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10 Attorneys for Plaintiff, MATEEL
11 ENVIRONMENTAL JUSTICE FOUNDATION

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SANTA CRUZ**

15 MATEEL ENVIRONMENTAL
16 JUSTICE FOUNDATION,

17 Plaintiff,

18 v.

19
20 EUROMARKET DESIGNS,

21 Defendant.

Case No. CV 173266

CONSENT JUDGMENT

1 **1. INTRODUCTION**

2 **1.1** On or about February 14, 2012, the Mateel Environmental Justice Foundation
3 (“Mateel” or “MEJF”) by its attorneys, the Klamath Environmental Law Center (“KELC”),
4 acting on behalf of the public interest, filed a complaint for civil penalties and injunctive relief
5 in the Superior Court for the County of Santa Cruz in the action entitled *Mateel Environmental*
6 *Justice Foundation v. Euromarket Designs, Inc.*, Case No. (the “Complaint”) against
7 Euromarket Designs Inc. (“Euromarket” or “Settling Defendant”). The Settling Defendant
8 includes Crate & Barrel, CB2, Crate & Barrel Outlet and crateandbarrel.com. to the extent any
9 of the foregoing operate in California or sell Covered Products (defined below) to California
10 consumers. The Complaint in the action alleges, among other things, that Euromarket violated
11 provisions of the Safe Drinking Water and Toxic Enforcement Act of 1986, Health and Safety
12 Code Section 25249.5, et seq. (“Proposition 65”). In particular, Mateel alleges that Euromarket,
13 knowingly and intentionally exposed persons to lead or lead compounds, which under
14 Proposition 65 are chemicals known to the State of California to cause cancer and birth defects
15 of other reproductive harm. The alleged exposure arose through consumer use of Bronze
16 Terrarium (SKU # 161431), Piperi Candleholder (SKU 671-650) and five additional
17 candlesticks substantially similar to the Piperi Candleholder (SKU 671-676, 671-706, 671-668,
18 671-642, 671-684) made from leaded brass and bronze that are or were sold by Euromarket to
19 California consumers (collectively, the “Covered Products”). Mateel alleges that Settling
20 Defendant marketed Covered Products that utilize leaded brass components without first
21 providing clear and reasonable warnings in compliance with Proposition 65 to such individuals.
22 On or about July 21, 2011, Mateel sent a 60-Day Notice Letter to Euromarket, the California
23 Attorney General, all California District Attorneys, and all City Attorneys of each California
24 city with a population exceeding 750,000, providing notice of these alleged violations (“60 Day
25 Notice Letter”). A copy of that 60-Day Notice letter is attached as Exhibit A.

26 **1.2** Euromarket, is a business that employs ten or more persons and sells within the
27 State of California Covered Products, which are alleged to contain lead and/or lead compounds.
28

1 **1.3** Lead and lead compounds are chemicals known to the State of California to cause
2 cancer, and lead is a chemical known to the State of California to cause reproductive toxicity
3 pursuant to Health and Safety Code Section 25249.9. Under certain circumstances, products
4 containing lead and/or lead compounds that are sold or distributed in the State of California are
5 subject to Proposition 65’s warning requirement. Mateel alleges that the Covered Products
6 manufactured, distributed, sold and/or marketed by the Settling Defendant for use in California
7 require Proposition 65 warnings.

8 **1.4** For purposes of this Consent Judgment, the Parties stipulate that this Court has
9 jurisdiction over the allegations of violations contained in the 60-Day Notice Letter and the
10 Complaint, as well as personal jurisdiction over the Settling Defendant as to the acts alleged in
11 the 60 Day Notice Letter and the Complaint; that venue is proper in the City and County of San
12 Francisco and that this Court has jurisdiction to enter this Consent Judgment as a full and final
13 settlement and resolution of the allegations made against the Settling Defendant contained in the
14 60 Day Notice Letter and Complaint and of all claims that were or could have been raised
15 against the Settling Defendant based on the facts alleged therein or arising therefrom.

16 **1.5** This Consent Judgment resolves claims that are denied and disputed. The Parties
17 enter into this Consent Judgment pursuant to a full and final settlement of any and all claims
18 between the Parties for the purpose of avoiding prolonged litigation. This Consent Judgment
19 shall not constitute an admission with respect to any allegation made in the 60 Day Notice Letter
20 or Complaint, most of which allegations Settling Defendant denies, nor may this Consent
21 Judgment or compliance with it be used as an admission or evidence of any fact, wrongdoing,
22 misconduct, culpability, violation of law or liability on the part of the Settling Defendant.
23 Euromarket specifically denies that any Covered Product which is a candlestick required a
24 warning, and specifically asserts that the warning placed on the Bronze Terrarium was “clear
25 and reasonable” within the meaning of that phrase under Proposition 65.

1 **2. SETTLEMENT PAYMENT**

2 **2.1** The Settling Defendant shall pay a civil penalty amount of \$3,000, 100% of
3 which shall be payable to the State of California, Office of Environmental Health Hazard
4 Assessment (OEHHA). Mateel waives its right to retain 25% of the civil penalty..

5 **2.2** Euromarket shall pay \$17,000 to Klamath Environmental Law Center to cover a
6 portion of Mateel's attorneys' fees and costs.

7 **2.3** The above described payments shall be forwarded by Settling Defendant to its
8 counsel so that they are received at least 5 days prior to the hearing date scheduled for approval
9 of this Consent Judgment. Defendant's counsel shall notify via email Klamath Environmental
10 Law Center upon receipt of the funds. If the Consent Judgment is approved and entered by the
11 Court, on that day Defendant's counsel shall ensure the above described payments are delivered,
12 via UPS or FedEx for next business day delivery, to Klamath Environmental Law Center. The
13 Parties acknowledge and agree that, except as provided in Section 2.2 of this Consent Judgment,
14 each party shall bear its own costs, expenses, consultant and expert fees, and attorneys' fees.
15

16 **3. ENTRY OF CONSENT JUDGMENT**

17 **3.1** The Parties hereby request that the Court promptly enter this Consent Judgment.
18 Upon entry of this Consent Judgment, the Parties waive their respective rights to a hearing or
19 trial on the allegations of the Complaint.
20

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

22 **4.1** 4.1 As to alleged exposures to lead or lead compounds from Covered Products,
23 this Consent Judgment provides a full release of liability on behalf of the public interest to
24 Euromarket (as well as its past, present and future parents, subsidiaries affiliates, predecessors,
25 successors, and assigns, and including its suppliers and manufacturers of all or each component
26 of the Covered Products, collectively the "Released Entities"), as to all claims and matters
27 raised in the Notice of Violation and the Complaint. Notwithstanding any other provision of
28

1 this Consent Judgment, no claim or matter is released on behalf of the public interest unless that
2 claim or matter was raised in the Notice of Violation and the Complaint

3 4.2 As to alleged exposures to lead or lead compounds from Covered Products, MEJF,
4 by and on behalf of itself and its respective agents, successors and assigns, waives any and all
5 rights to institute any form of legal action, and releases all claims against Euromarket and the
6 Released Entities, and all of their respective parents, subsidiaries or affiliates, and all of their
7 suppliers, customers, distributors, wholesalers, retailers, or any other person in the course of
8 doing business, and the successors and assigns of any of them, who may use, maintain,
9 distribute or sell the Covered Products, whether, under Proposition 65 or otherwise, arising out
10 of or resulting from, or related directly or indirectly to, in whole or in part, the Covered
11 Products, including but not limited to any exposure to, or failure to warn with respect to, the
12 Covered Products (referred to collectively in this paragraph as the "Claims"). In furtherance of
13 the foregoing, as to alleged exposures to Covered Products, MEJF hereby waives any and all
14 rights and benefits which it now has, or in the future may have, conferred upon it with respect to
15 the Claims by virtue of the provisions of section 1542 of the California Civil Code, which
16 provides as follows:

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

21 4.3 MEJF understands and acknowledges that the significance and consequence of this
22 waiver of California Civil Code section 1542 is that even if MEJF suffers future damages arising
23 out of or resulting from, or related directly or indirectly to, in whole or in part, the Covered
24 Products, including but not limited to any exposure to, or failure to warn with respect to
25 exposure to, lead or lead compounds from Covered Products, MEJF will not be able to make
26 any claim for those damages against Euromarket or the Released Entities. Furthermore, MEJF
27 acknowledges that it intends these consequences for any such Claims as may exist as of the date
28 of this release but which MEJF does not know exist, and which, if known, would materially

1 affect their decision to enter into this Consent Judgment, regardless of whether their lack of
2 knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

3 4.4 The releases of claims set forth in this Section 4 shall apply to all Covered
4 Products which are “in the stream of commerce” before April 1, 2012. “In the stream of
5 commerce” means the Covered Product either was shipped to a California consumer, or was
6 distributed to a retail location, or was distributed to a warehouse for transshipment to a retail
7 location, or was shipped to Settling Defendant by its vendor in the final form ready for
8 consumer sale or use.

9
10 **5. ENFORCEMENT OF JUDGMENT**

11 5.1 The terms of this Consent Judgment shall be enforced exclusively by the Parties
12 hereto.

13
14 **6. MODIFICATION OF JUDGMENT**

15 6.1 This Consent Judgment may be modified only upon written agreement of the
16 Parties and upon entry of a modified Consent Judgment by the Court, or upon motion of any
17 party as provided by law and upon entry of a modified Consent Judgment by the Court.

18
19 **7. INJUNCTIVE RELIEF**

20 7.1 Euromarket agrees that for Covered Products first placed “in the stream of
21 commerce” on and after April 1, 2012, Euromarket will not knowingly ship for sale or use in
22 California Covered Products that use leaded brass or bronze components without attaching a
23 warning to the product that reads as follows:

24 **WARNING:** This product contains lead, a chemical known to the State of
25 California to cause cancer and birth defects or other reproductive harm. Do not
26 place your hands in your mouth after handling the product. *Wash your hands
after touching this product.*

27 The word “WARNING” shall be in bold. The words “Wash hands after handling” shall be in
28 bold and italicized.

1 7.2 The warning described above shall be prominently affixed to or printed on each
2 Covered Product, or on its label or package, such that a consumer would have an unobscured
3 view of the warning. The warning shall not be placed on the bottom side of the Covered
4 Products. The warning must be in at least 10 point font, or be at least the same size as the
5 largest of any other safety warnings, if any, on the product or its packaging.

6 7.3 Compliance with the terms of this Consent Judgment constitutes compliance with
7 Proposition 65 with respect to lead and lead compounds in the Covered Products. Nothing in
8 this Consent Judgment shall require Euromarket to sell Covered Products to California
9 consumers.

10
11 **8. NOTICE**

12 8.1 When any party is entitled to receive any notice or report under this Consent
13 Judgment, the notice report shall be made in writing and sent via U.S. Mail or other manner of
14 overnight delivery to the following:

15 (a) for Mateel: William Verick, Esq., Klamath Environmental Justice Foundation,
16 424 First Street, Eureka, CA 95501;

17 (b) for Euromarket: Judith Praitis, Sidley Austin, LLP, 555 West Fifth Street, Los
18 Angeles, California 90013.

19
20
21 **9. AUTHORITY TO STIPULATE**

22 9.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
23 by the party he or she represents to enter into this Consent Judgment and to execute it on behalf
24 of the party represented and legally to bind that party.

25
26 **10. RETENTION OF JURISDICTION**

27 10.1 This Court shall retain jurisdiction to implement the Consent Judgment.

1 **11. ENTIRE AGREEMENT**

2 **11.1** This Consent Judgment contains the sole and entire agreement and understanding
3 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
4 negotiations, commitments and understandings related hereto. No representations, oral or
5 otherwise, express or implied, other than those contained herein have been made by any party
6 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be
7 deemed to exist or to bind any of the Parties.

8
9 **12. GOVERNING LAW AND SCOPE**

10 **12.1** The validity, construction and performance of this Consent Judgment shall be
11 governed by the laws of the State of California, without reference to any conflicts of law
12 provisions of California law. This Consent Judgment shall have no application to Covered
13 Products manufactured, distributed or sold outside of the State of California, so long as the
14 Covered Product is not sold by Settling Defendant to a California consumer.

15
16
17 **13. COMPLIANCE WITH HEALTH & SAFETY CODE SECTION 25249.7(f)**

18 **13.1** Mateel agrees to comply with Health & Safety Code § 25249.7(f)'s reporting form
19 and approval requirements and as implemented by various regulations.

20
21 **14. EXECUTION IN COUNTERPARTS**

22 **14.1** This Consent Judgment may be executed in counterparts and/or by facsimile,
23 which taken together shall be deemed to constitute one original document.

24
25 **15. COURT APPROVAL**

26 **15.1** If this Consent Judgment is not approved by the Court, it shall be of no force or
27 effect, and cannot be used in any proceeding for any purpose.

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IT IS SO STIPULATED:

Dated:

MATEEL ENVIRONMENTAL JUSTICE
FOUNDATION



William Verick
CEO Mateel Environmental Justice Foundation,
Klamath Environmental Law Center

Dated:

EUROMARKET CO., INC.,

Victoria L. Donati
General Counsel and Corporate Secretary

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated:

JUDGE OF THE SUPERIOR COURT

1 **IT IS SO STIPULATED:**

2 Dated: MATEEL ENVIRONMENTAL JUSTICE
3 FOUNDATION

4
5 William Verick
6 CEO Mateel Environmental Justice Foundation,
7 Klamath Environmental Law Center

8 Dated: *2/15/12*

9 EUROMARKET CO., INC.,

10 
11 Victoria L. Donati
12 General Counsel and Corporate Secretary

13 **IT IS SO ORDERED, ADJUDGED AND DECREED:**

14 Dated: _____
15 JUDGE OF THE SUPERIOR COURT

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EXHIBIT A—60 DAY NOTICE LETTER



July 21, 2011

PROPOSITION 65 ENFORCEMENT REPORTING
ATTENTION: PROP 65 COORDINATOR
1515 CLAY STREET, SUITE 2000
P.O. BOX 70550
OAKLAND CA 94612-0550

Greetings:

This office and the Mateel Environmental Justice Foundation ("Mateel") give you notice that Euromarket Designs, Inc. dba Crate & Barrell (hereinafter "Euromarket") has been, is, will be and threatens to be in violation of Cal. Health & Safety Code § 25249.6. Both this office and Mateel are private enforcers of Proposition 65, both may be contacted at the below-listed address and telephone number, and I am a responsible individual at both Mateel and this office. The above referenced violations occur when California residents come into contact with products that are made of, or that incorporate as components, leaded-brass or bronze (collectively "brass products") which Euromarket markets. A specific example of the products at issue is: PIPERI 13.25" CANDLEHOLDER SKU# 671-6500; BRONZE TERRARIUM #161431. Though the products listed may list a product numbers or SKU, this notice pertains to all products of the same specific types, not just to those products, the specific numbers for which are listed above. The brass or bronze parts on these brass products contain lead and lead compounds ("lead"), which are chemicals known to cause cancer, birth defects and other reproductive harm. California residents are exposed to lead whenever they handle these brass products, such as when buying them, when handling them, or when using them. Lead is transferred from the brass products to their hands and to other parts of their skin. This lead is then absorbed through the skin, taken into cuts and abrasions, absorbed through mucous membranes, and transferred from the skin to the mouth via oral contact either directly with the lead-contaminated skin, and when lead is transferred from contaminated skin to cigarettes and food and the contaminated cigarettes and food are smoked and/or eaten. These lead exposures thus occur via the dermal absorption, subcutaneous, mucous membrane, ingestion and inhalation routes. Euromarket did not and does not provide people with clear and reasonable warnings before it exposes them to lead. These violations have occurred every day since at least July 21, 2008, and will continue every day until the lead is removed from the brass products, or until clear and reasonable warnings are given. These violations are alleged for occupational and consumer product exposures. We do not allege occupational exposure violations as to any brass products made outside of California, except as to workplaces Euromarket itself maintains in California. This notice does not allege any environmental exposure violations.

Cordially,


William Verick

SERVICE LIST

PROP 65 ENFORCEMENT REPORTING
ATTENTION: PROP 65 COORDINATOR
1515 CLAY STREET, SUITE 2000
POST OFFICE BOX 70550
OAKLAND, CA 94612-0550

OFFICE OF THE CITY ATTORNEY
CITY OF OAKLAND
505 14TH ST 12TH FLOOR
OAKLAND, CA 94612

OFFICE OF THE CITY ATTORNEY
CITY OF SAN FRANCISCO
CITY HALL ROOM 206
400 VAN NESS
SAN FRANCISCO, CA 94102

OFFICE OF THE CITY ATTORNEY
CITY OF SACRAMENTO
PO BOX 1948
SACRAMENTO, CA 95812-1948

OFFICE OF THE CITY ATTORNEY
CITY OF SAN JOSE
200 EAST SANTA CLARA STREET
SAN JOSE, CA 95113

OFFICE OF THE CITY ATTORNEY
CITY OF LOS ANGELES
200 N. MAIN ST.
LOS ANGELES, CA 90012

OFFICE OF THE CITY ATTORNEY
CITY OF SAN DIEGO CONSUMER &
ENVIRONMENTAL PROTECTION
1200 THIRD AVENUE, SUITE 700
SAN DIEGO, CA 92101

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF ALAMEDA
1225 FALLON STREET ROOM 900
OAKLAND, CA 94612

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF ALPINE
P.O. BOX 248
MARKLEEVILLE, CA 96120

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF AMADOR
708 COURT STREET
JACKSON, CA 95642

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF BUTTE
25 COUNTY CENTER DR.
OROVILLE, CA 95965

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF CALAVERAS
GOVERNMENT CENTER
891 MOUNTAIN RANCH ROAD
SAN ANDREAS, CA 95249

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF COLUSA
547 MARKET STREET
COLUSA, CA 95932

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF CONTRA COSTA
P.O. BOX 670
MARTINEZ, CA 94553

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF DEL NORTE
450 H ST #171
CRESCENT CITY, CA 95531

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF EL DORADO
515 MAIN ST.
PLACERVILLE, CA 95667

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF FRESNO
2220 TULARE ST #1000
FRESNO, CA 93721

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF GLENN
P.O. BOX 430
WILLOWS, CA 95988

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF HUMBOLDT
825 5TH ST.
EUREKA, CA 95501

COUNTY OF IMPERIAL
COURTHOUSE, FLOOR 2
939 W. MAIN ST
EL CENTRO, CA 92243

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF INYO
P.O. DRAWER D
INDEPENDENCE, CA 93526

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF KERN
1215 TRUXTUN AVE. FLOOR 4
BAKERSFIELD, CA 93301

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF KINGS
1400 W. LACEY BLVD.
HANFORD, CA 93230

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF LAKE
255 N. FORBES ST # 424
LAKEPORT, CA 95453

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF LASSEN
220 SOUTH LASSEN ST. STE 8
SUSANVILLE, CA 96130

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF LOS ANGELES
18000 CRIMINAL COURTS BUILDING
210 W. TEMPLE ST.
LOS ANGELES, CA 90012

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF MADERA
209 W. YOSEMITE AVE.
MADERA, CA 93637

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF MARIN
HALL OF JUSTICE #183
SAN RAFAEL, CA 94903

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF MARIPOSA
P.O. BOX 730
MARIPOSA, CA 95338

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF MENDOCINO
PO BOX 1000
UKIAH, CA 95482

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF MERCED
2222 M ST.
MERCED, CA 95340

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF MODOC
204 SOUTH COURT STREET
ALTURAS, CA 96101

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF MONO
P.O. BOX 617
BRIDGEPORT, CA 93517

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF MONTEREY
240 CHURCH STREET
P.O. BOX 1131
SALINAS, CA 93902

COUNTY OF NAPA
931 PARKWAY MALL
P.O. BOX 720
NAPA, CA 94559-0720

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF NEVADA
110 UNION STREET
NEVADA CITY, CA 95959

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF ORANGE
401 CIVIC CENTER DR WEST
SANTA ANA, CA 92701

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF PLACER
10810 JUSTICE CENTER DR. STE 240
ROSEVILLE, CA 95678

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF PLUMAS
520 MAIN STREET #404
QUINCY, CA 95971

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF RIVERSIDE
4075 MAIN ST.
RIVERSIDE, CA 92501

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SACRAMENTO
901 G STREET
SACRAMENTO, CA 95814

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SAN BENITO
419 4TH ST
HOLLISTER, CA 95023

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SAN BERNARDINO
316 MT. VIEW AVE.
SAN BERNARDINO, CA 92415-0004

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SAN DIEGO
330 W. BROADWAY, SUITE 1100
SAN DIEGO, CA 92101

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SAN FRANCISCO
850 BRYANT ST #322
SAN FRANCISCO, CA 94103

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SAN JOAQUIN
222 E. WEBER AVE #202
STOCKTON, CA 95202

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SAN LUIS OBISPO
COUNTY GOVERNMENT CENTER #450
SAN LUIS OBISPO, CA 93408

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SAN MATEO
HALL OF JUSTICE AND RECORDS
REDWOOD CITY, CA 94063

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SANTA BARBARA
1112 SANTA BARBARA ST.
SANTA BARBARA, CA 93101

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SANTA CLARA
70 W. HEDDING ST.
SAN JOSE, CA 95110

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SANTA CRUZ
701 OCEAN ST. #200
SANTA CRUZ, CA 95060

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SHASTA
1525 COURT ST.
REDDING, CA 96001

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SIERRA
P.O. BOX 457
DOWNTOWN, CA 95936

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SISKIYOU
P.O. BOX 986
YREKA, CA 96097

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SOLANO
600 UNION AVE
FAIRFIELD, CA 94533

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SONOMA
600 ADMINISTRATION DR. #212J
SANTA ROSA, CA 95403

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF STANISLAUS
1100 I ST. #200
MODESTO, CA 95354

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SUTTER
1160 CIVIC CENTER BLVD. #A
YUBA CITY, CA 95993

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF TEHAMA
P.O. BOX 519
REDBLUFF, CA 96080

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF TRINITY
P.O. BOX 310
WEAVERVILLE, CA 96093

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF TULARE
COURTHOUSE #224
VISALIA, CA 93291

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF TUOLUMNE
2 S. GREEN ST.
SONORA, CA 95370

VENTURA COUNTY DISTRICT
ATTORNEY'S OFFICE
800 SOUTH VICTORIA AVE
VENTURA, CA 93009

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF YOLO
301 SECOND STREET
WOODLAND, CA 95695

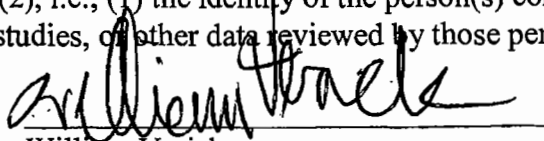
OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF YUBA
215 5TH ST.
MARYSVILLE, CA 95901

BARBARA TURF, CEO
EUROMARKET DESIGNS, INC.
1250 TECHN ROAD
NORTHBROOK, IL 60062

CERTIFICATE OF MERIT

I, William Verick, hereby declare: This Certificate of Merit accompanies the attached notice(s) of violation in which it is alleged the parties identified in the notices have violated Health and Safety Code section 25249.6 by failing to provide clear and reasonable warnings. I am the attorney for the noticing party. I have consulted with one or more persons with relevant and appropriate experience or expertise who has reviewed facts, studies, or other data regarding the exposure to the listed chemical that is the subject of the action. Based on the information obtained through those consultations, and on all other information in my possession, I believe there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a credible basis that all elements of the plaintiffs' case can be established and the information did not prove that the alleged violator will be able to establish any of the affirmative defenses set forth in the statute. The copy of this Certificate of Merit served on the Attorney General attaches to it factual information sufficient to establish the basis for this certificate, including the information identified in Health and Safety Code section 25249.7(h)(2), i.e., (1) the identity of the person(s) consulted with and relied on by the certifier, and (2) the facts, studies, or other data reviewed by those persons.

Dated: July 21, 2011

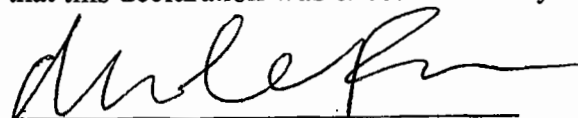

William Verick

This notice alleges the violation of Proposition 65 with respect to occupational exposures governed by the California State Plan for Occupational Safety and Health. The State Plan incorporates the provisions of Proposition 65, as approved by Federal OSHA on June 6, 1997. This approval specifically placed certain conditions on Proposition 65, including that it does not apply to the conduct of manufacturers occurring outside the State of California. The approval also provides that an employer may use the means of compliances in the general hazard communication requirements to comply with Proposition 65. It also requires that supplemental enforcement is subject to the supervision of the California Occupational Safety and Health Administration. Accordingly, any settlement, civil complaint, or substantive court orders in this matter must be submitted to the Attorney General.

CERTIFICATE OF SERVICE

I, Nicole Frank, declare:

If called, I could and would testify as follows: I am over eighteen. My business address is 424 First Street, Eureka, California, 95501. On July 21, 2011, I caused the attached NOTICE OF VIOLATION LETTER, or a letter identical in substance, to be served by U.S. Mail on those public enforcement agencies listed on the attached SERVICE LIST; in addition on the same date and by U.S. Mail I caused the attached NOTICE OF VIOLATION and PROPOSITION 65: A SUMMARY to be sent by Certified U.S. Mail to the private business entities also listed on the attached SERVICE LIST. I deposited copies of these documents in envelopes, postage pre-paid, with the U.S. Postal Service on the day on which the mail is collected. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on July 21, 2011, at Eureka, California.


Nicole Frank