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12 Attorneys for Plaintiff Mateel Environmental  
13 Justice Foundation

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 COUNTY OF SAN FRANCISCO

16 MATEEL ENVIRONMENTAL JUSTICE  
17 FOUNDATION,

18 Plaintiff,

19 vs.

20 STAUB, S.A.; WILLIAMS-SONOMA,  
21 INC.; TARGET CORPORATION,

22 Defendants.

Case No. No. CGC-07-461732

**[PROPOSED] CONSENT JUDGMENT AS  
TO DEFENDANT STAUB S.A.**

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1       **1.       INTRODUCTION**

2               1.1       On March 27, 2007, the MATEEL ENVIRONMENTAL JUSTICE  
3 FOUNDATION ("Plaintiff" or "MEJF") acting on behalf of itself and the general public, filed a  
4 Complaint for civil penalties and injunctive relief ("Complaint") in San Francisco Superior Court,  
5 Case No. CGC-07-461732, against defendant STAUB S.A. ("Defendant"). The Complaint  
6 alleges, among other things, that Defendant violated provisions of the Safe Drinking Water and  
7 Toxic Enforcement Act of 1986, Health and Safety Code Sections 25249.5, et seq. (Proposition  
8 65) by failing to give clear and reasonable warnings to those residents of California who handle  
9 and use cookware with brass handles that contain lead that handling and use of these products  
10 causes those residents to be exposed to lead and/or lead compounds. The Complaint was based  
11 upon a 60-Day Notice letter, dated July 27, 2006, sent by MEJF to Defendant, the California  
12 Attorney General, all District Attorneys, and all City Attorneys with populations exceeding  
13 750,000 ("Notice Letter").

14               1.2       Defendant is a business that employs more than ten persons, and manufactures,  
15 markets or sells cookware with brass handles that allegedly contain lead and/or lead compounds.  
16 Pursuant to Health and Safety Code Section 25249.8, lead and lead compounds are known to the  
17 State of California to cause cancer and reproductive toxicity. Plaintiff MEJF alleges that  
18 cookware with lead-containing brass handles that is marketed or sold by Defendant for use in  
19 California requires a warning under Proposition 65, pursuant to Health and Safety Code Section  
20 25249.6. Defendant denies that a warning is required. For purposes of this Consent Judgment, the  
21 parties stipulate that this Court has jurisdiction over the allegations of violations contained in the  
22 Complaint and personal jurisdiction over Defendant as to the acts alleged in the Complaint, that  
23 venue is proper in the County of San Francisco, and that this Court has jurisdiction to enter this  
24 Consent Judgment as a full settlement and resolution of the allegations contained in the  
25 Complaint and of all claims which were or could have been raised by any person or entity based  
26 in whole or in part, directly or indirectly, on the facts alleged therein or arising there from or  
27 related to.

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1           1.3     This Consent Judgment resolves claims that are denied and disputed. The parties  
2 enter into this Consent Judgment pursuant to a full and final settlement of any and all claims  
3 between the parties for the purpose of avoiding prolonged litigation. This Consent Judgment shall  
4 not constitute an admission with respect to any material allegation of the Complaint, each and every  
5 allegation of which Defendant denies, nor may this Consent Judgment or compliance with it be used  
6 as evidence of any wrongdoing, misconduct, culpability or liability on the part of Defendant.

7           1.4.     For purposes of this Consent Judgment, the term "Covered Products" means  
8 cookware with brass handles manufactured, marketed or offered for sale by Defendant.

9           1.5     The term "Effective Date" means 90 days after entry of this Consent Judgment.

10         **2.     SETTLEMENT PAYMENT**

11           2.1     Defendant shall pay \$20,000 to the Klamath Environmental Law Center ("KELC")  
12 to cover Plaintiff's attorneys' fees. Additionally, Defendant shall pay \$5,000 to the Ecological  
13 Rights Foundation, and \$5,000 to Californians for Alternatives to Toxics, for use toward reducing  
14 exposures to toxic chemicals and other pollutants, and toward increasing consumer, worker and  
15 community awareness of health hazards posed by lead and other toxic chemicals. The parties agree  
16 and acknowledge that the charitable contributions made pursuant to this section shall not be  
17 construed as a credit against the personal claims of absent third parties for restitution against  
18 Defendant. The above described payments shall be forwarded by Defendant so that they are received  
19 at least 5 days prior to the hearing date scheduled for approval of this Consent Judgment. If the  
20 Consent Judgment is not approved within 120 days of the date scheduled for approval, the above  
21 described payments shall be returned and the provisions of this Consent judgment shall become null  
22 and void.

23           2.2     Defendant shall not be required to pay a civil penalty pursuant to Health and  
24 Safety Code Section 25249.7(b).

25         **3.     ENTRY OF CONSENT JUDGMENT**

26           3.1     The parties hereby request that the Court promptly enter this Consent Judgment.  
27 Upon entry of the Consent Judgment, Defendant and MEJF waive their respective rights to a  
28 hearing or trial on the allegations of the Complaint.

1     **4.     MATTERS COVERED BY THIS CONSENT JUDGMENT**

2             4.1     This Consent Judgment is a final and binding resolution, as to Covered Products,  
3     between MEJF, acting on behalf of itself and (as to those matters raised in the Notice Letter) the  
4     general public, and Defendant of: (i) any violation of Proposition 65 (including but not limited to  
5     the claims made in the Complaint); and (ii) any other statutory or common law claim to the fullest  
6     extent that any of the foregoing described in (i) or (ii) were or could have been asserted by any  
7     person or entity against Defendant or its parents, subsidiaries or affiliates, and all of their  
8     suppliers, customers, distributors, wholesalers, retailers, or any other person in the course of  
9     doing business, and the successors and assigns of any of them, who may use, maintain, distribute  
10    or sell Covered Products ("Released Entities"), based on its or their exposure of persons to lead or  
11    lead compounds from Covered Products or their failure to provide a clear and reasonable warning  
12    of exposure to such individuals; and (iii) as to alleged exposures to lead or lead compounds from  
13    Covered Products, any other claim based in whole or in part on the facts alleged in the Complaint,  
14    whether based on actions committed by the Released Entities or others. As to alleged exposures  
15    to lead or lead compounds from Covered Products, compliance with the terms of this Consent  
16    Judgment resolves any issue, now and in the future, concerning compliance by Defendant and the  
17    Released Entities, with the requirements of Proposition 65 with respect to Covered Products, and  
18    any alleged resulting exposure. Notwithstanding any other provision in Section 4, no releases on  
19    behalf of the general public shall be construed to extend to claims concerning chemicals listed  
20    under Proposition 65 other than lead and/or lead compounds or to claims not arising out of  
21    allegations in the Notice Letter.

22             4.2     As to alleged exposures to lead or lead compounds from Covered Products,  
23    MEJF, by and on behalf of itself and its respective agents, successors and assigns, waives any and  
24    all rights to institute any form of legal action, and releases all claims against Defendant and the  
25    Released Entities, and all of their respective parents, subsidiaries or affiliates, and all of their  
26    suppliers, customers, distributors, wholesalers, retailers, or any other person in the course of doing  
27    business, and the successors and assigns of any of them, who may use, maintain, distribute or sell the  
28    Covered Products, whether, under Proposition 65 or otherwise, arising out of or resulting from, or

1 related directly or indirectly to, in whole or in part, the Covered Products, including but not  
2 limited to any exposure to, or failure to warn with respect to, the Covered Products that was or  
3 could have been alleged by Plaintiff against any of the Released Entities based on the facts  
4 alleged in the Complaint, or facts similar to those alleged (referred to collectively in this  
5 paragraph as the "Claims"). In furtherance of the foregoing, as to alleged exposures to lead and  
6 lead compounds from Covered Products, MEJF hereby waives any and all rights and benefits  
7 which it now has, or in the future may have, conferred upon it with respect to the Claims by virtue  
8 of the provisions of section 1542 of the California Civil Code, which provides as follows:

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

13           4.3   MEJF understands and acknowledges that the significance and consequence of  
14 this waiver of California Civil Code section 1542 is that even if MEJF suffers future damages  
15 arising out of or resulting from, or related directly or indirectly to, in whole or in part, the  
16 Covered Products, including but not limited to any exposure to, or failure to warn with respect to  
17 exposure to, lead or lead compounds from Covered Products, MEJF will not be able to make any  
18 claim for those damages against Defendant or the Released Entities; provided however, Plaintiff  
19 cannot and expressly does not release any claims for personal injury that could be brought by any  
20 other individual or organization. Furthermore, MEJF acknowledges that it intends these  
21 consequences for any such Claims as may exist as of the date of this release but which MEJF  
22 does not know exist, and which, if known, would materially affect their decision to enter into this  
23 Consent Judgment, regardless of whether their lack of knowledge is the result of ignorance,  
24 oversight, error, negligence, or any other cause. Notwithstanding the above, Williams-Sonoma  
25 shall not be deemed a Released Entity, nor shall it benefit from the releases of liability granted in  
26 Sections 4.1 through 4.3.

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1     **5.     ENFORCEMENT OF JUDGMENT**

2             5.1     The terms of this Consent Judgment shall be enforced exclusively by the parties  
3 hereto. The parties may, by noticed motion or order to show cause before the Superior Court of  
4 San Francisco County, giving the notice required by law, enforce the terms and conditions  
5 contained herein.

6     **6.     MODIFICATION OF JUDGMENT**

7             6.1     This Consent Judgment may be modified only upon written agreement of the  
8 parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of  
9 any party as provided by law and upon entry of a modified Consent Judgment by the Court.

10            6.2     If, with respect to brass containing lead, the Attorney General of the State of  
11 California or Plaintiff permit any other reformulation standard by way of settlement or  
12 compromise with any other person in the course of doing business, or any other entity, or if  
13 another reformulation standard for brass is incorporated by way of final judgment as to any other  
14 person in the course of doing business, or any other entity, then Defendant is entitled to seek a  
15 modification to this Consent Judgment on the same terms as provided in those settlements,  
16 compromises or judgments.

17     **7.     REFORMULATION STANDARD**

18            7.1     On and after the Effective Date, the brass alloys used in manufacturing all Covered  
19 Products sold by Defendant for resale or use in California shall meet the following criteria:

20            7.2     (a) The brass used to manufacture the Covered Products shall have no lead as an  
21 intentionally added constituent and; (b) A representative sample of the brass alloys used to  
22 manufacture the Covered Products shall have been tested for lead, and must have shown lead  
23 content by weight of less than 0.03% (300 parts per million "300 ppm"), using a test method of  
24 sufficient sensitivity to establish a limit of quantification (as distinguished from detection) of less  
25 than 300 ppm.

26            7.3     In the event that MEJF settles another actual or potential claim concerning the  
27 alleged failure of a business to provide adequate Proposition 65 warnings concerning its  
28 manufacture, distribution or sale of Covered Products in California, and agrees to a standard for

1 reformulation that allows for lead content by weight of greater than 300 ppm in the brass alloys,  
2 Defendant's compliance with the less stringent standard will be deemed to meet the requirements  
3 of this Section 7.

4 **8. RETENTION OF JURISDICTION**

5 8.1 This Court shall retain jurisdiction of this matter to implement and enforce the  
6 terms this Consent Judgment.

7 **9. AUTHORITY TO STIPULATE**

8 9.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized  
9 by the party he or she represents to enter into this Consent Judgment and to execute it on behalf of  
10 the party represented and legally to bind that party.

11 **10. DUTIES LIMITED TO CALIFORNIA**

12 10.1 This Consent Judgment shall have no effect on Covered Products sold by  
13 Defendant outside the State of California.

14 **11. SERVICE ON THE ATTORNEY GENERAL**

15 11.1 KELC shall serve a copy of this Consent Judgment, signed by all parties, on the  
16 California Attorney General on behalf of the parties so that the Attorney General may review this  
17 Consent Judgment prior to its submittal to the Court for approval. No sooner than forty five (45)  
18 days after the Attorney General has received the aforementioned copy of this Consent Judgment,  
19 and in the absence of any written objection by the Attorney General to the terms of this Consent  
20 Judgment, the parties may then submit it to the Court for approval.

21 **12. ENTIRE AGREEMENT**

22 12.1 This Consent Judgment contains the sole and entire agreement and understanding  
23 of the parties with respect to the entire subject matter hereof and any and all prior discussions,  
24 negotiations, commitments and understandings related hereto. No representations, oral or  
25 otherwise, express or implied, other than those contained herein have been made by any party  
26 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed  
27 to exist or to bind any of the parties.  
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1 **13. GOVERNING LAW**

2 13.1 The validity, construction and performance of this Consent Judgment shall be  
3 governed by the laws of the State of California, without reference to any conflicts of law  
4 provisions of California law.

5 **14. EXECUTION AND COUNTERPARTS**

6 14.1 This Consent Judgment may be executed in counterparts and by means of  
7 facsimile, which taken together shall be deemed to constitute one document.

8 **15. COURT APPROVAL**

9 15.1 If this Consent Judgment, in its entirety, is not approved by the Court, it shall be  
10 of no force or effect, and cannot be used in any proceeding for any purpose.

11 **16. NOTICES**

12 16.1 Any notices under this Consent Judgment shall be by personal delivery of First  
13 Class Mail.

14 If to MEJF: William Verick, Esq.  
15 Klamath Environmental Law Center  
16 424 First Street  
Eureka, CA 95501

17 If to Staub S.A.: Catherine Bourdais  
18 Administration & Accounting Manager  
19 Staub USA  
115 Pine Street, Suite 350  
Long Beach, CA 90802

20 With copy to: James R. Arnold  
21 THE ARNOLD LAW PRACTICE  
22 225 Bush Street, 16th Floor  
San Francisco, CA 94101

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IT IS SO STIPULATED:

Dated: \_\_\_\_\_

MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION

By: *William Verick*  
WILLIAM VERICK

Dated: *July 9, 2008*

STAUB S.A.

By: *H. Gerard*  
Its: HUGUACHE GERARD  
General Manager  
STAUB GROUP

IT IS SO ORDERED, ADJUDGED AND DECREED:

DATED: \_\_\_\_\_

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT