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20 HALSTEAD NEW ENGLAND CORPORATION

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

JOHN MOORE, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
HALSTEAD NEW ENGLAND )  
CORPORATION; THE HOME )  
DEPOT, INC.; *et al.*, )  
 )  
Defendants. )

Case No. CIV-1006130

**[PROPOSED] CONSENT JUDGMENT**

Dept: B  
Judge: Hon. Roy O. Chernus  
Date: None set

Complaint Filed: November 19, 2010

1 **1. INTRODUCTION**

2 **1.1 Parties**

3 This Consent Judgment is entered into by and between plaintiff John Moore (“Moore” or  
4 “Plaintiff”) on the one hand, and Halstead New England Corporation (“Halstead”) and Metroflor  
5 Corp. (“Metroflor”) (collectively the “Defendants”) on the other hand, with Moore, Halstead and  
6 Metroflor collectively referred to as the “Parties.”

7 **1.2 John Moore**

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

11 **1.3 Halstead New England Corporation**

12 Moore alleges that Halstead employs ten or more persons and is a person in the course of  
13 doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986,  
14 California Health & Safety Code § 25249.6, *et seq.* (“Proposition 65”).

15 **1.4 Metroflor Corp.**

16 Moore contends that Metroflor employs ten or more persons and is a person in the course of  
17 doing business for purposes of Proposition 65.

18 **1.5 General Allegations**

19 Moore asserts that Halstead and Metroflor have manufactured, imported, distributed and/or  
20 sold vinyl flooring that contain phthalates, including di(2-ethylhexyl)phthalate (“DEHP”), without  
21 the requisite Proposition 65 warnings. DEHP is on the Proposition 65 list as known to cause cancer  
22 as well as birth defects and other reproductive harm.

23 **1.6 Product Description**

24 The products that are covered by this Consent Judgment are defined as vinyl flooring  
25 containing DEHP manufactured, imported, distributed, sold and/or offered for sale in California by  
26 Halstead and Metroflor, respectively, including, but not limited to, *Traffic Master Images Vinyl*  
27  
28

1 *Tile, Red Wood (#0 88969 55331 7), Traffic Master Images Vinyl Tile, HB Amber (#0 88969 55303*  
2 *4) and Metro Design Tile, Pattern: Stone, No. 1520 Rock.* All such vinyl flooring containing DEHP  
3 is referred to hereinafter as the “Products.”

4 **1.7 Notices of Violation**

5 On June 17, 2010, Moore served Halstead and various public enforcement agencies, with a  
6 document entitled “60-Day Notice of Violation” (the “Halstead Notice”) that provided the  
7 recipients with notice of alleged violations of California Health & Safety Code § 25249.6 based on  
8 Halstead’s alleged failure to warn consumers and others that the Products exposed users in  
9 California to DEHP. No public enforcer has prosecuted the allegations set forth in the Halstead  
10 Notice.

11 On November 23, 2010, Moore served Halstead, The Home Depot, Inc. (“Home Depot”)  
12 and various public enforcement agencies with a document entitled “Supplemental 60-Day Notice of  
13 Violation” (the “Supplemental Notice”) that provided the recipients with notice of alleged  
14 violations of California Health & Safety Code § 25249.6 based on Halstead’s and Home Depot’s  
15 alleged failure to warn consumers and others that the Products exposed users in California to  
16 DEHP. No public enforcer has prosecuted the allegations set forth in the Supplemental Notice.

17 On August 30, 2013, Moore served Metroflor and various public enforcement agencies,  
18 with a document entitled “60-Day Notice of Violation” (the “Metroflor Notice”) that provided the  
19 recipients with notice of alleged violations of California Health & Safety Code § 25249.6 based on  
20 Metroflor’s alleged failure to warn consumers and others that the Products exposed users in  
21 California to DEHP. No public enforcer has prosecuted the allegations set forth in the Metroflor  
22 Notice. The Halstead Notice, Supplemental Notice and Metroflor Notice shall hereinafter  
23 collectively be referred to as the “Notices.”

24 **1.8 Complaint**

25 On or about, November 19, 2010, Moore filed a complaint in the Superior Court in and for  
26 the County of Marin against Halstead New England Corporation and Does 1 through 150, *Moore v.*  
27 *Halstead, et al.*, Case No. CIV-1006130 (“Complaint” or “Action”), alleging violations of  
28 California Health & Safety Code § 25249.6, based on the alleged exposures to DEHP contained in

1 certain vinyl flooring products sold by Halstead. On or about February 17, 2011, Moore filed a  
2 First Amended Complaint adding Home Depot as a named defendant and incorporating the  
3 allegations contained in the Supplemental Notice ("First Amended Complaint"). Upon entry of this  
4 Consent Judgment, and provided no public enforcer has elected to enforce the violations alleged in  
5 the Metroflor Notice, the First Amended Complaint shall be deemed amended *nunc pro tunc* to  
6 include: (i) Metroflor as a named Defendant; and (ii) the violations alleged by Englander in the  
7 Metroflor Notice.

8 **1.9 No Admission**

9 Halstead denies the material, factual and legal allegations contained in the Halstead Notice,  
10 the Supplemental Notice, the Complaint, and the First Amended Complaint and maintains that all  
11 products that it has manufactured, imported, marketed, distributed, sold, and/or offered for sale in  
12 California, including the Products, have been and are in compliance with all applicable laws.

13 Metroflor denies the material, factual and legal allegations contained in the Metroflor Notice  
14 and maintains that all products that it has manufactured, imported, marketed, distributed, sold,  
15 and/or offered for sale in California, including the Products, have been and are in compliance with  
16 all applicable laws.

17 Nothing in this Consent Judgment shall be construed as an admission or statement against  
18 interest by Halstead or Metroflor of any fact, finding, issue of law, or violation of law, nor shall  
19 compliance with this Consent Judgment constitute or be construed as an admission or statement  
20 against interest by Halstead or Metroflor of any fact, finding, conclusion, issue of law, or violation  
21 of law, such being specifically denied by Halstead or Metroflor. However, this section shall not  
22 diminish or otherwise affect the obligations, responsibilities and duties of Halstead or Metroflor  
23 under this Consent Judgment.

24 **1.10 Consent to Jurisdiction**

25 For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
26 jurisdiction over Halstead and Metroflor as to the allegations contained in the First Amended  
27 Complaint and the Metroflor Notice, that venue is proper in the County of Marin, and that this  
28 Court has jurisdiction to enter and enforce the provisions of this Consent Judgment.

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

2 **2.1 Reformulation Standards**

3 “Reformulated Products” are defined as: (1) Products manufactured on or after April 1,  
4 2013, that contain DEHP in concentrations less than: (a) 0.1 percent (1,000 parts per million) in the  
5 top film layer of any Product (“Top Component”); (b) 3.0 percent (30,000 parts per million) in the  
6 bottom base layer (“Bottom Component”); and (c) 2.5 percent (25,000 parts per million) in the  
7 entire Product when all components are taken as a whole; and (2) Products manufactured before  
8 April 1, 2013, that contain DEHP in concentrations less than: (a) 0.1 percent (1,000 parts per  
9 million) in the Top Component; and (b) 5.0 percent (50,000 parts per million) in the entire Product  
10 when all components are taken as a whole; provided further that DEHP is not intentionally added to  
11 the Product and is present as a component of recycled material used in the Product. Testing  
12 analysis to demonstrate compliance shall be pursuant to European Standard EN 14372, U.S.  
13 Environmental Protection Agency testing methodologies 3580A and 8270C, or any other  
14 methodology utilized by federal or state agencies for the purpose of determining the DEHP content  
15 in a solid substance. Compliance with requirements applicable to: (i) the Top Component shall be  
16 determined by testing the separate Top Component before it is manufactured, processed, or  
17 assembled into the entire Product; (ii) the Bottom Component may be determined by testing the  
18 Bottom Component which has been separated from the entire Product after it is available for sale in  
19 the market place; and (iii) the entire Product may be determined by testing the entire Product after it  
20 is available for sale in the market place. Halstead and Metroflor shall send a representative Top  
21 Component sample, before it is used to produce the entire Product, with the certifications provided  
22 under Sections 3.2 and 3.3. Additionally, Halstead shall undertake every reasonable effort to use  
23 the lowest commercially available DEHP level in all materials used in the Product.

24 **2.2 Product Warnings**

25 Commencing on October 31, 2013, Halstead and Metroflor, respectively, shall, for each of  
26 its own Products other than Reformulated Products (“Other Products”), provide clear and  
27 reasonable warnings as set forth in subsections 2.2(a) and (b). Each warning shall be prominently  
28 placed with such conspicuousness as compared with other words, statements, designs, or devices as

1 to render it likely to be read and understood by an ordinary individual under customary conditions  
2 before purchase or use. Each warning shall be provided in a manner such that the consumer or user  
3 understands to which *specific* Other Product the warning applies, so as to minimize the risk of  
4 consumer confusion.

5 (a) **Retail Store Sales.**

6 (i) **Product Labeling.** Halstead and Metroflor respectively shall affix a  
7 warning to the packaging, labeling, or directly on each of its own Other Products sold in retail  
8 outlets in California by Halstead, Metroflor, or any person selling Other Products, that states:

9 **WARNING:** This product contains DEHP, a phthalate  
10 chemical known to the State of California to  
cause birth defects and other reproductive harm.

11 (ii) **Point-of-Sale Warnings.** Alternatively, Halstead and Metroflor  
12 respectively may provide warning signs in the form below to its customers in California with  
13 instructions to post the warnings in close proximity to the point of display of the Other Products.  
14 Such instruction sent to Halstead's and Metroflor's customers shall be sent by certified mail,  
15 return receipt requested and shall state:

16 **WARNING:** This product contains DEHP, a phthalate  
17 chemical known to the State of California to  
cause birth defects and other reproductive harm.

18 Where more than one Other Product is sold in proximity to other like items or to those that  
19 do not require a warning (*e.g.*, Reformulated Products as defined in Section 2.1), the following  
20 statement must be used: <sup>1</sup>

21 **WARNING:** The following products contain DEHP, a  
22 phthalate chemical known to the State of  
23 California to cause birth defects and other  
reproductive harm.

24 (b) **Mail Order Catalog and Internet Sales.**

25 In the event that Halstead sells Other Products via mail order catalog and/or the  
26 internet, to customers located in California, after October 31, 2013, Halstead and Metroflor,

27 \_\_\_\_\_  
28 <sup>1</sup> For purposes of the Consent Judgment, "sold in proximity" shall mean that the Other Product and another product are offered for sale close enough to each other that the consumer, under customary conditions of purchase, could not reasonably determine which of the two products is subject to the warning sign.

1 respectively, shall provide a warning for each of its own Other Products sold via mail order catalog  
2 or the internet to California residents. Warnings given in the mail order catalog or on the internet  
3 shall identify the specific Other Product to which the warning applies as further specified in  
4 Sections 2.2(b)(i) and (ii).

5 **(i) Mail Order Catalog Warning.** Any warning provided in a mail  
6 order catalog shall be in the same type size or larger than the Other Product description text within  
7 the catalog. The following warning shall be provided on the same page and in the same location as  
8 the display and/or description of the Other Product:

9 **WARNING:** This product contains DEHP, a phthalate  
10 chemical known to the State of California to  
11 cause birth defects and other reproductive harm.

12 Where it is impracticable to provide the warning on the same page and in the same location  
13 as the display and/or description of the Other Product, Halstead and Metroflor, respectively, may  
14 utilize a designated symbol to cross reference the applicable warning and shall define the term  
15 “designated symbol” with the following language on the inside of the front cover of the catalog or  
16 on the same page as any order form for each of its the Other Product(s):

17 **WARNING:** Certain products identified with this symbol  
18 ▼ and offered for sale in this catalog contain  
19 DEHP, a phthalate chemical known to the  
20 State of California to cause birth defects and  
21 other reproductive harm.

22 The designated symbol shall appear on the same page and in close proximity to the display  
23 and/or description of the Other Product. On each page where the designated symbol appears,  
24 Halstead and Metroflor, respectively, shall provide a header or footer directing the consumer to the  
25 warning language and definition of the designated symbol.

26 **(ii) Internet Website Warning.** A warning may be given in conjunction  
27 with the sale of the Other Products via the internet, provided it appears either: (a) on the same web  
28 page on which a Other Product is displayed; (b) on the same web page as the order form for a  
Other Product; (c) on the same page as the price for any Other Product; or (d) on one or more web  
pages displayed to a purchaser during the checkout process. The following warning statement shall  
be used and shall appear in any of the above instances adjacent to or immediately following the

1 display, description, or price of the Other Product for which it is given in the same type size or  
2 larger than the Other Product description text:

3                   **WARNING:** This product contains DEHP, a phthalate  
4                                   chemical known to the State of California to  
                                  cause birth defects and other reproductive harm.

5           Alternatively, the designated symbol may appear adjacent to or immediately following the  
6 display, description, or price of the Other Product for which a warning is being given, provided that  
7 the following warning statement also appears elsewhere on the same web page, as follows:

8                   **WARNING:** Products identified on this page with the  
9                                   following symbol ▼ contain DEHP, a  
10                                  phthalate chemical known to the State of  
                                  California to cause birth defects and other  
                                  reproductive harm.

11 **3.       PAYMENT OF PENALTIES**

12           In settlement of all the claims referred to in this Consent Judgment, Halstead and Metroflor  
13 shall pay a total of \$540,000 in civil fines as set forth below.

14           **3.1       Initial Civil Penalty**

15           Halstead and Metroflor shall collectively pay a total of \$40,000 in initial civil penalties, to  
16 be apportioned in accordance with California Health & Safety Code § 25249.12(c) & (d), with 75%  
17 of these funds remitted to the State of California’s Office of Environmental Health Hazard  
18 Assessment (“OEHHA”) and the remaining 25% of the penalty remitted to John Moore. Separate  
19 checks for the penalty payment will be issued: (a) one check made payable to “The Chanler Group  
20 in Trust For OEHHA” in the amount of \$30,000, representing 75% of the total penalty; and (b) one  
21 check to “The Chanler Group in Trust for John Moore” in the amount of \$10,000, representing 25%  
22 of the total penalty. Two separate 1099s shall be issued for the above payments: (a) OEHHA, P.O.  
23 Box 4010, Sacramento, CA, 95814 (EIN: 68-0284486); and (b) John Moore, whose information  
24 shall be provided five calendar days before the payment is due.



1 Payment shall be delivered to Moore's counsel on or before October 18, 2013, at the  
2 following address:

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

### 6 **3.2 Second Civil Penalty**

7 Halstead and Metroflor shall collectively pay a second civil penalty totaling \$200,000 on, or  
8 before, December 19, 2014. As incentive to reformulate the Other Products, however, the second  
9 civil penalty shall be waived in its entirety if an Officer of Halstead and an Officer of Metroflor,  
10 respectively, certify in writing that, as of December 5, 2014, at least 75% of their respective Other  
11 Products, by number of sales units, that Halstead and Metroflor will continue to sell, ship and offer  
12 for sale in California after December 5, 2014, are Reformulated Products. Such certification must  
13 be received by The Chanler Group on or before December 19, 2014. If one company makes the  
14 certification and the other one does not, the company not making the certification shall pay  
15 \$100,000 as a second civil penalty. Any second civil penalty payment shall be apportioned in  
16 accordance with California Health & Safety Code § 25249.12(c) & (d), with 75% of these funds  
17 remitted to the State of California's Office of Environmental Health Hazard Assessment  
18 ("OEHHA") and the remaining 25% of the penalty remitted to John Moore. Separate checks for the  
19 second civil penalty payment shall be issued: (a) one check made payable to "The Chanler Group in  
20 Trust For OEHHA" in an amount representing 75% of the second civil penalty owed; and (b) one  
21 check to "The Chanler Group in Trust for John Moore" in an amount-representing 25% of the total  
22 penalty owed. Two separate 1099s shall be issued for the above payments: (a) OEHHA, P.O. Box  
23 4010, Sacramento, CA, 95814 (EIN: 68-0284486); and (b) John Moore, whose information shall be  
24 provided five calendar days before the payment is due (if different than the information already  
25 provided to Halstead and Metroflor under Section 3.1 above). The certification in lieu of paying the  
26 second civil penalty provided by this Section is a material term, and time is of the essence.

1 Payment shall be delivered to Moore's counsel at the following address:

2 The Chanler Group  
3 Attn: Proposition 65 Controller  
4 2560 Ninth Street  
5 Parker Plaza, Suite 214  
6 Berkeley, CA 94710

7 **3.3 Final Civil Penalty**

8 Halstead and Metroflor shall collectively pay a final civil penalty totaling \$300,000 on, or  
9 before, December 18, 2015. As incentive to reformulate the Other Products, however, the final  
10 civil penalty shall be waived in its entirety if an Officer of Halstead and an Officer of Metroflor,  
11 respectively, certify in writing that, as of December 4, 2015, at least 90% of their respective Other  
12 Products, by number of sales units, that Halstead and Metroflor will continue to sell, ship and offer  
13 for sale in California after December 4, 2015, are Reformulated Products. Such certification must  
14 be received by The Chanler Group on or before December 18, 2015. Any final civil penalty  
15 payment shall be apportioned in accordance with California Health & Safety Code § 25249.12(c) &  
16 (d), with 75% of these funds remitted to the State of California's Office of Environmental Health  
17 Hazard Assessment ("OEHHA") and the remaining 25% of the penalty remitted to John Moore.  
18 Separate checks for the final civil penalty payment shall be issued: (a) one check made payable to  
19 "The Chanler Group in Trust For OEHHA" in an amount representing 75% of the second civil  
20 penalty owed; and (b) one check to "The Chanler Group in Trust for John Moore" in an amount  
21 representing 25% of the total penalty owed. Two separate 1099s shall be issued for the above  
22 payments: (a) OEHHA, P.O. Box 4010, Sacramento, CA, 95814 (EIN: 68-0284486); and (b) John  
23 Moore, whose information shall be provided five calendar days before the payment is due (if  
24 different than the information already provided to Halstead and Metroflor under Section 3.1 above).  
25 The certification in lieu of paying the final civil penalty provided by this Section is a material term,  
26 and time is of the essence.

27 Payment shall be delivered to Moore's counsel at the following address:

28 The Chanler Group  
Attn: Proposition 65 Controller  
2560 Ninth Street  
Parker Plaza, Suite 214  
Berkeley, CA 94710

1 **4. REIMBURSEMENT OF ATTORNEY’S FEES AND COSTS**

2 The Parties reached an accord on the compensation due to Moore and his counsel under the  
3 general contract principles and the private attorney general doctrine codified at Code of Civil  
4 Procedure (“CCP”) § 1021.5. Halstead and Metroflor shall reimburse Moore and his counsel a total  
5 of \$280,000 for fees and costs incurred as a result of investigating, bringing this matter to its  
6 attention, and negotiating a settlement in the public interest. This figure includes Moore’s future  
7 fees and costs including, but not limited to, attorney’s fees to be incurred in seeking judicial  
8 approval of this Consent Judgment as well as any other legal work performed after the execution of  
9 this Consent Judgment incurred in an effort to obtain finality of the case. However, in the event a  
10 third party were to appeal entry of this Consent Judgment, Plaintiff and his counsel shall be entitled  
11 to seek their reasonable attorney’s fees and costs associated with all appellate work defending the  
12 entry of judgment pursuant to CCP § 1021.5.

13 The check for reimbursement of fees and costs shall be made payable to “The Chanler  
14 Group” and shall be delivered on or before October 18, 2013 to the following address:

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

20 A separate 1099 shall be issued to “The Chanler Group” (EIN: 94-3171522) for the amount  
21 of the reimbursement of Plaintiff’s fees and costs.

22 **5. RELEASE OF ALL CLAIMS**

23 **5.1 Full, Final and Binding Resolution of Proposition 65 Allegations**

24 This Consent Judgment is a full, final and binding resolution among: (1) Moore, on behalf  
25 of himself and the public (“Moore Releasees”); (2) Halstead, its parents, subsidiaries, related  
26 entities, successors, predecessors, assignees, directors, officers, shareholders, employees, attorneys,  
27 representatives, consultants, agents, and each entity to whom Halstead directly or indirectly  
28 distributes or sells Products including, but not limited, to downstream distributors, wholesalers,  
customers, retailers such as Home Depot, franchisees, cooperative members, licensors, and  
licensees (“Halstead Releasees”); and (3) Metroflor, its parents, subsidiaries, related entities,

1 successors, predecessors, assignees, directors, officers, employees, shareholders, attorneys,  
2 representatives, consultants, agents, and each entity to whom Metroflor directly or indirectly  
3 distributes or sells Products including, but not limited, to downstream distributors, wholesalers,  
4 customers, retailers, franchisees, cooperative members, licensors, and licensees (“Metroflor  
5 Releasees”), of any violation of Proposition 65 that may or could have been asserted by Moore  
6 Releasees against Halstead Releasees or Metroflor Releasees, based on the failure to warn about  
7 alleged exposures to DEHP contained in the Products that were sold by Halstead or Metroflor.

8 **5.2 Moore’s Public Release of Proposition 65 Claims**

9 In further consideration of the promises and agreements herein contained, Moore on behalf  
10 of himself, his past and current agents, representatives, attorneys, successors, and/or assignees, and  
11 in the interest of the general public, hereby waives all rights to institute or participate in, directly or  
12 indirectly, any form of legal action and releases all claims, including, but not limited to, all actions,  
13 and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs,  
14 fines, penalties, losses, or expenses -- including, but not limited to, investigation fees, expert fees,  
15 and attorneys’ fees-- of any nature, character or kind, whether known or unknown, suspected or  
16 unsuspected, limited to and arising under Proposition 65 with respect to DEHP in the Products sold  
17 by Halstead or Metroflor, against Halstead Releasees and Metroflor Releasees.

18 **5.3 Moore’s Individual Release of Claims**

19 Moore also, in his individual capacity only and *not* in his representative capacity, provides a  
20 release herein which shall be effective as a full and final accord and satisfaction, as a bar to all  
21 actions, causes of action, obligations, costs, expenses, attorneys’ fees, damages, losses, claims,  
22 liabilities and demands of Moore of any nature, character or kind, whether known or unknown,  
23 suspected or unsuspected, limited to and arising out of alleged or actual exposures to DEHP in the  
24 Products manufactured, distributed or sold by Halstead or Metroflor against Halstead Releasees and  
25 Metroflor Releasees.

26 **5.4 Halstead’s Release of Moore**

27 Halstead on behalf of itself, its past and current agents, representatives, attorneys,  
28 successors, and/or assignees, hereby waives any and all claims against Moore, his attorneys and

1 other representatives, for any and all actions taken or statements made (or those that could have  
2 been taken or made) by Moore and his attorneys and other representatives, whether in the course of  
3 investigating claims or otherwise seeking to enforce Proposition 65 against it in this matter with  
4 respect to the Products.

5 **5.5 Metroflor's Release of Moore**

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

12 **5.6 Dismissal of Home Depot**

13 Upon entry of this Consent Judgment, Moore shall file a dismissal without prejudice of the  
14 First Amended Complaint against Home Depot.

15 **6. COURT APPROVAL**

16 This Consent Judgment is not effective until it is approved and entered by the Court and  
17 shall be null and void if, for any reason, it is not approved and entered by the Court within one year  
18 after it has been fully executed by all Parties.

19 **7. SEVERABILITY**

20 If, subsequent to the execution of this Consent Judgment, any of the provisions of this  
21 Consent Judgment are held by a court to be unenforceable, the validity of the enforceable  
22 provisions remaining shall not be adversely affected.

23 **8. GOVERNING LAW**

24 The terms of this Consent Judgment shall be governed by the laws of the State of California  
25 and apply within the State of California. In the event that Proposition 65 is repealed, preempted or  
26 is otherwise rendered inapplicable by reason of law generally, or if any of the provisions of this  
27 Consent Judgment are rendered inapplicable or no longer require as a result of any such repeal or  
28 preemption or rendered inapplicable by reason of law generally as to the Products, then Halstead

1 and Metroflor, respectively, shall have no further obligations pursuant to this Consent Judgment  
2 with respect to, and to the extent that, the Products are so affected.

3 **9. NOTICES**

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

8 To Halstead:

9 Ben D. Whitwell  
10 Jennifer Levin  
11 VENABLE LLP  
12 2049 Century Park East  
13 Suite 2100  
14 Los Angeles, CA 90067

To Moore:

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

13 William N. Hall  
14 VENABLE LLP  
15 575 7<sup>th</sup> Street, N.W.  
16 Washington, DC 20004

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

17 **10. COUNTERPARTS; FACSIMILE SIGNATURES**

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

21 **11. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)**

22 Moore and his attorneys agree to comply with the reporting form requirements referenced in  
23 California Health & Safety Code § 25249.7(f).

24 **12. ADDITIONAL POST EXECUTION ACTIVITIES**

25 Moore, Halstead, and Metroflor agree to mutually employ their, and their counsel's, best  
26 efforts to support the entry of this agreement as a Consent Judgment and obtain approval of the  
27 Consent Judgment by the Court in a timely manner. The Parties acknowledge that, pursuant to  
28 California Health & Safety Code § 25249.7, a noticed motion is required to obtain judicial approval

1 of this Consent Judgment, which Moore shall draft and provide to Halstead and Metroflor for  
2 review and comment, which comment(s) shall be provided within 3 business days. If the  
3 reasonable comments of Halstead and Metroflor are incorporated, they shall join the noticed motion  
4 which Moore shall file. If any third party objection to the noticed motion is filed, the Parties shall  
5 work together to file a joint reply and appear at any hearing before the Court. This provision is a  
6 material component of the Consent Judgment and shall be treated as such in the event of a breach.  
7 If the Superior Court does not approve the motion to approve this Consent Judgment, and if the  
8 Parties choose not to pursue a modified Consent Judgment within 30 days after the Court's denial  
9 of the motion to approve, then all payments made pursuant to this Consent Judgment will be  
10 returned to counsel for Halstead and Metroflor.

11 **13. MODIFICATION**

12 This Consent Judgment may be modified only: (1) by written agreement of the Parties and  
13 upon entry of a modified Consent Judgment by the Court thereon; or (2) upon a successful motion  
14 of any party and entry of a modified Consent Judgment by the Court.

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1 **14. AUTHORIZATION**


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

5  
6 **AGREED TO:**

7 By:   
8 Plaintiff, John Moore

9 Date: OCTOBER 10, 2013

5  
6 **AGREED TO:**

7 By:   
8 Defendant, Halstead New England  
Corporation

9 HARLAN M STONE  
10 Print Name

11 CEO  
12 Print Title

13 Date: OCT 11, 2013

13 **AGREED TO:**

14  
15 By:   
16 Defendant, Metroflor Corporation

17 Harlan Stone  
18 Print Name

19 CEO, Director  
20 Print Title

21 Date: OCT 11, 2013

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