



1 Evan Smith (Bar No. SBN 242352)
 2 BRODSKY & SMITH, LLC.
 3 9595 Wilshire Blvd., Ste. 900
 4 Beverly Hills, CA 90212
 5 Tel: (877) 534-2590
 6 Fax: (310) 247-0160

7 *Attorneys for Plaintiff*

FILED
ALAMEDA COUNTY
OCT 31 2018
CLERK OF THE SUPERIOR COURT
 By Dennis Hayashi
 Deputy

8
 9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 10 COUNTY OF ALAMEDA

11 ANTHONY FERREIRO,
 12 Plaintiff,

13 v.

14 WEBER-STEPHEN PRODUCTS, LLC,
 15 Defendant.

Case No.: RG18906799

CONSENT JUDGMENT

Judge: Dennis Hayashi
 Dept.: 518
 Hearing Date: October 31, 2018
 Hearing Time: 2:30 PM
 Reservation #: R-1988998

FAXED

1 **1. INTRODUCTION**

2 1.1 **The Parties.** This Consent Judgment is entered into by and between Anthony
3 Ferreiro acting on behalf of the public interest (hereinafter “Ferreiro”) and Weber-Stephen
4 Products LLC (“Weber” or “Defendant”) with Ferreiro and Defendant collectively referred to as
5 the “Parties” and each of them as a “Party.” Ferreiro is an individual residing in California that
6 seeks to promote awareness of exposures to toxic chemicals and improve human health by
7 reducing or eliminating hazardous substances contained in consumer products. Weber is a
8 Delaware limited liability company that is alleged to be a person in the course of doing business
9 for purposes of Proposition 65, Cal. Health & Safety Code §§ 25249.6 et seq. Weber
10 manufacturers, distributes, and/or sells Weber Lighter Cubes (“Lighters Cubes” or “Covered
11 Products”).

12 1.2 **Allegations and Representations.** Ferreiro alleges that Defendant has exposed
13 individuals to carbon monoxide from its sales of Weber Lighter Cubes without providing clear
14 and reasonable warnings under Proposition 65. Carbon monoxide is listed under Proposition 65
15 as a chemical known to the State of California to cause reproductive toxicity.

16 1.3 **Notice of Violation/Complaint.** On or about January 8, 2018, Ferreiro served
17 Weber and various public enforcement agencies with documents entitled “60-Day Notice of
18 Violation” pursuant to Health & Safety Code §25249.7(d) (the “Notice”), alleging that Defendant
19 was in violation of Proposition 65 for failing to warn consumers and customers that Weber
20 Lighter Cubes exposed users in California to carbon monoxide. No public enforcer has brought
21 and is diligently prosecuting the claims alleged in the Notices. On May 30, 2018, Ferreiro filed a
22 complaint (the “Complaint”) in the matter.

23 1.4 For purposes of this Consent Judgment only, the Parties stipulate that this Court
24 has jurisdiction over Defendant as to the allegations contained in the Complaint filed in this
25 matter, that venue is proper in the County of Alameda, and that this Court has jurisdiction to
26 approve, enter, and oversee the enforcement of this Consent Judgment as a full and final binding
27 resolution of all claims which were or could have been raised in the Complaint based on the facts
28

1 alleged therein and/or in the Notice.

2 1.5 This Consent Judgment resolves claims that are denied and disputed. Defendant
3 denies the material allegations contained in Ferreiro's Notice and Complaint and maintains that it
4 has not violated Proposition 65. The Parties enter into this Consent Judgment pursuant to a full
5 and final settlement of any and all claims between the Parties for the purpose of avoiding
6 prolonged litigation. Nothing in this Consent Judgment, nor compliance with its terms, shall be
7 construed as an admission by Defendant, or any of its respective officers, directors, shareholders,
8 employees, agents, parent companies, subsidiaries, divisions, affiliates, suppliers, franchisees,
9 licensees, distributors, wholesalers, or retailers, of any fact, finding, issue of law, conclusion of
10 law, violation of law, fault, wrongdoing, or liability, including without limitation, any admission
11 concerning any alleged violation of Proposition 65 or any other material allegation of the
12 Complaint, each and every allegation of which Weber denies, nor may this Consent Judgment, or
13 compliance with it, be used as evidence of any wrongdoing, misconduct, culpability or liability on
14 the part of Weber. However, this section shall not diminish or otherwise affect the obligations,
15 responsibilities, and duties of Defendant under this Consent Judgment.

16 **2. DEFINITIONS**

17 2.1 **Covered Products.** The term "Covered Products" means Weber Lighter Cubes
18 that are manufactured, distributed and/or offered for sale in California by Weber-Stephen
19 Products

20 2.2 **Effective Date.** The term "Effective Date" means the date that Defendant receives
21 notice that this Consent Judgment was entered as a Judgment of the Court.

22 **3. INJUNCTIVE RELIEF: WARNINGS**

23 3.1 Within ten (10) days after the Effective Date, or by January 1, 2019, whichever is
24 later, Covered Products offered for sale in California shall include one of the following warning
25 statements:

- 26 (a) A symbol consisting of a black exclamation point in a yellow equilateral triangle
27 with a bold black outline to the left of the word "warning" in bold all capital letters,
28

1 followed by the statement "This product can expose you to chemicals including
2 combustion by-products (including soot and carbon monoxide), which are known to the
3 State of California to cause cancer and birth defects or other reproductive harm. For more
4 information, go to www.P65Warnings.ca.gov"; or (b) a warning consisting of a symbol
5 that is a black exclamation point in a yellow equilateral triangle with a bold black outline
6 to the left of the word "warning" in bold all capital letters, followed by the statement
7 "Reproductive Harm - www.P65Warnings.ca.gov."¹

8 3.2 The warning provided pursuant to Section 3.1 shall be affixed to or printed on the
9 Covered Product's packaging or labeling, and shall be displayed with such conspicuousness, as
10 compared with other words, statements, or designs as to render it likely to be read and understood
11 by an ordinary individual under customary conditions of purchase or use. A warning may be
12 contained in the same section of the packaging, labeling, or instruction booklet that states other
13 safety warnings, if any, concerning the use of the product and shall be at least the same size as
14 those other safety warnings. Provided, however, that all Covered Products that have been or will
15 have been distributed, shipped, or sold, or otherwise placed in the stream of commerce through
16 and including ten (10) days after the Effective Date of this Consent Judgment, or January 1, 2019,
17 whichever is later, are exempt from the provisions of Section 3.1 and are included in the release
18 in Section 5. Further provided that Weber may manufacture or package and sell Covered
19 Products without providing a Proposition 65 compliant warning so long as such products are only
20 for sale to consumers located outside of California and Weber does not distribute them into
21 California.

22 3.3 The warning statement exemplar and graphic, attached hereto as Exhibit A, is
23 hereby deemed to be a clear and reasonable warning under, and to fully comply with, Health &
24 Safety §25249.6 and the implementing regulations. Defendant may comply with Section 3.1 by
25

26 ¹ The triangular symbol need only be in yellow where the sign, label, shelf tag or other
27 transmission format is being printed in color for purposes of other language, symbols or designs,
28 and is printed using the color yellow.

1 either using the form of warning and graphic in Exhibit A or another form of warning statement
2 that complies with the requirements of Section 3.1.

3 3.4 For internet or catalog sales where Defendant is the retailer selling directly to
4 consumers (the "Retail Seller"), by ten (10) days after the Effective Date, or by January 1, 2019,
5 whichever is later, Defendant will provide a clear and reasonable warning in such a manner that it
6 is likely to be read and understood by an ordinary individual prior to the authorization of or actual
7 payment. For internet purchases, if a warning is provided by a clearly marked hyperlink using the
8 word "WARNING" on the product display page or by otherwise prominently displaying the
9 warning to the purchaser prior to completing the purchase, it shall be deemed to have been
10 provided in a manner that is likely to be read and understood by an ordinary individual prior to
11 the authorization of or actual payment, although these are not the only methods for reasonably
12 notifying a consumer before authorization of or actual payment.

13 3.5 For internet or catalog sales, where Defendant is not the retail seller, by ten (10)
14 days after the Effective Date, or by January 1, 2019, whichever is later, and at least once a year
15 thereafter, Defendant will provide a written notice to each of its direct customers (i.e.,
16 distributors, wholesalers and other customers purchasing directly from Defendant) that it knows
17 or reasonably should know are selling the Covered Product via the internet or catalogs, which: (a)
18 states that consumption of the Covered Products may result in an exposure to carbon monoxide;
19 (b) includes the exact name or description of the Covered Product(s) requiring a Clear and
20 Reasonable Warning or specific identifying information for the Covered Product(s) requiring a
21 Clear and Reasonable Warning (such as a Universal Product Code or other identifying
22 designation); (c) includes all necessary warning materials; and (d) informs them of the
23 requirement that a Clear and Reasonable Warning be provided to internet or catalog sales
24 consumers prior to the authorization of or actual payment. Defendant shall obtain written or
25 electronic confirmation from its direct customers of their receipt of the written notice required by
26 this Section 3.5. Acceptable forms of written or electronic confirmation include but are not
27 limited to: return receipt from USPS; proof of delivery from federal express or other overnight
28

1 delivery service; and the retailer seller's admission of receipt such as by email, regular mail, or
2 other written or electronic means. As long as Defendant complies with this Section 3.5,
3 Defendant and Defendant Releasees (except for any particular Retail Seller[s] who do[es] not
4 provide a Clear and Reasonable Warning to an internet or catalog consumer prior to authorization
5 of or actual payment on or after forty (40) days after the Effective Date, or February 1, 2019,
6 whichever is later), shall be in compliance with this Consent Judgment and shall not be subject to
7 any penalties for violations of this Consent Judgment if a different Retail Seller does not provide
8 such a Clear and Reasonable Warning to an internet or catalog consumer.

9 **4. MONETARY TERMS**

10 4.1 Within ten (10) days of the Effective Date, Defendant shall pay the total sum of
11 \$27,000 as a settlement payment as further set forth in this Section.

12 4.2 **Civil Penalty.** As a Civil Penalty pursuant to Health and Safety Code section
13 25249.7(b), and in settlement of all claims contained in or referred to in the 60-day Notice,
14 Complaint, and this Consent Judgment, Weber shall pay \$2,000.00 to be apportioned in
15 accordance with California Health & Safety Code § 25192, with 75% of these funds remitted to
16 the State of California's Office of Environmental Health Hazard Assessment ("OEHHA") and the
17 remaining 25% of the Civil Penalty remitted to Ferreiro, as provided by California Health &
18 Safety Code § 25249.12(d).

19 4.1.1 Within ten (10) days of the Effective Date, Weber-Stephen Products shall
20 issue two separate checks for the Civil Penalty payment to (a) "OEHHA" in the amount of
21 \$1,500.00; and to (b) "Brodsky & Smith, LLC in Trust for Ferreiro" in the amount of \$500.00.
22 Payment owed to Ferreiro pursuant to this Section shall be delivered to the following payment
23 address:

24 Evan J. Smith, Esquire
25 Brodsky & Smith, LLC
26 Two Bala Plaza, Suite 510
Bala Cynwyd, PA 19004

27 Payment owed to OEHHA (EIN: 68-0284486) pursuant to this Section shall be delivered directly
28 to OEHHA (Memo Line "Prop 65 Penalties") at one of the following address(es):

1 For United States Postal Service Delivery:

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

7 For Non-United States Postal Service Delivery:

8 Mike Gyurics
9 Fiscal Operations Branch Chief
10 Office of Environmental Health Hazard Assessment
11 1001 I Street
12 Sacramento, CA 95814

13 A copy of the check payable to OEHHA shall be mailed to Brodsky & Smith, LLC at the address
14 set forth above as proof of payment to OEHHA.

15 4.3 **Attorneys' Fees.** Within ten (10) days of the Effective Date, and in settlement of
16 all claims that are alleged, or could have been alleged in the Complaint concerning the Covered
17 Products, Weber shall pay \$25,000.00 to Brodsky & Smith, LLC ("Brodsky Smith") as complete
18 reimbursement for Ferreiro's attorneys' fees and costs incurred as a result of investigating,
19 bringing this matter to Weber-Stephen Products' attention, litigating and negotiating and
20 obtaining judicial approval of a settlement in the public interest, pursuant to Code of Civil
21 Procedure section 1021.5.

22 **5. RELEASE OF ALL CLAIMS**

23 5.1 As to the Covered Products, this Consent Judgment is a full, final, and binding
24 resolution between Ferreiro acting on his own behalf, and on behalf of the public interest, and
25 Weber and Defendant Releasees (as defined below). Ferreiro, acting on his own behalf, and on
26 behalf of the public interest, forever releases and discharges Weber and its past and present
27 officers, directors, owners, shareholders, employees, agents, attorneys, parent companies,
28 subsidiaries, divisions, affiliates, suppliers, franchisees, licensees, licensors, customers,
distributors, wholesalers, retailers, partners, sister companies, and all entities from whom they
obtain, and to whom they directly or indirectly distribute or sell, Covered Products, and the
predecessors, successors, assigns, affiliates, parent companies and subsidiaries of any of them,

1 including but not limited to Orchard Supply Company, LLC, their parent, and all subsidiaries and
2 affiliates thereof and their respective employees, agents, and assigns (“Defendant Releasees”)
3 from all claims and causes of action for any (1) violation of Proposition 65 (including but not
4 limited to the claims made in the Complaint) based on exposure to carbon monoxide from
5 Covered Products as set forth in the Notice, or (2) any other statutory or common law claim based
6 on failure to provide clear and reasonable warnings for exposure to carbon monoxide from the
7 Covered Products, with respect to any Covered Products manufactured, distributed, or sold by
8 Weber through and including ten (10) days after the Effective Date of this Consent Judgment, or
9 January 1, 2019, whichever is later. This Consent Judgment shall have preclusive effect such that
10 no other person or entity, whether purporting to act in his, her, or its interests or the public interest
11 shall be permitted to pursue and/or take any action with respect to any violation of Proposition 65
12 that was alleged in the Complaint, or that could have been brought pursuant to the Notice against
13 Weber or the Defendant Releasees, including but not limited to (“Proposition 65 Claims”). As to
14 actual or alleged exposures to carbon monoxide from the Covered Products, compliance with the
15 terms of this Consent Judgment resolves any issue now and in the future concerning compliance
16 by Weber and the Defendant Releasees with the requirements of Proposition 65 and constitutes
17 compliance with Proposition 65 with regard to the Covered Products.

18 5.2 In addition to the foregoing, Ferreiro, on behalf of himself, his past and current
19 agents, representatives, attorneys, and successors and/or assignees, and *not* in his representative
20 capacity, hereby waives all rights to institute or participate in, directly or indirectly, any form of
21 legal action and releases Weber and Defendant Releasees from any and all manner of actions,
22 causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements,
23 promises, liabilities, damages, charges, losses, costs, expenses, and attorneys’ fees, of any nature
24 whatsoever, known or unknown, in law or equity, fixed or contingent, now or in the future, with
25 respect to any alleged violations of Proposition 65 related to or arising from Covered Products
26 manufactured, distributed, or sold by Weber or Defendant Releasees. It is possible that other
27 claims not known to the parties, arising out of facts alleged in the 60-Day Notice or the
28

1 Complaint and relating to the Covered Products will develop or be discovered. Ferreiro on behalf
2 of himself only, and Weber on behalf of itself only, acknowledge that this Consent Judgment is
3 expressly intended to cover and include all such claims up through and including ten (10) days
4 after the Effective Date, or January 1, 2019, whichever is later, including all rights of action
5 therefor. With respect to the foregoing waivers and releases in this paragraph, Ferreiro hereby
6 specifically waives any and all rights and benefits which he now has, or in the future may have,
7 conferred by virtue of the provisions of Section 1542 of the California Civil Code, which
8 provides as follows:

9
10 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
11 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
12 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF
13 KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS
14 SETTLEMENT WITH THE DEBTOR.

15 5.3 Weber waives any and all claims against Ferreiro, his attorneys and other
16 representatives, for any and all actions taken or statements made (or those that could have been
17 taken or made) by Ferreiro and his attorneys and other representatives, whether in the course of
18 investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter,
19 and/or with respect to Covered Products.

20 **6. INTEGRATION**

21 6.1 This Consent Judgment contains the sole and entire agreement of the Parties and
22 any and all prior negotiations and understandings related hereto shall be deemed to have been
23 merged within it. No representations or terms of agreement other than those contained herein
24 exist or have been made by any Party with respect to the other Party or the subject matter hereof.

25 **7. GOVERNING LAW**

26 7.1 The terms of this Consent Judgment shall be governed by the laws of the State of
27 California and apply within the State of California. In the event that Proposition 65 is repealed or
28 is otherwise rendered inapplicable by reason of law generally, or as to Covered Products, then
Defendant shall have no further obligations pursuant to this Consent Judgment with respect to,
and to the extent that, Covered Products are so affected.

1 **8. NOTICES**

2 8.1 Unless specified herein, all correspondence and notices required to be provided
3 pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (i)
4 first-class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any
5 party by the other party at the following addresses:

6 For Defendant:

7 Scott Hall
8 Coblentz Patch Duffy & Bass LLP
9 One Montgomery Street, Suite 3000
 San Francisco, CA 94104

10 And

11 For Ferreiro:

12 Evan Smith
13 Brodsky & Smith, LLC
14 9595 Wilshire Blvd., Ste. 900
 Beverly Hills, CA 90212

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

17 **9. COUNTERPARTS; FACSIMILE SIGNATURES**

18 9.1 This Consent Judgment may be executed in counterparts and by facsimile, each of
19 which shall be deemed an original, and all of which, when taken together, shall constitute one and
20 the same document.

21 **10. SERVICE ON THE ATTORNEY GENERAL**

22 10.1 Ferreiro shall serve a copy of this Consent Judgment, signed by both parties, on
23 the California Attorney General on behalf of the Parties so that the Attorney General may review
24 this Consent Judgment prior to its submittal to the Court for approval. No sooner than forty-five
25 (45) days after the Attorney General has received the aforementioned copy of this Consent
26 Judgment, and in the absence of any written objection by the Attorney General to the terms of the
27 Consent Judgments, the Parties may then submit it to the Court for approval.
28

1 **11. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)/COURT**
2 **APPROVAL**

3 11.1 Ferreiro agrees to comply with the requirements set forth in California Health &
4 Safety Code §25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment.
5 Defendant agrees it shall support approval of such Motion. Upon entry of the Consent Judgment,
6 Weber and Ferreiro waive their respective rights to a hearing or trial on the allegations of the
7 Complaint.

8 11.2 This Consent Judgment shall not be effective until it is approved and entered by
9 the Court and shall be null and void if, for any reason, it is not approved by the Court. In such
10 case, the Parties agree to meet and confer on how to proceed and if such agreement is not reached
11 within 30 days, the case shall proceed on its normal course.

12 11.3 If the California Attorney General objects to any term in this Consent Judgment,
13 the Parties shall use their reasonable and diligent best efforts to resolve the concern in a timely
14 manner, and if possible prior to the hearing on the motion.

15 11.4 If the Court approves this Consent Judgment and is reversed or vacated by an
16 appellate court, the Parties shall meet and confer as to whether to modify the terms of this
17 Consent Judgment. If the Parties do not jointly agree on a course of action to take, the case shall
18 proceed on its normal course on the trial court's calendar.

19 **12. ENFORCEMENT OF JUDGMENT**

20 12.1 The terms of this Consent Judgment shall be enforced exclusively by the Parties
21 hereto. The Parties may, by noticed motion or order to show cause before the Superior Court of
22 Alameda County, giving the notice required by law, enforce the terms and conditions contained
23 herein.

24 12.2 Before filing a motion or order to show cause under Section 12.1, Ferreiro shall
25 provide Weber with at least thirty (30) days written notice of any alleged violations of the terms
26 and conditions contained in this Consent Judgment, and the parties shall meet and confer in good
27 faith in an effort to resolve any such alleged violations. As long as Weber cures any such alleged
28

1 violations within the thirty (30) day period (or if any such violation cannot practicably be cured
2 within 30 days, it expeditiously initiates a cure within 30 days and completes it as soon as
3 practicable) and Weber provides proof to Plaintiff that the alleged violation(s) was the result of
4 good faith mistake or accident, then Weber shall not be in violation of the Consent Judgment.
5 Weber shall have the ability to avail itself of the benefits of this Section two (2) times per three-
6 year (3-year) period following the Effective Date.

7 **13. MODIFICATION**

8 13.1 This Consent Judgment may be modified only by further stipulation of the Parties
9 and the approval of the Court or upon the granting of a motion brought to the Court by either
10 Party. If either party requests or initiates a modification, then it shall meet and confer with the
11 other Party in good faith before filing a motion with the Court seeking to modify it.

12 **14. ATTORNEY'S FEES**

13 14.1 A Party who unsuccessfully brings or contests an action arising out of this Consent
14 Judgment shall be required to pay the prevailing party's reasonable attorney's fees and costs.

15 14.2 Nothing in this Section shall preclude a Party from seeking an award of sanctions
16 pursuant to law.

17 **15. RETENTION OF JURISDICTION**

18 15.1 This Court shall retain jurisdiction of this matter to implement or modify the
19 Consent Judgment.

20 **16. AUTHORIZATION**

21 16.1 The undersigned are authorized to execute this Consent Judgment on behalf of
22 their respective Parties and have read, understood and agree to all of the terms and conditions of
23 this document and certify that he or she is fully authorized by the Party he or she represents to
24 execute the Consent Judgment on behalf of the Party represented and legally bind that Party.
25 Except as explicitly provided herein each Party is to bear its own fees and costs.
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AGREED TO:

AGREED TO:

Date: 8/3/18

Date: 7/31/2018

By: Anthony Ferreiro
ANTHONY FERREIRO

By: [Signature]
WEBER-STEPHEN PRODUCTS LLC

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

Judge of Superior Court

weber.com



LIGHTER CUBES
CUBITOS DE COMBUSTIBLE



LIGHTER CUBES
CUBITOS DE COMBUSTIBLE



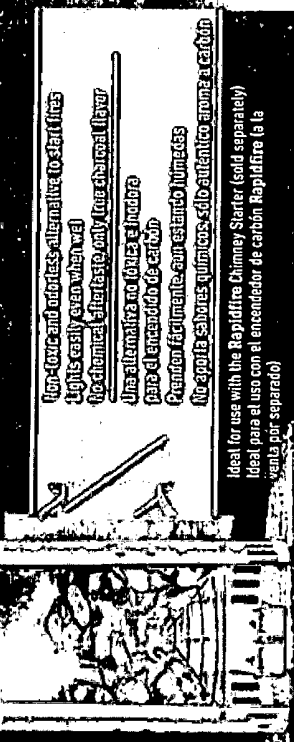
CAUTION: FLAMMABLE
If medical advice is needed, have product container or label at hand. Keep away from heat / sparks / open flame / hot surfaces - No Smoking. Keep out of the reach of children. Not for consumption. Read carefully other cautions on the rear panel.

PRECAUCIÓN: INFLAMABLE
Si se necesita un dispositivo médico, tenga el recipiente o la etiqueta a la mano. Manténgase alejado del calor / chispas / llama expuesta / superficies calientes - No fumar. Mantenerlos alejados del alcance de los niños. No aptos para consumo. Lea atentamente otra precauciones en el panel posterior.

x 24



LIGHTER CUBES
CUBITOS DE COMBUSTIBLE



Non-toxic and odorless alternative to start fires. Lights easily even when wet.
No chemical additives, only pure charcoal (lignin) and a natural binder.
Para el encendido de carbón.
Presentan físicamente sus estancos húmedos.
No aporta sabores químicos, sólo autolignito aroma a carbón.

Ideal for use with the Rapidfire Chimney Starter (sold separately).
Ideal para el uso con el encendedor de carbón Rapidfire (a la venta por separado).

CAUTION: FLAMMABLE Lighter cubes must be completely burned before cooking. If swallowed, do not induce vomiting. Wear protective gloves. IF ON SKIN - Wash with soap and water. IF IN EYES - Rinse continuously with water for several minutes. Remove contact lenses if present and easy to do - continue rinsing. In case of fire - use CO2, Halon (if permitted), dry chemical, or foam for extinction. Dispose of contents / container to a licensed treatment, storage or disposal facility. **WARNING:** This product can expose you to chemicals including combustion by-products [including soot and carbon monoxide], which are 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.

PRECAUCIÓN: INFLAMABLE Los cubitos de combustible deberán quemarse completamente antes de cocinar. Si se ingiere, no induzca al vómito. Lleve puestos guantes protectores. SI SOBRE LA PIEL - Lávese con agua y jabón. SI SOBRE LOS OJOS - Enjuague continuamente con agua durante varios minutos. Retire los lentes de contacto si los hubiere y fuese fácil de hacerse, y continúe enjuagando. En caso de fuego - Utilice CO2, Halón (si se permite), polvos químicos secos o espuma para extinguirlo. Descarte el contenido/recipiente en una instalación certificada para el tratamiento, almacenamiento o eliminación de los mismos. **ADVERTENCIA:** Este producto puede exponer al usuario a ciertas sustancias químicas, incluidas algunas derivadas de la combustión (como el hollín y el monóxido de carbono), que el estado de California considera cancerígenas y causantes de defectos congénitos u otros daños reproductivos. Para más información, visite www.P65Warnings.ca.gov.

7417



Flammable Solids
Sólidos inflamables

Importado y distribuido en México por:
Kasser-Stephen Products S.A. de C.V.
AVIADLE PÁEZ 139-139A Colima, COLOMBIA FOUNDED IN SECURITY
R.F. WELLS, HALLADO: CIUDAD DE MÉXICO, C.P. 11580
Teléfono: 01800-00-442688 (93237)



Instructions

- Place 2-3 cubes in center of charcoal grate.
- Pile briquettes in a pyramid fashion on top of lighter cubes, with corner of cubes showing.
- Light cubes, leaving grill lid off.
- Let charcoal burn 25-30 minutes, until asbed over before cooking.

Instructions

- Coloque de 2 a 3 cubos en el centro de la parrilla para carbón.
- Coloque las brickets en forma de pirámide, sobre los cubos enciéndolos, dejando que se vean los esquinas de los cubos.
- Encienda los cubos, sin colocar la tapa de la parrilla.
- Deje que el carbón se cocine por 25 a 30 minutos, hasta que esté cubierto por cenizas antes de cocinar.

HAYWARD HALL OF JUSTICE

Case # RG18-906799 Case Name Ferreiro V Weber-Stephen

DECLARATION OF SERVICE BY MAIL (C.C.P. 1013A (1), 2015.5)

My business address is 24405 Amador Street, Hayward, California 94544. I am, and was at the time the herein mentioned mailing took place, a citizen of the United States, employed in the County where said mailing occurred, over the age of eighteen years and not a party to the above entitled cause.


On November 1, 2018 I served the foregoing document by depositing a copy thereof, enclosed in a separate, sealed envelope, with the postage thereon fully prepaid, in the United States mail box at Hayward, County of Alameda, California, each of which envelopes was addressed respectively as follows:

Evan J. Smith
Brodsky & Smith LLC
9595 Wilshire Blvd., Suite 900
Beverly Hills, CA 90212

Howard A. Slavitt
Coblentz Patch
One Montgomery St., Ste. 3000
San Francisco, CA 94104

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 1, 2018, at Hayward, California.



(Signature of Declarant)