address to
14 which all notices and other communications shall be sent.

15 **9. COUNTERPARTS, FACSIMILE AND PDF SIGNATURES**

16 This Consent Judgment may be executed in counterparts and by facsimile or pdf signature,
17 each of which shall be deemed an original, and all of which, when taken together, shall constitute
18 one and the same document. A facsimile or pdf signature shall be as valid as the original.

19 **10. COMPLIANCE WITH HEALTH & SAFETY CODE SECTION 25249.7(f)**

20 Plaintiff and his attorneys agree to comply with the reporting form requirements referenced
21 in California Health & Safety Code section 25249.7(f).

22 **11. POST EXECUTION ACTIVITIES**

23 Plaintiff and Settling Defendant agree to support the entry of this agreement as a Consent
24 Judgment and obtain approval of the Consent Judgment by the Court in a timely manner. The
25 Parties acknowledge that, pursuant to California Health & Safety Code section 25249.7, a noticed
26 motion is required to obtain judicial approval of this Consent Judgment, which Plaintiff shall draft
27 and file. If any third party objection to the noticed motion is filed, Plaintiff and the Settling
28 Defendant shall work together to file a reply and appear at any hearing before the Court. This
provision is a material component of the Consent Judgment and shall be treated as such in the event
of a breach.


1 **12. MODIFICATION**

2 This Consent Judgment may be modified only: (1) by written agreement of the Parties and
3 upon entry of a modified Consent Judgment by the Court thereon; or (2) upon a successful motion
4 of any party and entry of a modified Consent Judgment by the Court.

5 **13. AUTHORIZATION**


6 The undersigned are authorized to execute this Consent Judgment on behalf of their
7 respective Parties and have read, understand, and agree to all of the terms and conditions of this
8 Consent Judgment.

9
10 AGREED TO:

11 
12 _____
13 Plaintiff Laurence Vinocur

14 Date: February 7, 2014

AGREED TO:

11 
12 _____
13 Joovy Holding Co.
14 President, Robert Gardner

Date: February 13, 2014

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EXHIBIT A

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I. Name of Settling Defendant (Mandatory) Joovy Holding Co.

II. Names of Releasees (Optional; May be Partial):
Babys "R" Us, Amazon, and BuyBuyBaby

III. Types of Covered Products Applicable to Settling Defendant: foam cushioned high chairs

IV. Settling Defendant's Required Settlement Payments
Civil Penalties of \$27,000, as follows:
\$4,000 initial payment due within ten days of the Entry Date; and
\$23,000 second payment due on or before November 30, 2014, of which \$12,000 may be waived pursuant to Section 4.1.4(i), \$6,000 may be waived pursuant to Section 4.1.4(ii), and \$5,000 may be waived pursuant to Section 4.1.4(iii).

V. Payment to The Chanler Group for reimbursement of attorneys' fees and costs:
Fees and Costs for Settling Defendant: \$35,250.

VI. Person(s) to receive Notices pursuant to Section 8

<u>Rob Gardner</u>	<u>GREG GARDNER</u>
Name	Name
<u>President</u>	<u>VP, COO</u>
Title	Title
Address: Joovy Holding Co. 2919 Canton Street Dallas, TX 75226	Address: Joovy Holding Co. 15281 BARBARCA PKWY UNIT H IRVING, CA 92618

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