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Attorneys for Plaintiff
PAUL WOZNIAK

FILED
MAR 13 2015
KIM TURNER, Court Executive Officer
MARIN COUNTY SUPERIOR COURT
By: T. Fraguero, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MARIN

UNLIMITED CIVIL JURISDICTION

PAUL WOZNIAK,

Plaintiff,

v.

U.S. MUSIC CORPORATION; *et al.*,

Defendants.

Case No. CIV1402210

[~~PROPOSED~~] JUDGMENT PURSUANT TO TERMS OF PROPOSITION 65 SETTLEMENT AND CONSENT JUDGMENT AS TO SAM ASH MUSIC CORPORATION

Date: 3/13/15
Time: 9:00 am
Dept.: E
Judge: Paul M. Haakanson

In the above-entitled action, plaintiff Paul Wozniak, and defendant U.S. Music Corporation having agreed through their respective counsel that Judgment be entered pursuant to the terms of their settlement agreement in the form of a [Proposed] Consent Judgment ("Consent Judgment"), and following this Court's issuance of an Order approving this Proposition 65 settlement and Consent Judgment on 3-13-15.

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

IT IS SO ORDERED.

Dated: MAR 13 2015

PAUL M. HAAKENSON
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

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PAUL WOZNIAK

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MARIN

UNLIMITED CIVIL JURISDICTION

PAUL WOZNIAK, Plaintiff, v. SAM ASH MUSIC CORPORATION; U.S. MUSIC CORPORATION; WASHBURN INTERNATIONAL, INC.; *et al.*, Defendants.	Case No. CIV1402210 **[PROPOSED] CONSENT JUDGMENT** (Health & Safety Code § 25249.6 *et seq.*)

1. INTRODUCTION

1.1 Parties

This Consent Judgment is entered into by and between Paul Wozniak ("Wozniak" or "Plaintiff") and U.S. Music Corporation ("US Music" or "Defendant"), with Wozniak and US Music each individually referred to as a "Party" and collectively as the "Parties."

1.2 Plaintiff

Wozniak is an individual residing in California who seeks to promote awareness of exposures to toxic chemicals and improve human health by reducing or eliminating hazardous substances contained in consumer products.

1.3 Defendant

Plaintiff alleges US Music employs ten or more persons and is a "person in the course of doing business" for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, Health and Safety Code section 25249.6 *et seq*. ("Proposition 65").

1.4 General Allegations

Wozniak alleges that US Music manufactures, imports, sells, or distributes for sale in California, vinyl/PVC musical instrument cases containing di(2-ethylhexyl)phthalate ("DEHP") without first providing the exposure warning required by Proposition 65. DEHP is listed pursuant to Proposition 65 as a chemical known to the State of California to cause birth defects or other reproductive harm.

1.5 Product Description

The US Music products that are covered by this Consent Judgment are defined as vinyl/PVC musical instrument cases including, but not limited to, *Washburn Banjo Case, WBC82, #32210*, which are manufactured, imported, distributed, sold and/or offered for sale by US Music in the State of California, hereinafter the "Covered Products."

1.6 Notice of Violation

On or about February 7, 2014, Wozniak served US Music, others, and certain requisite public enforcement agencies with a 60-Day Notice of Violation ("Notice") alleging that US Music was in

violation of Proposition 65 for failing to warn its customers and consumers in California that the Covered Products expose users to DEHP.

1.7 Complaint

On June 10, 2014 Wozniak filed the instant action ("Complaint"), naming US Music and others as defendants for the alleged violations of Health and Safety Code section 25249.6 that are the subject of the Notice.

1.8 No Admission

US Music and all others named in the Notice and the Complaint deny the material, factual, and legal allegations contained in the Notice and Complaint, and maintain that all of the products they have sold and distributed for sale in California, including the Covered Products, have been, and are, in compliance with all laws. Nothing in this Consent Judgment shall be construed as an admission of any fact, finding, conclusion of law, issue of law, or violation of law, nor shall compliance with this Consent Judgment constitute or be construed as an admission of any fact, finding, conclusion of law, issue of law, or violation of law. This Section shall not, however, diminish or otherwise affect US Music's obligations, responsibilities, and duties under this Consent Judgment.

1.9 Jurisdiction

For purposes of this Consent Judgment only, the Parties stipulate that this Court has jurisdiction over US Music as to the allegations in the Complaint, that venue is proper in the County of Marin, and that this Court has jurisdiction to enter and enforce the provisions of this Consent Judgment.

1.10 Effective Date

For purposes of this Consent Judgment, the term "Effective Date" means the date that the Court enters this Consent Judgment as a judgment of the Court, as contemplated by this Consent Judgment.

2. INJUNCTIVE RELIEF: REFORMULATION AND WARNINGS

2.1 Reformulation Standards

"Reformulated Products" for purposes of this Consent Judgment are defined as Covered Products that contain DEHP in accessible components in concentrations of less than 0.1 percent (1,000 parts per million) when analyzed pursuant to U.S. Environmental Protection Agency testing methodologies 3580A and 8270C or any other methodologies selected by US Music that are utilized by federal or state agencies for the purpose of determining the DEHP content in a solid substance and suitable for the material being tested. "Accessible component" as used in this Consent Judgment means a component of a Covered Product that is likely to be touched by a person during normal and reasonably foreseeable use.

2.2 Product Warnings

Although denying any legal obligation to do so, US Music asserts it began taking reasonable steps shortly after receipt of the Notice to label Covered Products intended for sale in California with language that complies with Title 27, California Code of Regulations, § 25603. Commencing on or before the Effective Date, all Covered Products manufactured, imported or acquired for distribution in California by US Music shall either comply with the Reformulation Standards stated in Section 2.1 above or shall be provided by US Music with clear and reasonable warnings as set forth in this Section 2.2 after inventories of product with existing warnings are exhausted. There is no obligation to recall or withdraw any Covered Products from the marketplace, or to take any other remedial action with regard to Covered Products already in retail or wholesale distribution. Each warning shall be prominently placed with such conspicuousness as compared with other words, statements, designs, or devices as to render it likely to be read and understood by an ordinary individual under customary conditions before purchase or use, and shall be provided in a manner reasonably calculated to provide notice to the consumer as to which *specific* Covered Product the warning applies, so as to minimize the risk of consumer confusion, in conformity with OEHHA regulations in effect at the time this Consent Judgment is executed. In each of the warnings stated in this Section

2.2, the word "WARNING" may be preceded by "PROPOSITION 65" or "CALIFORNIA PROPOSITION 65" at the seller's option.

(a) Retail Store Sales.

(i) Product Labeling. US Music shall affix or cause to be affixed a warning to the packaging, labeling, or directly on each Covered Product that US Music intends to be provided for sale in retail outlets in California that states:

WARNING: This product contains DEHP, a chemical known to the State of California to cause cancer, birth defects and other reproductive harm.

Or

WARNING: This product contains phthalate chemicals known to the State of California to cause cancer, birth defects and other reproductive harm.

(ii) Point-of-Sale Warnings. As an alternative to subparagraph (i) above, US Music may provide or cause to be provided warning signs in the form below to its retailer customers in California with instructions to post the warnings in close proximity to the point of display of the Covered Products. Such instruction sent to US Music's customers shall be sent by certified mail, return receipt requested.

WARNING: This product contains DEHP, a chemical known to the State of California to cause cancer, birth defects and other reproductive harm.

Or

WARNING: This product contains phthtalate chemicals known to the State of California to cause cancer, birth defects and other reproductive harm.

Where more than one Product is sold in proximity to other like items or to those that do not require a warning (*e.g.,* Reformulated Products as defined in Section 2.1), the following statement shall be used:[1]

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[1]For purposes of the Settlement Agreement, "sold in proximity" shall mean that the Product and another similar product are offered for sale close enough to each other that the consumer, under customary conditions of purchase, could not reasonably determine which of the two products is subject to the warning sign.

WARNING: The following products contain DEHP, a chemical known to the State of California to cause cancer, birth defects and other reproductive harm:

[*list products for which warning is required*]

Or

WARNING: This product contains phthalate chemicals known to the State of California to cause cancer, birth defects and other reproductive harm.

[*list products for which warning is required*]

(b) Mail Order Catalog and Internet Sales. In the event that US Music sells Covered Products that are not Reformulated Products via mail order catalog and/or the internet, to customers located in California, US Music shall provide or cause to be provided warnings for such Covered Products sold via mail order catalog or the internet to California residents. Warnings given in the mail order catalog or on the internet shall identify the *specific* Product to which the warning applies as further specified in Sections 2.2(b)(i) and (ii), and shall be provided in the next mail order catalog printed, and shall be provided on the internet no longer than thirty days after the Effective Date.

(i) Mail Order Catalog Warning. Any warning provided in a mail order catalog intended by US Music to offer products for sale in California shall be in the same type size or larger than the Product description text within the catalog. The following warning shall be provided on the same page and in the same location as the display and/or description of the Product:

WARNING: This product contains DEHP, a chemical known to the State of California to cause cancer, birth defects and other reproductive harm. Or

Or

WARNING: This product contains phthalate chemicals known to the State of California to cause cancer, birth defects and other reproductive harm.

Where it is impracticable to provide the warning on the same page and in the same location as the display and/or description of the Product, US Music may utilize a designated symbol to cross reference the applicable warning and shall define the term "designated symbol" with the following language on the inside of the front cover of the catalog or on the same page as any order form for the Product(s):

WARNING: Certain products identified with this symbol ▼ and offered for sale in this catalog contain DEHP, a chemical known to the State of California to cause cancer, birth defects and other reproductive harm.

Or

WARNING: Certain products identified with this symbol ▼ and offered for sale in this catalog contain phthalate chemicals known to the State of California to cause cancer, birth defects and other reproductive harm.

The designated symbol must appear on the same page and in close proximity to the display and/or description of the Product. On each page where the designated symbol appears, US Music must provide a header or footer directing the consumer to the warning language and definition of the designated symbol.

(ii) Internet Website Warning. A warning shall be given in conjunction with the sale of the Covered Products by US Music via the internet that are shipped to California addresses, which warning shall appear either: (a) on the same web page on which a Product is displayed; (b) on the same web page as the order form for a Product; (c) on the same page as the price for any Product; or (d) on one or more web pages displayed to a purchaser during the checkout process. The following warning statement shall be used and shall appear in any of the above instances adjacent to or immediately following the display, description, or price of the Product for which it is given in the same type size or larger than the Product description text:

WARNING: This product contains DEHP, a chemical known to the State of California to cause cancer, birth defects and other reproductive harm.

Or

WARNING: This product contains phthalate chemicals known to the State of California to cause cancer, birth defects and other reproductive harm.

Alternatively, the designated symbol may appear adjacent to or immediately following the display, description, or price of the Product for which a warning is being given, provided that the following warning statement also appears elsewhere on the same web page, as follows:

WARNING: This product contains DEHP a chemical known to the State of California to cause cancer, birth defects and other reproductive harm.

Or

WARNING: This product contains phthalate chemicals known to the State of California to cause cancer, birth defects and other reproductive harm.

US Music's obligations under this Section 2.2(b)(ii) will be satisfied by providing the warnings called for by this Section as to internet sales made directly to consumers by US Music, and as to internet sales by others, by US Music informing its immediate downstream customer of these requirements at the time US Music sells or ships the product to the downstream customer.

3. MONETARY SETTLEMENT TERMS

3.1 Civil Penalty Payments

Pursuant to Health and Safety Code section 25249.7(b), in settlement of all the claims referred to in this Consent Judgment, US Music shall pay $8,000 in civil penalties. Each civil penalty payment shall be allocated according to Health and Safety Code section 25249.12(c)(1) and (d) with seventy-five percent (75%) of the funds paid to the California Office of Environmental Health Hazard Assessment ("OEHHA") and twenty-five percent (25%) of the funds remitted to Wozniak.

3.1.1 Initial Civil Penalty

No more than five calendar days after mutual execution of this Consent Judgment by the parties, US Music shall issue a check for its initial civil penalty payment in the amount of $3,000 to "Duane Morris, LLP." Duane Morris, LLP shall provide The Chanler Group with written confirmation within five days of receipt that the funds have been deposited in a trust account. Within one week of the Effective Date of this Consent Judgment, Duane Morris, LLP shall issue two separate checks for the initial civil penalty payment to "OEHHA" and "Paul Wozniak, Client Trust Account."

3.1.2 Final Civil Penalty

On or before March 30, 2015, US Music shall make a final civil penalty payment of $5,000. Pursuant to title 11 California Code of Regulations, section 3203(c), Wozniak agrees that the final civil penalty payment shall be waived in its entirety if, no later than March 15, 2015, an officer of US Music provides Wozniak with written certification that all of the Covered Products purchased for

sale or manufactured for sale in California as of the date of such certification are Reformulated Products as defined by Section 2.1, and that US Music will continue to offer only Reformulated Products in California in the future. The option to certify reformulation in lieu of making the final civil penalty payment required by this Section is a material term and time is of the essence.

3.2 Reimbursement of Fees and Costs

The parties acknowledge that Wozniak and his counsel offered to resolve this dispute without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving the issue to be resolved after the material terms of this Consent Judgment had been settled. Shortly after the other settlement terms had been finalized, US Music expressed a desire to resolve Wozniak's fees and costs. The Parties then attempted to (and did) reach an accord on the compensation due to Wozniak and his counsel under general contract principles and the private attorney general doctrine codified at California Code of Civil Procedure section 1021.5 for all work, fees and costs incurred by or on behalf of Wozniak investigating, bringing this matter to the attention of Defendants and public officials, negotiating a settlement in the public interest, obtaining the Court's approval of this Consent Judgment and otherwise incurred (and to be incurred) relative to the Notice, this action and this Consent Judgment but not including any fees or costs that may be incurred by Wozniak and his counsel on appeal, if any, or in enforcement of the terms of this Consent Judgment. US Music shall, no more than five calendar days after mutual execution of this Consent Judgment by the parties, issue a check payable to "Duane Morris, LLP" in the amount of fees and costs of $33,500 to be held in trust by Duane Morris, LLP for The Chanler Group. Duane Morris, LLP shall provide The Chanler Group with written confirmation within five days of receipt that the funds have been deposited in a trust account. Within one week of the Effective Date of this Consent Judgment, Duane Morris, LLP shall issue a check payable to "The Chanler Group" to the address found in Section 3.3.1 below.

3.3 Payment Procedures

Except for the final civil penalty payment required by Section 3.1.2, all payments due under this Consent Judgment are to be delivered within five days of the mutual execution of this Consent

Judgment to Duane Morris, LLP, and released within five days of the Effective Date according to the following subsections.

3.3.1 Payment Addresses

(a) All payments and tax documentation for Wozniak and his counsel shall be delivered to:

The Chanler Group
Attn: Proposition 65 Controller
2560 Ninth Street
Parker Plaza, Suite 214
Berkeley, CA 94710

(b) All payments and tax documentation for OEHHA shall be delivered to OEHHA (Checks with memo line "Prop 65 Penalties") at one of the following addresses, as appropriate:

For United States Postal Service Delivery:

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

For Non-United States Postal Service Delivery or Courier:

Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
1001 I Street
Sacramento, CA 95812-4010

3.3.2 Proof of Payment to OEHHA

US Music shall provide Wozniak's counsel with a copy of the checks sent to OEHHA enclosed with the payments to Wozniak and his counsel sent to the address in Section 3.3.1(a).

4. CLAIMS COVERED AND RELEASED

4.1 Wozniak's Public Release of Proposition 65 Claims

Wozniak, acting on his own behalf and in the public interest, releases US Music, each person or entity named in the Notice or as a defendant in this action, each of their parents, subsidiaries, affiliated entities under common ownership, directors, officers, employees,

shareholders and attorneys, and each of their predecessors in interest and successors in interest ("Releasees") and each entity to whom any of them directly or indirectly distributes or sells the Covered Products, including but not limited to their downstream distributors, wholesalers, customers, retailers, franchisers, cooperative members, licensors, and licensees, and each of their parents, subsidiaries, affiliated entities under common ownership, directors, officers, employees, shareholders and attorneys, and each of their predecessors in interest and successors in interest ("Downstream Releasees") for any and all actual or alleged violations arising under Proposition 65 for unwarned exposures to DEHP from Covered Products manufactured, imported, acquired for distribution, distributed or sold, either directly or indirectly, by or on behalf of US Music prior to the Effective Date, as set forth in the Notice. Compliance with the terms of this Consent Judgment constitutes compliance with Proposition 65 with respect to DEHP in Covered Products.

4.2 Wozniak's Individual Release of Claims

Wozniak, in his individual capacity only and *not* in his representative capacity, also provides a release to US Music, Releasees, and Downstream Releasees which shall be effective as a full and final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of Wozniak of any nature, character or kind, whether known or unknown, suspected or unsuspected, arising out of alleged or actual exposures to DEHP from Covered Products manufactured, imported, acquired for distribution, distributed or sold, either directly or indirectly, by or on behalf of US Music before the Effective Date.

4.3 US Music's Release of Wozniak

US Music, on its own behalf, and on behalf of its past and current agents, representatives, attorneys, successors, and assignees, hereby waives any and all claims against Wozniak and his attorneys and other representatives, for any and all actions taken or statements made by Wozniak and his attorneys and other representatives, whether in the course of investigating claims, otherwise seeking to enforce Proposition 65 against it in this matter, or with respect to the Covered Products.

4.4 Dismissal of Other Defendants

No later than five days after the Court approves this Consent Judgment Wozniak shall file a Request for Dismissal of this action without prejudice as to all defendants except US Music, including but not limited to Sam Ash Music Corporation, Washburn International, Inc. and all DOE defendants.

4.5 No Other Known Claims or Violations

Wozniak and Wozniak's counsel affirm that they are not presently aware of any actual or alleged violations of Proposition 65 by US Music any or its affiliated companies other than those that are fully resolved by this Consent Judgment. This Paragraph does not, however, provide a release for any unknown, actual or alleged violations involving other substances and/or product categories, if any, nor does it limit or expand the scope of the release provided by Paragraphs 4.1 and 4.2 for Covered Products.

5. COURT APPROVAL

This Consent Judgment is not effective until it is approved and entered by the Court and shall be null and void if, for any reason, it is not approved and entered by the Court within one year after it has been fully executed by the Parties. If this Consent Judgment is not approved by the Court, (a) this Consent Judgment and any and all prior agreements between the Parties merged herein shall terminate and become null and void, and the action shall revert to the status that existed on the execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall have any effect, nor shall any such matter be admissible in evidence for any purpose in this action, or in any other proceeding; and (c) the Parties agree to meet and confer to determine whether to modify the terms of the Consent Judgment and to resubmit it for approval.

6. GOVERNING LAW

The terms of this Consent Judgment shall be governed by the laws of the state of California and apply within the state of California. In the event that Proposition 65 is repealed, preempted, or is otherwise rendered inapplicable by reason of law generally, or as to the Covered Products, then

US Music may provide written notice to Wozniak of any asserted change in the law, and shall have no further obligations pursuant to this Consent Judgment with respect to, and to the extent that, the Covered Products are so affected. Nothing in this Consent Judgment shall be interpreted to relieve US Music from any obligation to comply with any pertinent state or federal toxics control laws.

7. NOTICE

Unless specified herein, all correspondence and notice required by this Consent Judgment shall be in writing and sent by: (i) personal delivery; (ii) first-class, registered, or certified mail, return receipt requested; or (iii) a recognized overnight courier to the following addresses:

For US Music:

Barry Ryan, President
U.S. Music Corporation
1000 Corporate Grove Drive
Buffalo Grove, IL 60089

with a copy to:

Paul S. Rosenlund, Esq.
Duane Morris, LLP
One Market Plaza, Spear Tower
Suite 2200
San Francisco, CA 94105-1127

For Wozniak:

The Chanler Group
Attn: Proposition 65 Coordinator
2560 Ninth Street
Parker Plaza, Suite 214
Berkeley, CA 94710

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

8. COUNTERPARTS; FACSIMILE SIGNATURES

This Consent Judgment may be executed in counterparts and by facsimile or portable document format (PDF) signature, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

9. POST EXECUTION ACTIVITIES

Wozniak shall comply with the reporting form requirements referenced in Health and Safety Code section 25249.7(f). The Parties further acknowledge that, pursuant to Health and Safety Code section 25249.7(f), a noticed motion is required to obtain judicial approval of the settlement. In furtherance of obtaining such approval, Wozniak and US Music agree to mutually employ reasonable best efforts, and that of their counsel, to support the entry of this agreement as judgment, and to obtain judicial approval of their settlement in a timely manner, as stated in this Consent Judgment. For purposes of this Section, "reasonable best efforts" shall include, at a minimum, cooperating with the drafting and filing of the necessary moving papers, and supporting the motion for judicial approval.

10. ENFORCEMENT

Any Party may, by motion, application for an order to show cause, or any other appropriate action before this Court, enforce the terms and conditions contained in this Consent Judgment. A Party may file such a motion, action or application only after that Party first provides 30 days' notice to the Party allegedly failing to comply with the terms and conditions of this Consent Judgment and attempts to resolve such Party's failure to comply in an open and good faith manner for a period of no less than 30 days, which efforts shall include an open exchange of the evidence pertaining to the claim or alleged violation. Should Plaintiff prevail on any motion, application to show cause, or other available remedy at law to enforce or redress an actual or alleged violation of this Consent Judgment, Plaintiff shall be entitled to his reasonable attorneys' fees and costs incurred as a result of such motion, application, or other remedy at law. Should US Music prevail on any motion application for an order to show cause or other proceeding, US Music may be awarded its reasonable attorneys' fees and costs as a result of such motion or application upon a finding by the Court that Plaintiff's prosecution of the motion or application lacked substantial justification. For the purposes of this Consent Judgment, the term substantial justification shall carry the same meaning as used in the Civil Discovery Act of 1986, Code of Civil Procedure Section 2016, *et seq.*

11. MODIFICATION

This Consent Judgment may be modified only by: (i) a written agreement of the Parties and entry of a modified consent judgment by the Court; or (ii) a successful motion or application of any Party, and the entry of a modified consent judgment by the Court.

12. AUTHORIZATION

The undersigned are authorized to execute this Consent Judgment and have read, understood, and agree to all of the terms and conditions contained herein.

AGREED TO:

Date: December 15, 2014

By: _____
PAUL WOZNIAK, Plaintiff

AGREED TO:

Date: _____

By: _____
Barry Ryan, President
U.S. MUSIC CORPORATION

11. MODIFICATION

This Consent Judgment may be modified only by: (i) a written agreement of the Parties and entry of a modified consent judgment by the Court; or (ii) a successful motion or application of any Party, and the entry of a modified consent judgment by the Court.

12. AUTHORIZATION

The undersigned are authorized to execute this Consent Judgment and have read, understood, and agree to all of the terms and conditions contained herein.

AGREED TO:

Date: _____

By: _____
PAUL WOZNIAK, Plaintiff

AGREED TO:

Date: December 15, 2014

By: Barry Ryan
Barry Ryan, President
U.S. MUSIC CORPORATION