

FILED

MAY 25 2016

JAMES M. KIM, Court Executive Officer  
MARIN COUNTY SUPERIOR COURT  
By: C. Lucchesi, Deputy

1 Laralei Paras, Bar No. 203319  
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  
LAURENCE VINOUCUR

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

11  
12 LAURENCE VINOUCUR,  
13 Plaintiff,  
14 v.  
15 POETRY CORPORATION, *et al.*,  
16 Defendants.

Case No. CIV1502071

**NOTICE OF ENTRY OF:**

1. **ORDER APPROVING PROPOSITION 65 SETTLEMENT AND CONSENT JUDGMENT; AND**
2. **JUDGMENT PURSUANT TO TERMS OF PROPOSITION 65 SETTLEMENT AND CONSENT JUDGMENT**

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TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD HEREIN:

PLEASE TAKE NOTICE that, on May 24, 2016, the Court signed the Order Approving Proposition 65 Settlement and Consent Judgment. A true and correct copy of the Order is attached hereto as Exhibit 1.

PLEASE TAKE FURTHER NOTICE that, on May 24, 2016, the Court signed and entered a Judgment Pursuant to Terms of Proposition 65 Settlement and Consent Judgment. A true and correct copy of the Judgment is attached as Exhibit 2.

Dated: May 24, 2016

Respectfully submitted,  
THE CHANLER GROUP



By: \_\_\_\_\_  
Laralei Paras  
Attorneys for Plaintiff  
LAURENCE VINOCUR

1 **PROOF OF SERVICE**

2 I am over 18 years of age and not a party to this action. I am employed in the county where  
3 the mailing took place. My business address is 2560 Ninth Street, Parker Plaza, Suite 214,  
4 Berkeley, California 94710-2565.

5 On May 25, 2016 I caused to be served the following document(s), described as,

6 **NOTICE OF ENTRY OF:**

- 7 **1. ORDER APPROVING PROPOSITION 65 SETTLEMENT AND CONSENT**
- 8 **JUDGMENT; AND**
- 9 **2. JUDGMENT PURSUANT TO TERMS OF PROPOSITION 65 SETTLEMENT**
- 10 **AND CONSENT JUDGMENT**

11 on each interested party as follows:

12 Matthew R. Orr, Esq.  
 13 Call & Jensen  
 14 610 Newport Center Drive, Suite 700  
 15 Newport Beach, CA 92660  
 16 *Attorneys for Poetry Corporation*

17 XXXXX (BY MAIL) I placed a true and correct copy of the foregoing document(s) in a sealed  
 18 envelope addressed to each interested party as set forth above. I placed each such envelope, with  
 19 postage thereon fully prepaid, for collection and mailing at The Chanler Group, located in Berkeley,  
 20 California. I am readily familiar with The Chanler Group's practice for collection and processing of  
 21 documents for mailing with the United States Postal Service. Under that practice, the documents  
 22 are deposited with the United States Postal Service on the same day in the ordinary course of  
 23 business.

24 Executed this 25<sup>th</sup> day of May 2016, at Berkeley, California. I declare under the penalty of  
 25 perjury under the laws of the State of California that the foregoing is true and correct.

26   
 27 \_\_\_\_\_  
 28 Lauren Harsma

# **EXHIBIT 1**

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Laralei S. Paras, State Bar No. 203319  
THE CHANLER GROUP  
2560 Ninth Street  
Parker Plaza, Suite 214  
Berkeley, CA 94710-2565  
Telephone: (510) 848-8880  
Facsimile: (510) 848-8118

Attorneys for Plaintiff  
LAURENCE VINOCUR

**FILED**

MAY 24 2016

JAMES M. KIM, Court Executive Officer  
MARIN COUNTY SUPERIOR COURT  
By: E. Chais, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF MARIN  
UNLIMITED CIVIL JURISDICTION

LAURENCE VINOCUR,  
Plaintiff,

v.

POETRY CORPORATION, *et al.*,  
Defendants.

Case No. CIV1502071

**[PROPOSED] ORDER APPROVING  
PROPOSITION 65 SETTLEMENT  
AND CONSENT JUDGMENT**

Date: May 24, 2016  
Time: 1:30 p.m.  
Dept.: L-24  
Judge: Hon. Geoffrey M. Howard

1 In the above-entitled action, Plaintiff LAURENCE VINOCUR and Defendant POETRY  
2 CORPORATION (collectively, the "Parties") having agreed through their respective counsel that  
3 judgment be entered pursuant to the terms of the Consent Judgment as to Defendant Poetry  
4 Corporation ("Consent Judgment") entered into by the above-referenced Parties and attached to  
5 the Judgment Pursuant to Terms of Proposition 65 Settlement and Consent Judgment as Exhibit  
6 1; and after consideration of the papers submitted and the arguments presented, the Court finds  
7 that the settlement agreement memorialized in the Consent Judgment meets the criteria  
8 established by Health and Safety Code § 25249.7(f), in that:

- 9 1. The injunctive relief required by the settlement complies with Proposition 65;
- 10 2. The reimbursement of fees and costs to be paid pursuant to the Parties' Consent  
11 Judgment is reasonable under California law; and
- 12 3. The civil penalty amount to be paid pursuant to the Parties' Consent Judgment is  
13 reasonable,

14 Accordingly, the Motion for Approval of the Proposition 65 Settlement is GRANTED.

15 **IT IS SO ORDERED.**

GEOFFREY M. HOWARD

17 Dated: MAY 24 2018

JUDGE OF THE SUPERIOR COURT

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# **EXHIBIT 2**

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Laralei S. Paras, State Bar No. 203319  
THE CHANLER GROUP  
2560 Ninth Street  
Parker Plaza, Suite 214  
Berkeley, CA 94710-2565  
Telephone: (510) 848-8880  
Facsimile: (510) 848-8118

Attorneys for Plaintiff  
LAURENCE VINOUCUR

**FILED**

MAY 24 2016

JAMES M. KIM, Court Executive Officer  
MARIN COUNTY SUPERIOR COURT  
By: E. Chais, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF MARIN  
UNLIMITED CIVIL JURISDICTION

LAURENCE VINOUCUR,  
Plaintiff,  
v.  
POETRY CORPORATION, *et al.*,  
Defendants.

Case No. CIV1502071

~~PROPOSED~~ JUDGMENT PURSUANT  
TO TERMS OF PROPOSITION 65  
SETTLEMENT AND CONSENT  
JUDGMENT

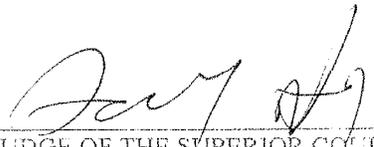
Date: May 24, 2016  
Time: 1:30 p.m.  
Dept.: L-24  
Judge: Hon. Geoffrey M. Howard

1 In the above-entitled action, Plaintiff LAURENCE VINOCCUR and Defendant POETRY  
2 CORPORATION (collectively, the "Parties") having agreed through their respective counsel that  
3 judgment be entered pursuant to the terms of their settlement agreement in the form of a Consent  
4 Judgment as to Defendant Poetry Corporation ("Consent Judgment"), and following this Court's  
5 issuance of an Order Approving Proposition 65 Settlement and Consent Judgment,

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

11 **IT IS SO ORDERED.**

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14 Dated: 5/24/16

  
JUDGE OF THE SUPERIOR COURT

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# **EXHIBIT 1**

1 Laralei Paras, State Bar No. 203319  
2 THE CHANLER GROUP  
3 2560 Ninth Street  
4 Parker Plaza, Suite 214  
5 Berkeley, CA 94710-2565  
6 Telephone: (510) 848-8880  
7 Facsimile: (510) 848-8118

8 Attorneys for Plaintiff  
9 LAURENCE VINOCUR

10 Matthew R. Orr, State Bar No. 211097  
11 CALL & JENSEN  
12 610 Newport Center Drive, Suite 700  
13 Newport Beach, CA 92660  
14 Telephone: (949) 717-3000  
15 Facsimile: (949) 717-3100

16 Attorneys for Defendant  
17 POETRY CORPORATION

18 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
19 COUNTY OF MARIN  
20 UNLIMITED CIVIL JURISDICTION

21 LAURENCE VINOCUR, ) Case No. CIV1502071  
22 )  
23 Plaintiff, ) [PROPOSED]  
24 ) CONSENT JUDGMENT AS TO  
25 ) DEFENDANT POETRY CORPORATION  
26 v. )  
27 )  
28 POETRY CORPORATION; and DOES 1- )  
150, inclusive, )  
Defendants. )  
\_\_\_\_\_ )

1     **1. INTRODUCTION**

2             **1.1 Laurence Vinocur, and Poetry Corporation**

3             This Consent Judgment is entered into by and between plaintiff Laurence Vinocur  
4             (“Vinocur” or “Plaintiff”) and defendant Poetry Corporation. (“Poetry” or “Defendant”), with  
5             Vinocur and poetry collectively referred to as the “Parties.”

6             **1.2 Laurence Vinocur**

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

10            **1.3 Poetry Corporation**

11            Vinocur alleges that Poetry employs ten or more persons and is a person in the course of  
12            doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986,  
13            California Health & Safety Code § 25249.5, *et seq.* (“Proposition 65”).

14            **1.4 General Allegations**

15            Vinocur alleges that Poetry has manufactured, imported, distributed and/or sold vinyl/PVC  
16            belts with di(2-ethylhexyl)phthalate (“DEHP”) for use in the State of California without the  
17            requisite Proposition 65 warnings. DEHP is listed pursuant to Proposition 65 as a chemical  
18            known to the State of California to cause reproductive harm.

19            **1.5 Notice of Violation**

20            Vinocur served Poetry and various public enforcement agencies with a document entitled  
21            “60-Day Notice of Violation”, dated March 13, 2015, alleging that Poetry violated Proposition 65  
22            by failing to warn consumers that vinyl/PVC belts including, but not limited to, the *Poetry*  
23            *Romper with Belt, S/#498682, #2964986211*, exposed users in California to DEHP (“Notice”). To  
24            the best of the parties’ knowledge, no public enforcer has prosecuted the allegations set forth in  
25            the Notice.

26            **1.6 Complaint**

27            On July 5, 2015, Vinocur filed a complaint in the Superior Court in and for the County of  
28            Alameda against Poetry and Does 1 through 150, *Vinocur v. Poetry Corporation, et al.*, Case No.

1 CIV1502071 ("Complaint" or "Action"), alleging violations of California Health & Safety Code  
2 § 25249.6, based on the alleged unwarned exposures to DEHP contained in certain vinyl/PVC  
3 belts sold by Poetry in the State of California.

4 **1.7 No Admission**

5 The Parties enter into this Consent Judgment as a full and final settlement of all claims that  
6 were raised in either the Notice or Complaint, or that could have been raised in the Notice or  
7 Complaint, arising out of the facts or conduct alleged therein. Poetry denies the material, factual  
8 and legal allegations contained in the Notice and the Complaint, and maintains that it is not a  
9 person subject to Proposition 65 and that all of the products it has manufactured, imported,  
10 distributed and/or sold in the State of California, including the Covered Products, as defined in  
11 Section 2.1 below, have been, and are, in compliance with all laws. Poetry does not admit any  
12 facts, conclusions, issues or violations of law including, but not limited to, any facts, conclusion of  
13 law, issue of law, or violation of law suggesting or demonstrating any violations of Proposition 65  
14 or any other statutory, common law or equitable requirements relating to DEHP in Covered  
15 Products, such being specifically denied by Poetry. Nothing in this Consent Judgment shall be  
16 construed as an admission by Poetry of any fact, conclusion of law, issue of law, or violation of  
17 law, nor shall compliance with this Consent Judgment constitute or be construed as an admission  
18 by Poetry of any fact, conclusion of law, issue of law, or violation of law. Nothing in this Consent  
19 Judgment shall prejudice, waive or impair any right, remedy, argument or defense Poetry may  
20 have in this or any other future legal proceedings. This Consent Judgment is the product of  
21 negotiation and compromise and is accepted by Poetry for purposes of settling, compromising,  
22 and resolving issues disputed in this action. However, this Section shall not diminish or otherwise  
23 affect the obligations, responsibilities and duties of Poetry under this Consent Judgment.

24 **1.8 Consent to Jurisdiction**

25 For purposes of this Consent Judgment only, Poetry stipulates that this Court has  
26 jurisdiction over Poetry as to the allegations contained in the Complaint, that venue is proper in  
27 the County of Marin and that this Court has jurisdiction to enter and enforce the provisions of this  
28 Consent Judgment.

1 **2. DEFINITIONS**

2 **2.1** "Covered Product[s]" means vinyl/PVC belts containing DEHP, including, but not  
3 limited to, *Poetry Romper with Belt, S/#498682, #2964986211*, which are manufactured,  
4 imported, sold and/or distributed for sale in California by Poetry.

5 **2.2** For purposes of this Consent Judgment, the term "Execution Date" shall mean the  
6 date that this Consent Judgment is signed on behalf of all Parties.

7 **2.3** For purposes of this Consent Judgment, the term "Effective Date" shall mean the  
8 date that this Consent Judgment is entered by the Court.

9 **3. INJUNCTIVE RELIEF: PRODUCT REFORMULATION**

10 **3.1 Reformulation Commitment and Standards**

11 By the later of March 30, 2016 or the Effective Date, Covered Products Poetry  
12 manufactures or imports for distribution or sale in California shall contain less than or equal to  
13 1,000 parts per million ("ppm") each of DEHP, when analyzed pursuant to U.S. Environmental  
14 Protection Agency testing methodologies 3580A and 8270C, or equivalent methodologies utilized  
15 by federal or state agencies for the purpose of determining DEHP content in a solid substance  
16 ("Reformulated Products").

17 **3.2 Sales of Existing Inventory with Warnings**

18 Nothing in this Consent Judgment shall preclude Poetry from fulfilling customer orders,  
19 shipping, and/or selling in California its existing inventory of Covered Products. Any Covered  
20 Products received by Poetry prior to the later of March 30, 2016, or the Effective Date that do not  
21 qualify as Reformulated Products, and that Poetry sells, ships, distributes or offers for sale in  
22 California, shall be accompanied by a clear and reasonable warning, which reads: "**WARNING:**  
23 This product contains chemicals known to the State of California to cause cancer, and birth  
24 defects, or other reproductive harm" (hereinafter, "interim warnings").

25 **3.3 Reformulated Products are Deemed to Comply**

26 Reformulated Products shall be deemed to comply with Proposition 65 as it relates to the  
27 presence of DEHP in the Covered Products and shall be exempt from any Proposition 65 warning  
28 requirements regarding exposure to DEHP.

1     **4.    MONETARY PAYMENTS**

2           In settlement of all the claims referred to in this Consent Judgment, Poetry has been  
3 assessed a total of \$7,000 in civil penalties in accordance with this Section. Vinocur shall allocate  
4 each penalty payment as set forth in Sections 4.1 and 4.2 below in accordance with California  
5 Health & Safety Code § 25249.12(c)(1) & (d), with 75% of the funds remitted to the California  
6 Office of Environmental Health Hazard Assessment (“OEHHA”) and the remaining 25% of the  
7 penalty remitted to Vinocur.

8           **4.1    Initial Civil Penalty Payment Pursuant to Health & Safety Code § 25249.7(b)**

9           Within five (5) business days of mutual execution of this Consent Judgment, Poetry shall  
10 issue a check payable to “Call & Jensen Client Trust Account” in the amount of \$2,000. Call &  
11 Jensen shall provide The Chanler Group with written confirmation within five (5) days of receipt  
12 of the funds received pursuant to this paragraph that said funds have been deposited in the Call &  
13 Jensen trust account. Within five (5) calendar days of the Effective Date, Call & Jensen shall  
14 issue a check to “The Chanler Group in Trust for Laurence Vinocur” in the amount of \$2,000.

15           **4.2    Final Civil Penalty Pursuant to Health & Safety Code §25249.7(b)**

16           Poetry shall pay a final civil penalty in the amount \$5,000 on or before March 30, 2016.  
17 However, the final civil penalty shall be waived in its entirety, if, on or before March 15, 2016, an  
18 Officer of Poetry certifies in writing that as of January 30, 2016, all Covered Products distributed,  
19 shipped, sold and/or offered for sale in California are Reformulated Products as defined by  
20 Section 3.1, and that Poetry will continue to distribute, ship, sell and offer for sale in California  
21 only Reformulated Products in the future. The certification in lieu of paying the final civil penalty  
22 provided by this Section is a material term, and time is of the essence. Unless waived, Poetry  
23 shall issue a check for its final civil penalty payment to “The Chanler Group in Trust for Laurence  
24 Vinocur.”

25           **4.3    Reimbursement of Plaintiff’s Fees and Costs**

26           The Parties reached an accord on the compensation due to Vinocur and his counsel under  
27 general contract principles and the private attorney general doctrine codified at California Code of  
28 Civil Procedure section 1021.5, for all work performed through the mutual execution of this

1 agreement, including the fees and costs incurred as a result of investigating, bringing this matter to  
2 Poetry's attention, negotiating a settlement in the public interest, and obtaining court approval of  
3 the same. Under these legal principles, Poetry shall pay the amount of \$25,000 to reimburse  
4 Plaintiff's fees and costs incurred investigating, litigating and enforcing this matter, including the  
5 fees and costs incurred (and yet to be incurred) negotiating, drafting, and obtaining the Court's  
6 approval of this Consent Judgment in the public interest. Within five (5) business days of the  
7 Execution Date, Poetry shall issue a check payable to "Call & Jensen Client Trust Account" in the  
8 amount of \$25,000 to be held in trust by Call & Jensen for The Chanler Group. Call & Jensen  
9 shall provide The Chanler Group with written confirmation within five (5) days of receipt that the  
10 funds have been deposited in the Call & Jensen trust account. Within five (5) calendar days of the  
11 Effective Date, Call & Jensen shall issue a check for \$25,000 payable to "The Chanler Group."

12 **4.4 Payment Procedures**

13 All payments to be made to Vinocur and his counsel pursuant to this agreement, shall be  
14 delivered to the following payment address:

15 The Chanler Group  
16 Attn: Proposition 65 Controller  
17 2560 Ninth Street  
18 Parker Plaza, Suite 214  
19 Berkeley, CA 94710

20 If for any reason this Consent Judgment is not entered by the Court within nine (9) months  
21 of the Execution Date, Plaintiff shall meet and confer with Poetry about mutually agreeable steps  
22 the parties can take for entry of the Consent Judgment. If such steps cannot be agreed upon  
23 between the Parties, Plaintiff shall promptly return to Poetry any and all monies paid by Poetry  
24 herein under Sections 4.1, 4.2 (if not waived) and 4.3 to Vinocur and The Chanler Group upon  
25 Poetry's written request.

26 **5. CLAIMS COVERED AND RELEASED**

27 **5.1 Vinocur's Release of Poetry**

28 In consideration of the promises and agreements contained herein and for the payments to  
be made pursuant to Section 4, above, Vinocur, acting on behalf of himself, his past and current  
agents, representatives, attorneys, successors, and/or assignees. and in the interest of the general

1 public pursuant to Health & Safety Code § 25249.7(d), hereby releases Poetry, its parents,  
2 subsidiaries, affiliated entities that are under common ownership, directors, officers, employees,  
3 attorneys, shareholders (“Defendant Releasees”), and all of its downstream distributors,  
4 wholesalers, customers, retailers, franchisees, cooperative members, licensors, licensees, and any  
5 other person or entity to whom they directly or indirectly distribute or sell Covered Products  
6 (“Downstream Defendant Releasees”), from any and all claims, including, without limitation, all  
7 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages,  
8 costs, fines, penalties, losses, or expenses (including, but not limited to, investigation fees, expert  
9 fees, and attorneys’ fees) of any nature whatsoever, fixed or contingent (collectively “Claims”)   
10 related to any alleged or actual violation of Proposition 65 that has been or could have been  
11 asserted by Vinocur in the public interest in his Notice and Complaint regarding the alleged failure  
12 to warn about exposure to DEHP in Covered Products manufactured, distributed, or sold by  
13 Poetry as set forth in the Notice prior to the Effective Date, and hereby waives all rights to  
14 institute or participate in, directly or indirectly, any such Claims, against poetry, Defendant  
15 Releasees, and Downstream Defendant Releasees.

16 **5.2 Vinocur’s Waiver of Section 1542**

17 Vinocur also, in his individual capacity only and *not* in his representative capacity,  
18 provides a general release herein to Poetry, Defendant Releasees, and Downstream Defendant  
19 Releasees which shall be effective as a full and final accord and satisfaction, as a bar to all actions,  
20 causes of action, obligations, costs, expenses, attorneys’ fees, damages, losses, claims, liabilities  
21 and demands of Vinocur of any nature, character or kind, known or unknown, suspected or  
22 unsuspected, arising out of alleged exposure to, or failure to warn of, DEHP under Proposition 65  
23 with respect to the Covered Products and Additional Products manufactured, distributed or sold by  
24 March 30, 2016, so long as the Consent Judgment is entered by the Court. Vinocur acknowledges  
25 that he is familiar with Section 1542 of the California Civil Code, which provides as follows:

26 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE  
27 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR  
28 AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM  
OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT  
WITH THE DEBTOR.

1 Vinocur, in his individual capacity only and *not* in his representative capacity, expressly  
2 waives and relinquishes any and all rights and benefits which he may have under, or which may be  
3 conferred on his by the provisions of Section 1542 of the California Civil Code as well as under  
4 any other state or federal statute or common law principle of similar effect, to the fullest extent  
5 that he may lawfully waive such rights or benefits pertaining to the released matters. In  
6 furtherance of such intention, the release hereby given shall be and remain in effect as a full and  
7 complete release notwithstanding the discovery or existence of any such additional or different  
8 claims or facts arising out of the released matters.

9 The Parties further understand and agree that this release shall not extend upstream to any  
10 entities who sold the Covered Products or Additional Products or any component parts thereof to  
11 poetry.

### 12 **5.3 Poetry's Release and Waiver of Section 1542**

13 Poetry waives any and all Claims against Vinocur, his attorneys, and his representatives  
14 for any and all actions taken or statements made by Vinocur and his attorneys and his  
15 representatives, whether in the course of investigating claims or otherwise seeking enforcement of  
16 Proposition 65 against them in this matter, and/or with respect to the Covered Products.

17 Poetry also provides a general release herein which shall be effective as a full and final  
18 accord and satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses,  
19 attorneys' fees, damages, losses, claims, liabilities and demands of Poetry of any nature. character  
20 or kind, known or unknown, suspected or unsuspected, related to exposure to DEHP in the  
21 Covered Products and Additional Products manufactured, distributed, or sold by Poetry by the  
22 Effective Date, so long as the Consent Judgment is entered by the Court, poetry acknowledges that  
23 it is familiar with Section 1542 of the California Civil Code, which provides as follows:

24 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE  
25 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR  
26 AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM  
OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT  
WITH THE DEBTOR.

27 Poetry expressly waives and relinquishes any and all rights and benefits which it may have under,  
28 or which may be conferred on it by, the provisions of Section 1542 of the California Civil Code,

1 as well as under any other state or federal statute or common law principle of similar effect, to the  
2 fullest extent that it may lawfully waive such rights or benefits pertaining to the released matters.  
3 In furtherance of such intention, the release hereby given shall be and remain in effect as a full and  
4 complete release notwithstanding the discovery or existence of any such additional or different  
5 claims or facts arising out of the released matters.

6 **6. COURT APPROVAL**

7 **6.1 Waiver of Trial**

8 By this Consent Judgment and upon its approval, the Parties waive their right to a trial on  
9 the merits, and waive their rights to initiate appellate review of this Consent Judgment, and of any  
10 and all interim rulings, including all pleading, procedural, and discovery orders.

11 **6.2 Court Approval Required**

12 The Parties acknowledge that, pursuant to California Health & Safety Code § 25249.7, a  
13 noticed motion is required to obtain judicial approval of this Consent Judgment, which Vinocur  
14 shall file. The Parties agree to mutually employ their and their respective counsel's best efforts to  
15 support the entry of this agreement as a Consent Judgment and obtain approval of the Consent  
16 Judgment by the Court in a timely manner. If this Consent Judgment is not approved by the Court  
17 within nine (9) months of complete execution by the parties, then: (a) this Consent Judgment and  
18 any and all prior agreements between the Parties shall terminate and become null and void, and  
19 the action shall revert to the status that existed prior to the execution date of this Consent  
20 Judgment; (b) no term of this Consent Judgment or any draft thereof, or of the negotiation,  
21 documentation, or other part or aspect of the Parties' settlement discussions, shall have any effect,  
22 nor shall any such matter be admissible in evidence for any purpose in this action, or in any other  
23 proceeding; and (c) the Parties agree to meet and confer to determine whether to modify the terms  
24 of the Consent Judgment and to resubmit it for approval.

25 **7. MISCELLANEOUS**

26 **7.1 Governing Law**

27 The terms of this Consent Judgment shall be governed by the laws of the State of  
28 California, and shall apply only to Covered Products and Additional Products offered for sale in

1 the State of California. In the event that Proposition 65 is repealed or is otherwise rendered  
2 inapplicable by reason of law generally, or as to the Covered Products and Additional Products,  
3 then Poetry may provide written notice to Vinocur of any asserted change in the law, and shall  
4 have no further obligations pursuant to this Consent Judgment with respect to, and to the extent  
5 that, the Covered Products or Additional Products are so affected.

6 **7.2 Contract Interpretation**

7 The Parties, including their counsel, have participated in the preparation of this Consent  
8 Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This Consent  
9 Judgment was subject to revision and modification by the Parties and has been accepted and  
10 approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or  
11 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result  
12 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment  
13 agrees that any statute or rule of construction providing that ambiguities are to be resolved against  
14 the drafting Party should not be employed in the interpretation of this Consent Judgment and, in  
15 this regard, the Parties hereby waive California Civil Code § 1654.

16 **8. NOTICES**

17 Unless specified herein, all correspondence and notices required to be provided pursuant to  
18 this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-class,  
19 (registered or certified mail) return receipt requested; or (ii) overnight courier on any Party by the  
20 other Party at the following addresses:

21 To Poetry:

22 Matt Orr, Esq.  
23 Call & Jensen  
24 610 Newport Center Drive  
Newport Beach, CA 92660

25 To Vinocur:

26 Proposition 65 Coordinator  
27 The Chanler Group  
28 2560 Ninth Street  
Parker Plaza, Suite 214  
Berkeley, CA 94710-2565

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

3 **9. MODIFICATION**

4 **9.1 Modification**

5 This Consent Judgment may be modified by written agreement of the Parties and upon  
6 entry of a modified Consent Judgment by the court, or by motion of any Party and entry of a  
7 modified Consent Judgment by the court.

8 **9.2 Subsequent Legislation**

9 If, subsequent to the Effective Date, legislation or regulation is adopted that addresses the  
10 DEHP content of Covered Products sold in California hereunder, any Party shall be entitled to  
11 request that the Court modify the reformulation standard in Section 3.1 of this Consent Judgment  
12 for good cause shown, to the extent that the new level provided by the CPSIA allows for a  
13 different amount of DEHP in children's toys.

14 **9.3 Notice; Meet and Confer**

15 Any Party seeking to modify this Consent Judgment or to allege a violation thereof shall  
16 first attempt in good faith to meet and confer with the other Party for a period of 30 days prior to  
17 filing a motion to modify the Consent Judgment.

18 **10. ENTIRE AGREEMENT**

19 This Consent Judgment contains the sole and entire agreement and understanding of the  
20 Parties with respect to the entire subject matter hereof, and any and all prior discussions,  
21 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein.  
22 No supplementation, modification, waiver, or termination of this Consent Judgment shall be  
23 binding unless executed in writing by the Party to be bound thereby. No waiver of any of the  
24 provisions of this Consent Judgment shall be deemed or shall constitute a waiver of any of the  
25 other provisions hereof whether or not similar, nor shall such waiver constitute a continuing  
26 waiver unless set forth in writing between the Parties.

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**11. RETENTION OF JURISDICTION**

This Court shall retain jurisdiction of this matter to implement or modify the Consent Judgment and shall retain jurisdiction to enforce this Consent Judgment, or any provision thereof, under California Code of Civil Procedure § 664.6.

**12. COUNTERPARTS; FACSIMILE SIGNATURES**

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

**13. AUTHORIZATION**

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

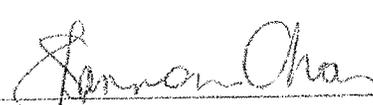
**AGREED TO:**

Date: 2/16/16

By:   
LAURENCE VINO CUR

**AGREED TO:**

Date: 2/25/16

By:   
POETRY CORPORATION