

FILED
San Francisco County Superior Court

JUL 24 2018

CLERK OF THE COURT

BY: [Signature] Deputy Clerk

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JAMES KAWAHITO (SBN 234851)
KAWAHITO LAW GROUP APC
222 N. Sepulveda Blvd. Suite 2222
El Segundo, CA 90245
Telephone: (310) 746-5300
Facsimile: (310) 593-2520
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Attorneys for Plaintiff the Center for Advanced Public Awareness, Inc.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

CENTER FOR ADVANCED PUBLIC
AWARENESS, INC., in the public interest,

Plaintiff,

vs.

BEST BRANDS CONSUMER PRODUCTS,
INC., a New York Corporation; and DOES 1
through 50, inclusive,

Defendants.

Case Number: CGC-18-565587

uk
**[PROPOSED] JUDGMENT PURSUANT
TO TERMS OF PROPOSITION 65
SETTLEMENT AND CONSENT
JUDGMENT**

**Violation of Proposition 65, the Safe
Drinking Water and Toxic Enforcement Act
of 1986 (Health and Safety Code § 25249.5 et
seq.)**

Date: July 24, 2018
Time: 9:30 a.m.
Dept.: 302
Judge: Honorable Harold E. Kahn

Reservation No.: 05300724-08


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Plaintiff Center for Advanced Public Awareness, Inc., and defendant Best Brands Consumer Products, Inc., having agreed through their respective counsel that Judgment be entered pursuant to the terms of their settlement agreement in the form of a stipulated judgment ("Consent judgment"), and following this Court's issuance of an order approving their Proposition 65 settlement and Consent Judgment, and for good cause being shown,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to Health and Safety Code section 25249.7(f)(4) and Code of Civil Procedure section 664.6, judgment is hereby entered in accordance with the terms of the Consent Judgment attached hereto as Exhibit 1. By stipulation of the parties, the Court will retain jurisdiction to enforce the terms of the settlement under Code of Civil Procedure section 664.6.

IT IS SO ORDERED.

Dated: 7/21/18



HONORABLE JUDGE OF THE SUPERIOR
COURT

HAROLD KAHN

EXHIBIT 1

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Attorneys for Plaintiff the Center for
Advanced Public Awareness

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

CENTER FOR ADVANCED PUBLIC
AWARENESS, in the public interest,

Plaintiff,

vs.

BEST BRANDS CONSUMER
PRODUCTS, INC., a New York
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.

**[PROPOSED] STIPULATED CONSENT
JUDGMENT**

HEALTH AND SAFETY CODE § 25249.6

1 **1. INTRODUCTION**

2 **1.1. Center for Advanced Public Awareness and Best Brands Consumer**
3 **Products, Inc.**

4 This Consent Judgment is entered into by and between plaintiff the Center for
5 Advanced Public Awareness ("CAPA" or "Plaintiff") and defendant Best Brands Consumer
6 Products, Inc. ("Best Brands" or "Defendant") with Best Brands and CAPA each individually
7 referred to as a "Party" and collectively as the "Parties."

8 **1.2. Plaintiff**

9 CAPA is a not-for profit corporation duly organized and existing in the State of
10 California, which seeks to promote awareness of exposures to toxic chemicals and to improve
11 human health by reducing or eliminating hazardous substances used in consumer products.

12 **1.3. Defendant**

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

16 **1.4. General Allegations**

17 CAPA alleges that Best Brands has manufactured, sold, and/or distributed for sale in
18 California, certain products described more specifically below containing Di-(2-ethylhexyl)
19 phthalate ("DEHP"), a chemical listed by the State of California under Proposition 65,
20 without providing a required Proposition 65 warning. DEHP shall be referred to hereinafter
21 as the "Listed Chemical."

22 **1.5. Product Description**

23 The products covered by this Consent Judgment are all TSA travel
24 cases/bags/containers including packaging, which are imported, sold and/or distributed for
25 sale in California by Best Brands that include but are not limited to Smart Travel Container
26 Set SKU# 004288741424 ("Covered Products").

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1 **1.6. Notice of Violation**

2 On October 31, 2017, CAPA served Best Brands, Walmart Stores Inc. ("Walmart")
3 and the requisite public enforcement agencies with a 60-Day Notice of Violation ("Notice")
4 alleging that Best Brands violated Proposition 65. The Notice alleged that Best Brands failed
5 to warn its customers and consumers in California that the Covered Products contain DEHP.

6 **1.7. Complaint**

7 On April 6, 2018, Plaintiff, who was and is acting in the interest of the general public
8 in California, filed a complaint (the "Complaint" or "Action") in the Superior Court in and for
9 the County of San Francisco against Best Brands and Does 1 through 50, alleging violations
10 of Health & Safety Code §25249.6 based on the alleged exposures to DEHP contained in the
11 Covered Products sold by Best Brands.

12 **1.8. No Admission**

13 The Parties enter into this Consent Judgment as a full and final settlement of all claims
14 that were raised or that could have been raised in the Notice and the Complaint, arising out
15 of the facts and/or conduct alleged therein. Best Brands denies the material, factual and
16 legal allegations contained in CAPA's Notice and the Complaint, and maintains that all
17 products, including but not limited to the Covered Products, that it has sold and distributed in
18 California have been and are in compliance with all applicable laws, and are completely safe
19 for their intended use. Nothing in this Consent Judgment shall be construed as an admission
20 by Best Brands of any fact, finding, conclusion, issue of law, or violation of law, nor shall
21 compliance with this Consent Judgment constitute or be construed as an admission by Best
22 Brands of any fact, finding, conclusion, issue of law, or violation of law, such being
23 specifically denied by Best Brands. However, this section shall not diminish or otherwise
24 affect Best Brands' obligations, responsibilities, and duties hereunder.

25 **1.9. Consent to Jurisdiction**

26 For purposes of this Consent Judgment only, the Parties stipulate that: (1) this Court
27 has jurisdiction over Best Brands as to the allegations contained in the Complaint; (2) that
28

1 venue is proper in the County of San Francisco; and (3) that this Court has jurisdiction to
2 enter and enforce the provisions of this Consent Judgment.

3 **1.10. Effective Date**

4 For purposes of this Consent Judgment, the term "Effective Date" shall mean the date
5 on which the Court approves this Consent Judgment, including any unopposed tentative
6 ruling granting approval of this Consent Judgment.

7 **2. INJUNCTIVE RELIEF: REFORMULATED PRODUCTS AND WARNINGS**

8 **2.1. Reformulation Standard and Schedule**

9 Commencing on 60 days after the Effective Date, and continuing thereafter, Covered
10 Products that are imported, manufactured, and/or sold or offered for sale, or purchased for
11 sale in or into California, shall be deemed to comply with Proposition 65, and be exempt from
12 any Proposition 65 warning requirements with respect to DEHP if they meet the standard of
13 "Reformulated Products." "Reformulated Products" shall mean Covered Products with
14 accessible components containing less than or equal to 1,000 parts per million (0.1%) DEHP
15 in each accessible component when analyzed pursuant to Environmental Protection Agency
16 testing methodologies 3580A and 8270C, CPSC-CH-C1001-09.3, or equivalent
17 methodologies utilized by federal or state agencies for the purpose of determining DEHP
18 content in a solid substance.

19 **2.2. Warning Option**

20 Covered Products that are imported, manufactured, and/or sold or offered for sale, or
21 purchased for sale in or into California, that do not meet the warning exemption standard set
22 forth in Section 2.1 above shall be accompanied by a warning as described in Section 2.3
23 below. This warning shall only be required as to Covered Products that Defendant
24 manufactures, sells or ships to consumers, retailers, or distributors located in California after
25 60 days from the Effective Date. No Proposition 65 warning for DEHP shall be required as
26 to any Covered Products that are already in the stream of commerce as of the Effective Date.

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1 **2.3. Warning Language**

2 Covered Products manufactured after the Effective Date for sale in California that do not
3 qualify as Reformulated Products shall contain a Proposition 65 warning affixed to the
4 packaging, labeling, or directly on each Product. The warning shall state either:

5
6 **▲ [California Proposition 65] WARNING:** This product can
7 expose you to chemicals including DEHP, which
8 are known to the State of California to cause
9 cancer, and birth defects or other reproductive
10 harm. [This warning applies to the case/bag only.]
11 For more information go to
12 www.P65Warnings.ca.gov.

13
14 **▲ [California Proposition 65] WARNING:** Cancer and
15 Reproductive Harm - www.P65Warnings.ca.gov.
16 [This warning applies to the case/bag only.]

17 Language in brackets is optional. The warnings above shall be preceded by a symbol
18 consisting of a black exclamation point in a yellow equilateral triangle with a bold black
19 outline. If no yellow is used on the product label the triangle with the exclamation point can
20 be white. Best Brands can also use the following Proposition 65 warning affixed to the
21 packaging, labeling, or directly on each Covered Product.

22 **[California Proposition 65] WARNING:** This product
23 contains chemicals known to the State of California to
24 cause cancer, and birth defects or other reproductive harm.
25 [This warning applies to the case/bag only.]

26 Language in brackets is optional.

27 In the event that OEHHA promulgates one or more regulations requiring or permitting
28 warning text and/or methods of transmission different than those set forth above, Best Brands
shall be entitled to use, at its discretion, such other warning text and/or method of
transmission without being deemed in breach of this Consent Judgment, as long as such
warning text and methods of transmission comply with OEHHA regulations.

1 **2.4. Accessible Component**

2 The term "Accessible Component" means any component of the Covered Product that
3 can be touched by a person during reasonably foreseeable use

4 **3. MONETARY PAYMENTS**

5 **3.1. Payments Pursuant to Health & Safety Code § 25249.7(b)**

6 Best Brands shall pay a total civil penalty of \$3,000, to be apportioned in accordance
7 with California Health & Safety Code §§25249.12(c) & (d), with 75% of these funds remitted
8 to the State of California's Office of Environmental Health Hazard Assessment ("OEHHA")
9 and the remaining 25% of the penalty remitted to CAPA. Best Brands shall issue two
10 separate checks for the penalty payment: (a) one check made payable to the Kawahito Law
11 Group in Trust for the State of California's Office of Environmental Health Hazard
12 Assessment ("in Trust for OEHHA") in the amount of \$2,250, representing 75% of the total
13 civil penalty; and (b) one check to "Kawahito Law Group in Trust for Center for Advanced
14 Public Awareness, Inc.," in the amount of \$750, representing 25% of the total civil penalty.
15 Two separate 1099s shall be issued for the above payments: The first 1099 shall be issued to
16 OEHHA, P.O. Box 4010, Sacramento, CA 95814 (EIN: 68-0284486). The second 1099
17 shall be issued to Kawahito Law Group APC, who shall furnish a W2 at least five calendar
18 days before payment is due. It shall be CAPA's sole responsibility to deliver OEHHA's
19 portion of the civil penalty payment to OEHHA.

20 The payments shall be delivered to CAPA's counsel at the following address
21 within ten days of the Effective Date of this Consent Judgment:

22 James Kawahito, Esq.
23 Kawahito Law Group APC
24 222 N. Sepulveda, Blvd. Suite 2222
25 El Segundo, CA 90245

26 **4. REIMBURSEMENT OF ATTORNEYS' FEES AND COSTS**

27 The Parties acknowledge that CAPA and its counsel offered to resolve this
28 dispute without reaching terms on the amount of fees and costs to be reimbursed to them,

1 thereby leaving any fee reimbursement issue to be resolved after the material terms of the
2 Consent Judgment had been settled. The Parties reached an accord on the compensation due
3 to CAPA and its counsel under general contract principles and the private attorney general
4 doctrine codified at California Code of Civil Procedure (CCP) § 1021.5, for all work
5 performed through the mutual execution of this Consent Judgment. Best Brands shall
6 reimburse CAPA and its counsel in the total amount of \$26,000 for all attorney's fees,
7 investigative and consulting costs, and all other expenses of any kind incurred by CAPA as a
8 result of investigating, bringing this matter to the attention of Best Brands, negotiating this
9 Consent Judgment, drafting the Complaint, and preparing the necessary briefing to obtain
10 Court approval of the Consent Judgment. Best Brands shall make the check payable to
11 "Kawahito Law Group APC" and shall deliver payment within ten days of the Effective Date
12 to:

13 James Kawahito, Esq.
14 Kawahito Law Group APC
15 Attn. CAPA v. Best Brands
16 222 North Sepulveda Blvd., Suite 2222
17 El Segundo, CA 90245

17 To allow for the issuance of a timely payment pursuant to the above, CAPA shall
18 provide Best Brands with a completed IRS Form W-9 for the Kawahito Law Group APC
19 upon request.

20 5. RELEASE OF CLAIMS

21 5.1. CAPA's Release of Best Brands

22 This Consent Judgment is a full, final and binding resolution between CAPA, on
23 behalf of itself and the public interest, and its past and current agents, representatives,
24 attorneys, successors and/or assignees (the "Releasers"), on the one hand, and Best Brands,
25 its respective parents, subsidiaries, affiliated entities that are under common ownership,
26 directors, officers, employees, licensors, licensees, and each entity to whom Best Brands
27 directly or indirectly distributes or sells the Covered Products, including but not limited to
28 downstream retailers (including but not limited to Walmart Stores, Inc.), distributors,

1 wholesalers, customers, marketplace hosts, franchisers, cooperative members, licensors,
2 licensees, and the successors and assigns of any of them ("Releasees"), on the other hand, of
3 any violation of Proposition 65 that was or could have been asserted by CAPA against Best
4 Brands or the Releasees based on the alleged failure to warn about alleged exposures to
5 DEHP contained in the Covered Products that were manufactured, imported, distributed, sold
6 and/or offered for sale by Best Brands (either directly or through any of the Releasees) in
7 California before the Effective Date. Compliance with the terms of this Consent Judgment
8 constitutes compliance with Proposition 65 by Defendant with respect to the alleged or actual
9 failure to warn about exposures to DEHP from Covered Products manufactured, imported,
10 sold or distributed for sale by Defendant after the Effective Date.

11 **5.2 CAPA's Individual Release of Claims**

12 CAPA, in its individual capacity only and *not* in its representative capacity, and on
13 behalf of its past and current agents, principals, attorneys, predecessors, successors, assignees
14 and heirs hereby also provides a release to Best Brands and the Releasees, which shall be
15 effective as a full and final accord and satisfaction, as a bar to all actions, causes of action,
16 obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands
17 of Englander of any nature, character or kind, whether known or unknown, suspected or
18 unsuspected, arising out of products manufactured, imported, distributed or sold by Best
19 Brands before the Effective Date. CAPA further acknowledges that it is familiar with Civil
20 Code section 1542, which provides as follows:
21
22

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

29 CAPA, on behalf of itself, its past and current agents, representatives, attorneys,
30 successors, and/or assignees, expressly waives and relinquishes any and all rights and benefits

1 that it may have under, or which may be conferred on it by the provisions of Civil Code
2 section 1542 as well as under any other state or federal statute or common law principle of
3 similar effect, to the fullest extent that it may lawfully waive such rights or benefits pertaining
4 to the released matters herein.

5
6 **5.3 Best Brands' Release of CAPA**

7 Best Brands on behalf of itself, its past and current agents, representatives, attorneys,
8 successors, and/or assignees, hereby waives any and all claims against CAPA, its attorneys
9 and other representatives, for any and all actions taken or statements made (or those that
10 could have been taken or made) by CAPA and its attorneys and other representatives,
11 whether in the course of investigating claims or otherwise seeking to enforce Proposition 65
12 against it in this matter with respect to the Covered Products.

13 **Defendant further acknowledges that it is familiar with Civil Code section 1542,**
14 **which provides as follows:**

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

22 Defendant, on behalf of itself, its past and current agents, representatives, attorneys,
23 successors, and/or assignees, expressly waives and relinquishes any and all rights and benefits
24 that it may have under, or which may be conferred on it by the provisions of Civil Code
25 section 1542 as well as under any other state or federal statute or common law principle of
26 similar effect, to the fullest extent that it may lawfully waive such rights or benefits pertaining
27 to the released matters herein.

28 **6. 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.

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1 **7. SEVERABILITY**

2 If, subsequent to the execution of this Consent Judgment, any provision of this
3 Consent Judgment are deemed by a court to be unenforceable, the validity of the remaining
4 provisions shall not be adversely affected.

5 **8. GOVERNING LAW**

6 The terms of this Consent Judgment shall be governed by the laws of the State of
7 California and apply within the State of California. In the event that Proposition 65 is
8 repealed, preempted, or is otherwise rendered inapplicable by reason of law generally, or as
9 to the Covered Products, then Best Brands may provide Plaintiff with written notice of any
10 asserted change in the law, and shall have no further obligations pursuant to this Consent
11 Judgment, with respect to, and to the extent that, the Covered Products are so affected.

12 **9. JOINT PREPARATION**

13 The Parties have jointly participated in the preparation of this Consent Judgment and
14 this Consent Judgment is the result of the joint efforts of the Parties. Accordingly, any
15 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against
16 any Party as a result of the manner of the preparation of this Consent Judgment. Each Party
17 to this Consent Judgment agrees that any statute or rule of construction providing that
18 ambiguities are to be resolved against the drafting Party should not be employed in the
19 interpretation of this Consent Judgment and, in this regard, the Parties hereby waive
20 California Civil Code § 1654.

21 **10. ENTIRE AGREEMENT**

22 This Consent Judgment contains the sole and entire agreement and
23 understanding of the Parties with respect to the entire subject matter hereof, and any and all
24 prior discussions, negotiations, commitments, or understandings related thereto, if any, are
25 hereby merged herein. No supplementation, modification, waiver, or termination of this
26 Consent Judgment shall be binding unless executed in writing by the Party to be bound
27 thereby. No waiver of any of the provisions of this Consent Judgment shall be deemed or

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1 shall constitute a waiver of any of the other provisions hereof whether or not similar, nor shall
2 such waiver constitute a continuing waiver unless set forth in writing between the Parties.

3 **11. NOTICES**

4 Unless specified herein, all correspondence and notice required to be provided
5 pursuant to this Consent Judgment shall be in writing and, with courtesy copies to counsel
6 delivered by email, sent by: (a) personal delivery; (b) first-class, registered or certified mail,
7 return receipt requested; or (c) a recognized overnight courier on any Party by the other at the
8 following addresses:

9 For Best Brands: Jack Albert
10 Best Brands Consumer Products, Inc.
11 20 West 33rd Street
12 New York, NY 10001

13 with a copy to: James Robert Maxwell, Esq.
14 ROGERS JOSEPH O'DONNELL, a Professional Law
15 Corporation
16 311 California Street
17 10th Floor
18 San Francisco, CA 94104
19 jrm@rjo.com

20 For CAPA: Center for Advanced Public Awareness, Inc.
21 Attn: Linda Droubay
22 100 Promenade Circle, Suite 300
23 Sacramento, CA 95834

24 with a copy to: James K. Kawahito
25 Kawahito Law Group APC
26 Attn. CAPA v. Best Brands
27 222 North Sepulveda Blvd., Suite 2222
28 El Segundo, CA 90245
jkawahito@kawahitolaw.com

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.

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1 **12. COUNTERPARTS; FACSIMILE SIGNATURES**

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

5 **13. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7**

6 CAPA and his attorneys agree to comply with the reporting form requirements
7 referenced in California Health and Safety Code Section 25249.7(f).

8 **14. ADDITIONAL POST EXECUTION ACTIVITIES**

9 The Parties acknowledge that, pursuant to Health & Safety Code §25249.7, a noticed
10 motion is required to obtain judicial approval of this Consent Judgment. In furtherance of
11 obtaining such approval, CAPA shall be responsible for preparing the motion to approve the
12 Consent Judgment. Best Brands and its counsel agree to mutually employ their best efforts to
13 support the entry of this agreement as a Consent Judgment and obtain approval of the
14 Consent Judgment by the Court in a timely manner. For purposes of this paragraph, best
15 efforts shall include at a minimum, cooperating in Plaintiff's drafting and filing of any papers
16 in support of the required motion for judicial approval.

17 **15. MODIFICATION**

18 This Consent Judgment may be modified only: (1) by written agreement of the parties
19 and upon entry of a modified consent judgment by the Court thereon; or (2) upon a successful
20 motion of any party and entry of a modified consent judgment by the Court. The Attorney
21 General shall be served with notice of any proposed modification to this Consent Judgment at
22 least fifteen days in advance of its consideration by the Court. To the extent either party
23 alleges a breach of this Consent Judgment, written notice shall be provided to the party in
24 alleged breach and the Parties shall thereafter meet and confer for at least 30 days to try to
25 informally resolve the dispute before either Party files a motion to enforce.

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16. AUTHORIZATION

The undersigned are authorized to stipulate to, enter into, and 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: _____

AGREED TO:
Date: 5/18/18

By: _____
Center for Public Awareness, Inc.

By: 
~~Best Brands Consumer Products, Inc.~~

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to Health & Safety Code § 25249.7(f)(4) and Code of Civil Procedure § 664.6, judgment is hereby entered.

Dated: _____

JUDGE OF THE SUPERIOR COURT

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16. AUTHORIZATION

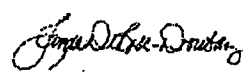
The undersigned are authorized to stipulate to, enter into, and execute this Consent Judgment on behalf of their respective parties, and have read, understood, and agree to all of the terms and conditions of this Consent Judgment.

AGREED TO:

AGREED TO:

Date: _____

Date: _____



Digitally signed by
Linda DeRose-Droubay
email= linda@capasafe.com
Date: 2018.05.22 13:22:08
EDT

By: _____
Center for Public Awareness, Inc.

By: _____
Best Brands Consumer Products, Inc.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to Health & Safety Code § 25249.7(f)(4) and Code of Civil Procedure § 664.6, judgment is hereby entered.

Dated: _____

JUDGE OF THE SUPERIOR COURT

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PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to this action; my current business address is 222 N. Sepulveda Blvd., Suite 2222, El Segundo, CA 90245

On June 7, 2018, I served the foregoing document(s) described as:

[PROPOSED] JUDGMENT PURSUANT TO TERMS OF PROPOSITION 65 SETTLEMENT AND CONSENT JUDGMENT

on the interested parties in this action as follows:

 x BY THE FOLLOWING MEANS:

I placed an original enclosed in sealed envelope(s) addressed as follows:

J. Robert Maxwell, Esq.
ROGERS JOSEPH O'DONNELL
a Professional Law Corporation
311 California Street, 10th fl
San Francisco, CA 94104

Proposition 65 Enforcement Reporting
Attention: Prop 65 Coordinator
1515 Clay Street, Suite 2000
Post Office Box 70550
Oakland, California 94612-0550

 x BY MAIL

 x I placed the envelope(s) with postage thereon fully prepaid in the United States mail, at El Segundo, California.

 x I am readily familiar with the firm's practice of collection and processing correspondence for mailing with the United States Postal Service; the firm deposits the collected correspondence with the United States Postal Service that same day, in the ordinary course of business, with postage thereon fully prepaid, at El Segundo, California. I placed the envelope(s) for collection and mailing on the above date following ordinary business practices.

 x Executed on June 7, 2018, at El Segundo, California.

 x I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

 x I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.


Sebastian Burnside