

**FILED**

Superior Court of California  
County of San Francisco

FEB 11 2019

CLERK OF THE COURT

BY: Russell A. Stempel  
Deputy Clerk

1 Laralei S. Paras, State Bar No. 203319  
2 THE CHANLER GROUP  
3 2560 Ninth Street  
4 Parker Plaza, Suite 214  
5 Berkeley, CA 94710  
6 Telephone: (510) 848-8880  
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9 Attorneys for Plaintiff  
10 ANTHONY E. HELD, PH.D., P.E.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO  
UNLIMITED CIVIL JURISDICTION

ANTHONY E. HELD, PH.D., P.E.,

Plaintiff,

v.

MAPED HELIX USA, INC.; *et al.*,

Defendants.

Case No. CGC-18-564907

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

Date: February 11, 2019

Time: 9:30 a.m.

Dept.: 302

Judge: Hon. Harold E. Kahn

Reservation No.: 12200211-15


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In the above entitled action, Plaintiff Anthony E. Held, Ph.D., P.E. and Defendant Maped Helix USA, Inc., 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 their Proposition 65 Settlement and Consent Judgment on February 11, 2019.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to Health and Safety Code § 25249.7(f)(4) and Code of Civil Procedure § 664.6, Judgment is hereby 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 terms of the settlement under Code of Civil Procedure § 664.6.

**IT IS SO ORDERED.**

Dated: 2/11/19

  
\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT  
HAROLD KAHN

# **EXHIBIT A**

1 Clifford A. Chanler, State Bar No. 135534  
Laralei S. Paras, State Bar No. 203319  
2 THE CHANLER GROUP  
2560 Ninth Street  
3 Parker Plaza, Suite 214  
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6 Attorneys for Plaintiff  
7 ANTHONY E. HELD, PH.D., P.E.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO  
UNLIMITED CIVIL JURISDICTION

ANTHONY E. HELD, PH.D., P.E.,  
Plaintiff,  
v.  
MAPED HELIX USA, INC.; *et al.*,  
Defendants.

Case No. CGC-18-564907  
**CONSENT JUDGMENT**  
(Health & Safety Code § 25249.6 *et seq.* and  
Code of Civil Procedure § 664.6)

1 **1. INTRODUCTION**

2 **1.1 Parties**

3 This Consent Judgment is entered into by and between plaintiff Anthony E. Held, Ph.D., P.E.  
4 (Held) and defendant Maped Helix USA, Inc. (Maped Helix), with Held and Maped Helix each  
5 referred to individually as a "Party" and collectively as the "Parties."

6 **1.2 Plaintiff**

7 Held is a resident of the State of California who seeks to promote awareness of exposures to  
8 toxic chemicals, and to improve human health by reducing or eliminating harmful substances  
9 contained in consumer products.

10 **1.3 Defendant**

11 For purposes of this Consent Judgment only, Maped Helix does not dispute that it employs  
12 ten or more persons and is a person in the course of doing business for purposes of the Safe Drinking  
13 Water and Toxic Enforcement Act of 1986, California Health and Safety Code § 25249.5 *et seq.*  
14 (Proposition 65).

15 **1.4 General Allegations**

16 Held alleges that Maped Helix manufactures, imports, sells and/or distributes for sale in  
17 California cutting mats containing di(2-ethylhexyl)phthalate (DEHP), and that it did so without  
18 providing the health hazard warning that Held alleges is required by Proposition 65. DEHP is listed  
19 pursuant to Proposition 65 as a chemical known to the State of California to cause birth defects and  
20 other reproductive harm.

21 **1.5 Product Description**

22 The products that are covered by this Consent Judgment are cutting mats containing DEHP  
23 including, but not limited to the *Helix Translucent Cutting Mat, #25018, UPC #0 79252 25018 1* that  
24 are manufactured, imported, distributed, sold and/or offered for sale by Maped Helix in the State of  
25 California, hereinafter the "Products."

1           **1.6 Notice of Violation**

2           On October 24, 2017, Held served Maped Helix and the requisite public enforcement  
3 agencies with a 60-Day Notice of Violation (Notice), alleging that Maped Helix violated Proposition  
4 65 when it failed to warn its customers and consumers in California that the Products expose users to  
5 DEHP. To the best of the Parties' knowledge, no public enforcer has commenced and is diligently  
6 prosecuting an action to enforce the allegations set forth in the Notice.

7           **1.7 Complaint**

8           On March 9, 2018, Held commenced the instant action (Complaint), naming Maped Helix as  
9 one of the defendants for the alleged violations of Proposition 65 that are the subject of the Notice.

10          **1.8 No Admission**

11          Maped Helix denies the material, factual and legal allegations contained in the Notice and  
12 Complaint, and maintains that all of the products that it has sold or distributed for sale in California,  
13 including the Products, have been, and are, in compliance with all laws. Nothing in this Consent  
14 Judgment shall be construed as, nor shall compliance with this Consent Judgment constitute or be  
15 construed as, an admission by Maped Helix of any fact, finding, conclusion of law, issue of law, or  
16 violation of law. This section shall not, however, diminish or otherwise affect Maped Helix's  
17 obligations, responsibilities, and duties under this Consent Judgment.

18          **1.9 Jurisdiction**

19          For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
20 jurisdiction over Maped Helix as to the allegations contained in the Complaint, that venue is proper  
21 in the County of San Francisco, and that the Court has jurisdiction to enter and enforce the  
22 provisions of this Consent Judgment pursuant to Proposition 65 and Code of Civil Procedure  
23 § 664.6.

24          **1.10 Effective Date**

25          For purposes of this Consent Judgment, the term "Effective Date" shall mean the date this  
26 Consent Judgment is approved by the Court, including an unopposed tentative ruling.

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1 **2. INJUNCTIVE RELIEF: REFORMULATION OR WARNINGS**

2 **2.1 Commitment to Reformulate or Provide Warnings**

3 Commencing on the Effective Date and continuing thereafter, Maped Helix shall only  
4 manufacture for sale, import for sale, and purchase for resale in California Products that are  
5 Reformulated Products as defined by Section 2.2. Any Products, that are not Reformulated Products,  
6 which Maped Helix sells, ships for sale, or distributes for sale to customers or consumers in  
7 California, or to customers with nationwide distribution, after the Effective Date, shall be labeled  
8 with a clear and reasonable warning as set forth in Section 2.3. If, after the Effective Date, Maped  
9 Helix sells Products that are not Reformulated Products by mail order catalog or the internet to  
10 customers located in California, Maped Helix shall also provide warnings for such Products by  
11 identifying the specific Product to which the warning applies as specified in Sections 2.4 through 2.6.

12 **2.2 Reformulation Standard**

13 "Reformulated Products" are Products containing DEHP in concentrations of less than 0.1  
14 percent (1,000 parts per million) in each accessible component when analyzed by a laboratory  
15 accredited by the State of California, a federal agency, or a nationally recognized accrediting  
16 organization. For purposes of compliance with this reformulation standard, testing samples shall be  
17 prepared and extracted using Consumer Product Safety Commission (CPSC) methodology  
18 CPSC-CH-C1001.09.3 and analyzed using U.S. Environmental Protection Agency (EPA)  
19 methodology 8270D, or other methodologies utilized by federal or state government agencies to  
20 determine phthalate content in a solid substance.

21 **2.3 Clear and Reasonable Warnings**

22 Commencing on or before the Effective Date, Maped Helix shall provide clear and  
23 reasonable warnings for all Products provided for sale to customers in California in accordance with  
24 this Section pursuant to Title 27, California Code of Regulations, § 25600, *et seq.* Each warning  
25 shall be prominently placed with such conspicuousness as compared with other words, statements,  
26 designs, or devices as to render it likely to be read and understood by an ordinary individual under  
27 customary conditions before purchase or use and shall be provided in a manner such that it is clearly  
28 associated with the specific Product to which the warning applies.

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(a) **Warning.** The warning shall consist of the following statement (Warning):

**⚠ WARNING:** This product can expose you to chemicals including di(2-ethylhexyl) phthalate (DEHP), which is known to the State of California to cause [cancer and] birth defects or other reproductive harm. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

At its sole option, Maped Helix may, but is not required to, include the bracketed text in the warning.

(b) **Short-Form Warning.** Maped Helix may, but is not required to, use the following short-form warning as set forth in this subsection 2.3(b) (Short-Form Warning), and subject to the additional requirements in Sections 2.5 and 2.6, as follows:

**⚠ WARNING:** [Cancer and] Reproductive Harm – [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

At its sole option, Maped Helix may, but is not required to, include the bracketed text in the warning.

(c) **Foreign Language Requirement.** Where a consumer product sign, label or shelf tag used to provide a warning includes consumer information, as that term is defined in Title 27, California Code of Regulations, Section 25600.1(c), in a language other than English, the warning must also be provided in that language in addition to English.

**2.4 Product Warnings**

Maped Helix shall affix a warning to the Product label or otherwise directly on each Product provided for sale in retail outlets in California or sold via mail order catalog and/or the internet to customers located in California. For the purpose of this agreement, "Product label" means a display of written, printed or graphic material that is printed on or affixed to a Product or its immediate container or wrapper. For the short-form warning, the entire warning shall appear in a type size of at least 6-point type and no smaller than the largest type size used for other consumer information, as that term is defined in Title 27, California Code of Regulations, Section 25600.1(c), on the product label. The warning shall consist of either the Warning, or the Short-Form Warning described in subsection 2.3(a) or (b), respectively.



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**2.5 Mail Order Catalog Warnings**

In the event that, after the Effective Date, Maped Helix prints new catalogs and sells Products via mail order through such catalogs to end user customers located in California, Maped Helix shall provide a warning for each Product both on the Product label in accordance with Section 2.4, and in the catalog in a manner that clearly associates the warning with the specific Product being purchased. Any warning provided in a mail order catalog shall be in the same type size or larger than other consumer information, as that term is defined in Title 27, California Code of Regulations, Section 25600.1(c), provided for the Product within the catalog and shall be provided on the same page and in the same location as the display and/or description of the Product. The catalog warning may use the Short-Form Warning content described in Section 2.3(b) if the warning provided on the Product label also uses the Short-Form Warning content.

**2.6 Internet Warnings**

If, after the Effective Date, Maped Helix sells Products via the internet to end user customers located in California, Maped Helix shall provide warnings for each Product both on the Product label in accordance with Section 2.4, and by prominently displaying the warning to the customer prior to completing the purchase or during the purchase of the Products without requiring customers to seek out the warning. The Warning or a clearly marked hyperlink to the Warning using the word "WARNING" given in conjunction with the sale of the Products via the internet shall appear either: (a) on the same web page on which the Product is displayed; (b) on the same web page as the order form for the Product; or (c) on one or more web pages displayed to a purchaser during the checkout process. The Warning, or the aforementioned hyperlink to the Warning, shall appear in any of the above instances adjacent to or immediately following the display or description of the Product for which it is given in the same type size or larger than the Product description text. The internet warning may use the Short-Form Warning content described in Section 2.3(b) if the warning provided on the Product label also uses the Short-Form Warning content.

1 **3. MONETARY SETTLEMENT TERMS**

2 **3.1 Civil Penalty Payments**

3 Pursuant to Health and Safety Code § 25249.7(b), and in settlement of all claims referred to  
4 in the Notice, Complaint, and this Consent Judgment, Maped Helix agrees to pay \$1,000 in civil  
5 penalties. Maped Helix's civil penalty payment will be allocated according to Health and Safety  
6 Code § 25249.12(c)(1) and (d), with seventy-five percent (75%) of the penalty paid to the California  
7 Office of Environmental Health Hazard Assessment (OEHHA), and the remaining twenty-five  
8 percent (25%) of the penalty payment retained by Held. Maped Helix shall issue its payment in two  
9 checks made payable to (a) "OEHHA" in the amount of \$750; and (b) "Anthony E. Held, Ph.D.,  
10 P.E., Client Trust Account" in the amount of \$250. Held's counsel shall be responsible for  
11 delivering OEHHA's portion of the penalty payment.

12 **3.2 Reimbursement of Attorneys' Fees and Costs**

13 The parties acknowledge that Held and his counsel offered to resolve this dispute without  
14 reaching terms on their fees and costs. Shortly after the other settlement terms had been finalized,  
15 the Parties negotiated the compensation to be paid to Held and his counsel under general contract  
16 principles and the private attorney general doctrine codified at California Code of Civil Procedure  
17 § 1021.5 for all work performed through the mutual execution of this Consent Judgment and court  
18 approval of the same, but exclusive of fees and costs on appeal, if any. Maped Helix agrees to pay  
19 \$23,000 by a check made payable to "The Chanler Group" for all fees and costs incurred  
20 investigating, bringing this matter to Maped Helix's attention, litigating, and negotiating a settlement  
21 in the public interest.

22 **3.3 Payment Timing; Payments Held in Trust**

23 All payments due under this Consent Judgment shall be held in trust until the Court approves  
24 the Parties' settlement. Maped Helix shall deliver its civil penalty and attorneys' fee reimbursement  
25 payments to its counsel within fifteen (15) days of the date that this Consent Judgment is fully  
26 executed by the Parties. Maped Helix's counsel shall provide Held's counsel with written  
27 confirmation following its receipt of the settlement funds. Thereafter, Maped Helix's counsel shall  
28 hold the settlement funds in trust until the Court grants the motion for approval of this Consent

1 Judgment contemplated by Section 5 and shall disburse the funds to Held's counsel within  
2 five (5) days after the Effective Date.

3 **3.4 Payment Address**

4 All payments required by this Consent Judgment shall be delivered to the following address:

5 The Chanler Group  
6 Attn: Proposition 65 Controller  
7 2560 Ninth Street  
8 Parker Plaza, Suite 214  
9 Berkeley, CA 94710

8 **4. CLAIMS COVERED AND RELEASED**

9 **4.1 Held's Release of Proposition 65 Claims**

10 Held, acting on his own behalf and in the public interest, releases Maped Helix and its  
11 parents, subsidiaries, affiliated entities under common ownership, directors, officers, employees, and  
12 attorneys (collectively, Releasees) and each person to whom Maped Helix directly or indirectly  
13 distributes or sells the Products including, but not limited to, its downstream distributors,  
14 wholesalers, customers, retailers, franchisers, cooperative members, marketplace hosts, licensors and  
15 licensees (Downstream Releasees) for any violations arising under Proposition 65 for unwarned  
16 exposures to DEHP from the Products manufactured, imported, distributed or sold by Maped Helix  
17 prior to the Effective Date, as set forth in the Notice and Complaint. Compliance with the terms of  
18 this Consent Judgment constitutes compliance with Proposition 65 by Maped Helix with respect to  
19 the alleged or actual failure to warn about exposures to DEHP from Products manufactured, sold or  
20 distributed for sale by Maped Helix after the Effective Date.

21 **4.2 Held's Individual Release of Claims**

22 Held, in his individual capacity only and *not* in his representative capacity, on his own behalf  
23 and on behalf of his past and current agents, representatives, attorneys, successors and/or assignees  
24 also provides a release to Maped Helix, Releasees, and Downstream Releasees which shall be  
25 effective as a full and final accord and satisfaction, as a bar to all actions, causes of action,  
26 obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of Held  
27 of any nature, character or kind, whether known or unknown, suspected or unsuspected, arising out  
28 of alleged or actual exposures to DEHP in Products manufactured, imported, distributed or sold by

1 Maped Helix before the Effective Date. Nothing in Section 4 affects Held's right to commence or  
2 prosecute an action under Proposition 65 against a Releasee or Downstream Releasee that does not  
3 involve Maped Helix's Products.

4 **4.3 Maped Helix's Release of Held**

5 Maped Helix, on its own behalf and on behalf of its past and current agents, representatives,  
6 attorneys, successors and/or assignees, hereby waives any and all claims against Held and his  
7 attorneys and other representatives, for any and all actions taken or statements made (or those that  
8 could have been taken or made) by Held and his attorneys and other representatives in the course of  
9 investigating claims or seeking to enforce Proposition 65 against it in this matter, or with respect to  
10 the Products.

11 **4.4 Section 1542 Waiver**

12 Each of the Parties acknowledges that it is familiar with Section 1542 of California Civil  
13 Code which provides as follows:

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

18 Each of the Parties waives and relinquishes any right or benefit it has or may have under  
19 Section 1542 of California Civil Code or any similar provision under the statutory or non statutory  
20 law of any other jurisdiction to the full extent that it may lawfully waive all such rights and benefits  
21 pertaining to the matters released in Sections 4.1, 4.2, and 4.3 hereinabove (the "Released Matters").  
22 The Parties acknowledge that each may subsequently discover facts in addition to, or different from,  
23 those that it believes to be true with respect to the claims released herein. The Parties agree that this  
24 Consent Judgment and the releases contained herein shall be and remain effective in all respects  
25 notwithstanding the discovery of such additional or different facts.

26 **5. COURT APPROVAL**

27 This Consent Judgment shall be null and void if, for any reason, it is not approved and  
28 entered by the Court within one year after it has been fully executed by all Parties. Held and Maped

1 Helix agree to support the entry of this agreement as a judgment, and to obtain the Court's approval  
2 of their settlement in a timely manner. The Parties acknowledge that, pursuant to California Health  
3 and Safety Code § 25249.7(f)(4), a noticed motion is required for judicial approval of this Consent  
4 Judgment, which motion Held shall draft and file. In furtherance of obtaining such approval, the  
5 Parties agree to mutually employ their best efforts, and those of their counsel, to support the entry of  
6 this agreement as a judgment, and to obtain judicial approval of their settlement in a timely manner.  
7 For purposes of this section, "best efforts" shall include, at a minimum, supporting the motion for  
8 approval, responding to any objection that any third-party may file or lodge, and appearing at the  
9 hearing before the Court if so requested.

10 **6. SEVERABILITY**

11 If, subsequent to the Court's approval and entry of this Consent Judgment as a judgment, any  
12 provision of this Consent Judgment is held by a court to be unenforceable, the validity of the  
13 remaining provisions shall not be adversely affected.

14 **7. GOVERNING LAW**

15 The terms of this Consent Judgment shall be governed by the laws of the State of California  
16 and apply within the State of California. In the event that Proposition 65 is repealed, preempted, or  
17 is otherwise rendered inapplicable by reason of law generally, or as to the Products, then Maped  
18 Helix may provide Held with written notice of any asserted change in the law, and shall have no  
19 further injunctive obligations pursuant to this Consent Judgment, with respect to, and to the extent  
20 that, the Products are so affected. Nothing in this Consent Judgment shall be interpreted to relieve  
21 Maped Helix from its obligation to comply with any pertinent state or federal law or regulation. If  
22 the Office of Environmental Health Hazard Assessment promulgates regulations pertaining to the  
23 text and/or method of transmitting Proposition 65 warnings for consumer products, Maped Helix  
24 may provide warnings for the Products in compliance with such regulations without being deemed to  
25 be in breach of this Consent Judgment.

26 **8. NOTICE**

27 Unless specified herein, all correspondence and notice required by this Consent Judgment  
28 shall be in writing and sent by: (a) personal delivery, (b) first-class registered or certified mail, return

1 receipt requested; or (c) a recognized overnight courier to any Party by the other at the following  
2 addresses:

3 To Maped Helix:

4 Jacques LaCroix, President  
5 Maped Helix USA, Inc.  
6 1200 North Arlington Heights Road,  
7 Suite 110  
8 Itasca, IL 60143

To Held:

Attn: Proposition 65 Coordinator  
The Chanler Group  
2560 Ninth Street  
Parker Plaza, Suite 214  
Berkeley, CA 94710-2565

9 With a Copy To:

10 Ann Grimaldi, Esq.  
11 Grimaldi Law Offices  
12 535 Mission Street, 14<sup>th</sup> Floor  
13 San Francisco, CA 94105

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

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

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

20 **10. COMPLIANCE WITH REPORTING REQUIREMENTS**

21 Held and his counsel agree to comply with the reporting form requirements referenced in  
22 California Health and Safety Code § 25249.7(f).

23 **11. ENTIRE AGREEMENT**

24 This Consent Judgment contains the sole and entire agreement and understanding of the  
25 Parties with respect to the entire subject matter hereof, and any and all prior discussions,  
26 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein and  
27 therein. There are no warranties, representations, or other agreements between the Parties except as  
28 expressly set forth herein. No representations, oral or otherwise, express or implied, other than those  
specifically referred to in this Consent Judgment have been made by any Party hereto. No other  
agreements not specifically contained or referenced herein, oral or otherwise, shall be deemed to  
exist or to bind any of the Parties hereto.

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**12. MODIFICATION**

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

**13. AUTHORIZATION**

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

**AGREED TO:**

Date: 12/7/2018

By: *Anthony E. Hold*  
Anthony E. Hold, Ph.D., P.E.

**AGREED TO:**

Date: 12-11-2018

By: *James Michael Tims*  
James Michael Tims  
Maped-Helix USA Country Manager  
Maped Helix USA, Inc.

