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2 Josh Voorhees, State Bar No. 241436
3 THE CHANLER GROUP
4 2560 Ninth Street
5 Parker Plaza, Suite 214
6 Berkeley, CA 94710
7 Telephone: (510) 848-8880
8 Facsimile: (510) 848-8118

9 Attorneys for Plaintiff
10 LAURENCE VINOCUR

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF ALAMEDA - UNLIMITED CIVIL JURISDICTION

13 LAURENCE VINOCUR,

14 Plaintiff,

15 v.

16 TRUE DESIGN, INC.; et al.

17 Defendants.

Case No. RG 13-673027

Assigned for All Purposes to
Judge George C. Hernandez, Jr.,
Department 17

**CONSENT JUDGMENT AS TO
DEFENDANT THE MUSIC PEOPLE**

(Health & Safety Code § 25249.6 et seq.)

Complaint Filed: March 26, 2013

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CONSENT JUDGMENT

Case No.: RG 13-673027

1 **1. INTRODUCTION**

2 **1.1 Parties**

3 This Consent Judgment is entered into by and between plaintiff Laurence Vinocur
4 (“Plaintiff”) and defendant The Music People, the defendant identified in Exhibit A (“Settling
5 Defendant”), with Plaintiff and Settling Defendant collectively referred to as the “Parties.”

6 **1.2 Plaintiff**

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

10 **1.3 Settling Defendant**

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

14 **1.4 General Allegations**

15 1.4.1 Plaintiff alleges that Settling Defendant manufactured, imported, sold and/or
16 distributed for sale in California, products with foam cushioned components containing tris(1,3-
17 dichloro-2-propyl) phosphate (“TDCPP”) and di(2-ethylhexyl)phthalate (“DEHP”) without the
18 requisite Proposition 65 health hazard warnings.

19 1.4.2 Pursuant to Proposition 65, on October 28, 2011, California identified and
20 listed TDCPP as a chemical known to cause cancer. TDCPP became subject to the “clear and
21 reasonable warning” requirements of Proposition 65 one year later on October 28, 2012. Cal. Code
22 Regs., tit. 27, § 27001(b); Health & Safety Code §§ 25249.8 and 25249.10(b).

23 TDCPP is hereinafter referred to as the “Listed Chemical.” Plaintiff alleges that the Listed
24 Chemical escapes from the foam padding, leading to human exposures.

25 **1.5 Product Description**

26 The categories of products that are covered by this Consent Judgment as to Settling
27 Defendant are identified on Exhibit A (hereinafter “Products”). Polyurethane foam that is supplied,
28 shaped or manufactured for use as a component of another product, such as upholstered furniture,

1 but which is not itself a finished product, is specifically excluded from the definition of Products
2 and shall not be identified by Settling Defendant on Exhibit A as a Product.

3 **1.6 Notice of Violation**

4 On January 10, 2013, Plaintiff served Settling Defendant and certain requisite public
5 enforcement agencies with a “60-Day Notice of Violation” (“TDCPP Notice”) that provided the
6 recipients with notice of alleged violations of Proposition 65 based on the alleged failure to warn
7 customers, consumers, and workers in California that the Products expose users to the Listed
8 Chemical. Based on his further investigation, on January 17, 2013, Plaintiff issued a second 60-day
9 notice (“DEHP Notice”) to Settling Defendant alleging that the Products contain and expose
10 Californians to DEHP. The TDCPP Notice and the DEHP Notice are hereinafter referred to
11 collectively as the “Notices.” To the best of the Parties’ knowledge, no public enforcer has
12 commenced or is diligently prosecuting the allegations set forth in the Notices.

13 **1.7 Complaint**

14 On March 26, 2013, Plaintiff filed a Complaint in the Superior Court in and for the County
15 of Alameda against Settling Defendant, and Does 1 through 150, *Laurence Vinocur v. True Design,*
16 *Inc., et al.*, Case No. RG 13-673027, alleging violations of Proposition 65, based on the alleged
17 unwarned exposures to TDCPP and DEHP contained in the Products.

18 **1.8 No Admission**

19 Settling Defendant denies the material, factual and legal allegations contained in Plaintiff’s
20 Notices and Complaint, and maintains that all products that it has manufactured, imported,
21 distributed, and/or sold in California, including the Products, have been and are in compliance with
22 all laws. Nothing in this Consent Judgment shall be construed as an admission by Settling
23 Defendant of any fact, finding, conclusion, issue of law, or violation of law, nor shall compliance
24 with this Consent Judgment constitute or be construed as an admission by Settling Defendant of any
25 fact, finding, conclusion, issue of law, or violation of law. However, this section shall not diminish
26 or otherwise affect Settling Defendant’s obligations, responsibilities, and duties under this Consent
27 Judgment.

1 **1.9 Consent to Jurisdiction**

2 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
3 jurisdiction over Settling Defendant as to the allegations contained in the Complaint, that venue is
4 proper in the County of Alameda, and that this Court has jurisdiction to enter and enforce the
5 provisions of this Consent Judgment pursuant to Proposition 65 and California Code of Civil
6 Procedure § 664.6.

7 **2. DEFINITIONS**

8 **2.1 California Customers**

9 “California Customer” shall mean any customer that Settling Defendant reasonably
10 understands is located in California, has a California warehouse or distribution center, maintains a
11 retail outlet in California, or has made internet sales into California on or after October 28, 2012.

12 **2.2 Detectable**

13 “Detectable” shall mean containing more than 25 parts per million (“ppm”) (the equivalent
14 of .0025%) of any one chemical in any material, component, or constituent of a subject product,
15 when analyzed by a laboratory accredited by the State of California, certified by the Consumer
16 Product Safety Commission, or recognized by the federal Environmental Protection Agency or
17 equivalent EPA testing methodologies 3545 and 8270C, or equivalent methodologies utilized by
18 federal or state agencies to determine the presence, and measure the quantity, of TDCPP and/or
19 tris(2-chloroethyl) phosphate (“TCEP”) in a solid substance shall be used.

20 **2.3 Effective Date**

21 “Effective Date” shall mean June 1, 2014.

22 **2.4 Private Label Covered Products**

23 “Private Label Covered Products” means Products that bear a brand or trademark owned or
24 licensed by a Retailer or affiliated entity that are sold or offered for sale by a Retailer in the State of
25 California.

26 **2.5 Reformulated Products**

27 “Reformulated Products” shall mean Products that contain no Detectable amount of TDCPP
28 or TCEP. The term “Reformulated Products” further requires that the Products for which claims

1 concerning DEHP were noticed in the DEHP Notice (the “Phthalate Products”) contain no more
2 than 1,000 ppm each of DEHP, BBP, and DBP.

3 2.6 **Reformulation Standard**

4 The “Reformulation Standard” shall mean containing no more than 25 ppm for TDCPP and
5 TCEP. The term “Reformulated Standard” shall also mean, for Phthalate Products, containing no
6 more than 1,000 ppm each of DEHP, BBP, and DBP.

7 2.7 **Retailer**

8 “Retailer” means an individual or entity that offers a Product for retail sale to consumers in
9 the State of California.

10 **3. INJUNCTIVE RELIEF: REFORMULATION**

11 3.1 **Reformulation Commitment**

12 Commencing on June 30, 2014, Settling Defendant shall not manufacture or import for
13 distribution or sale to California Customers, or cause to be manufactured or imported for
14 distribution or sale to California Customers, any Products that are not Reformulated Products.

15 3.2 **Vendor Notification/Certification**

16 Settling Defendant has provided written notice to all current vendors of the Products, and
17 instructed each vendor to reformulate the Products to remove TDCPP and DEHP. Settling
18 Defendant has received assurances and certifications from each vendor that the Products provided
19 to Settling Defendant are Reformulated Products.

20 3.3 **Products No Longer in Settling Defendant’s Control**

21 Settling Defendant has sent letter, electronic or otherwise (“Notification Letter”) to: (1) each
22 California Customer and/or Retailer which it, after October 28, 2011, supplied the item for resale in
23 California described as an exemplar in the Notices Settling Defendant received from Plaintiff
24 (“Exemplar Product”); and (2) any California Customer and/or Retailer that Settling Defendant
25 reasonably understands or believes had any inventory for resale in California of Exemplar Products
26 as of the dates on the Notices. The Notification Letter advised the recipient that the Exemplar
27 Product “contains TDCPP, a chemical known to the State of California to cause cancer, and DEHP,
28 a chemical known to the State of California to cause birth defects and other reproductive harm,” and

1 request that the recipient either: (a) label the Exemplar Products remaining in inventory for sale in
2 California, or to California Customers, pursuant to Section 3.5; or (b) return, at Settling Defendant's
3 sole expense, all units of the Exemplar Product held for sale in California, or to California
4 Customers, to Settling Defendant or a party Settling Defendant has otherwise designated. The
5 Notification Letter shall require a response from the recipient within 15 days confirming whether
6 the Exemplar Product will be labeled or returned. Settling Defendant shall maintain records of all
7 correspondence or other communications generated pursuant to this Section for two years after the
8 Effective Date and shall promptly produce copies of such records upon Plaintiff's written request.

9 **3.4 Current Inventory**

10 Any Products in, or manufactured and en route to Settling Defendant's inventory as of or
11 after April 15, 2014, that do not qualify as Reformulated Products and that Settling Defendant has
12 reason to believe may be sold or distributed for sale in California, shall contain a clear and
13 reasonable warning as set forth in Section 3.5 below unless Section 3.6 applies.

14 **3.5 Product Warnings**

15 **3.5.1 Product Labeling**

16 Any warning provided under Section 3.3 or 3.4 above shall be affixed to the packaging,
17 labeling, or directly on each Product. Each warning shall be prominently placed with such
18 conspicuousness as compared with other words, statements, designs, or devices as to render it likely
19 to be read and understood by an ordinary individual under customary conditions before purchase.
20 Each warning shall be provided in a manner such that the consumer or user understands to which
21 specific Product the warning applies, so as to minimize the risk of consumer confusion.

22 A warning provided pursuant to this Consent Judgment shall state:

23 **WARNING:** This product contains TDCPP, a flame
24 retardant chemical known to the State of California to
25 cause cancer, and DEHP, a chemical known to the
26 State of California to cause birth defects and other
27 reproductive harm.

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WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects and other reproductive harm.¹

Attached as Exhibit B are template warnings developed by Plaintiff that are deemed to be clear and reasonable for purposes of this Consent Judgment.² Provided that the other requirements set forth in this Section are addressed, including as to the required warning statement and method of transmission as set forth above, Settling Defendant remains free not to utilize the template warnings.

3.5.2 Internet Website Warning

A warning shall be given in conjunction with the sale of the Products to California, or California Customers, via the internet, which warning shall appear on one or more web pages displayed to a purchaser during the checkout process. The following warning statement shall be used and shall: (a) appear adjacent to or immediately following the display, description, or price of the Product; (b) appear as a pop-up box; or (c) otherwise appear automatically to the consumer. The warning text shall be the same type size or larger than the Product description text:

¹ The regulatory safe harbor warning language specified in 27 CCR § 25601, 3.2. may also be used if Settling Defendant had begun to use it prior to the Effective Date. Settling Defendant has begun to use the regulatory safe harbor warning language specified in 27 CCR § 25601, and has labeled all Products in its inventory with the safe harbor warning and instructed its California Customers to do so in compliance with section 3.3. Settling Defendant may seek to use alternative warning language, other than the language specified above or the safe harbor warning specified in 27 CCR § 25603.2, or seek to use an alternate method of transmission of the warning, but must obtain the Court’s approval of its proposed alternative and provide all Parties and the Office of the Attorney General with timely notice and the opportunity to comment or object before the Court acts on the request. The Parties agree that the following warning language shall not be deemed to meet the requirements of 27 CCR § 25601 and shall not be used pursuant to this Consent Judgment: (a) “cancer or birth defects or other reproductive harm”; and (b) “cancer, birth defects or other reproductive harm.”

² The characteristics of the template warnings are as follows: (a) a yellow hang tag measuring 3” x 5”, with no less than 12 point font, with the warning language printed on each side of the hang tag, which shall be affixed directly to the Product; (b) a yellow warning sign measuring 8.5” x. 11”, with no less than 32 point font, with the warning language printed on each side, which shall be affixed directly to the Product; and (c) for Products sold at retail in a box or packaging, a yellow warning sticker measuring 3” x 3”, with no less than 12 point font, which shall be affixed directly to the Product packaging.

1 civil penalty payment, with 75% of the fund remitted to “OEHHA” and 25% remitted to “The
2 Chanler Group in Trust for Laurence Vinocur.”

3 4.1.2 The Parties acknowledge that Settling Defendant has completed the actions
4 required under Sections 3.2, 3.3, and 3.4 above. Accordingly, Settling Defendant has met the
5 conditions required for waiving a portion of the civil penalty, and shall only be liable for the Initial
6 Civil Penalty set forth in paragraph 4.1.1.

7 4.2 **Representations Regarding Sales Volume**

8 Settling Defendant represents that the sales data and other information concerning its size,
9 knowledge of the Listed Chemical, and prior reformulation and/or warning efforts, it provided to
10 Plaintiff was truthful to its knowledge and a material factor upon which Plaintiff has relied to
11 determine the amount of civil penalties assessed pursuant to Health & Safety Code § 25249.7 in this
12 Consent Judgment. If, within nine months of the Effective Date, Plaintiff discovers and presents to
13 Settling Defendant, evidence demonstrating that the preceding representation and warranty was
14 materially inaccurate, then Settling Defendant shall have 30 days to meet and confer regarding
15 Plaintiff’s contention. Should this 30 day period pass without any such resolution between Plaintiff
16 and Settling Defendant, Plaintiff shall be entitled to file a formal legal claim including, but not
17 limited to, a claim for damages for breach of contract.

18 Settling Defendant further represents that in implementing the requirements set forth in
19 Sections 3.1 and 3.2 of this Consent Judgment, it will voluntarily employ commercial best efforts to
20 achieve reformulation of its Products and Additional Products on a nationwide basis, and not
21 employ statements that will encourage a vendor to limit its compliance with the Reformulation
22 Standard to goods intended for sale to California Consumers.

23 4.3 **Reimbursement of Fees and Costs**

24 The Parties acknowledge that Plaintiff and his counsel offered to resolve this dispute
25 without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving
26 this fee reimbursement issue to be resolved after the material terms of the agreement had been
27 settled. Shortly after the other settlement terms had been finalized, Settling Defendant expressed a
28 desire to resolve the fee and cost issue. Settling Defendant then agreed to pay Plaintiff and his

1 counsel under general contract principles and the private attorney general doctrine codified at
2 California Code of Civil Procedure section 1021.5, for all work performed in this action, including
3 the fees and costs incurred as a result of investigating, bringing this matter to Settling Defendant's
4 attention, negotiating a settlement in the public interest, and seeking court approval of the same.
5 Settling Defendant more specifically agreed, upon the Court's approval and entry of this Consent
6 Judgment, to pay Plaintiff's counsel the amount of fees and costs indicated on Settling Defendant's
7 Exhibit A. Settling Defendant further agreed to, on or before the Effective Date, issue a check
8 payable to its counsel of record in the amount of fees and costs indicated on Exhibit A to be held in
9 trust for The Chanler Group. Counsel of record shall provide The Chanler Group with written
10 confirmation within five days of receipt that the funds have been deposited in a trust account.
11 Within two business days of the date this Consent Judgment is approved by the Court, counsel of
12 record shall issue a check payable to "The Chanler Group" in the amount of fees and costs indicated
13 on Exhibit A to the address found in Section 4.4.1(a) below.

14 **4.4 Payment Procedures**

15 4.4.1 Issuance of Payments.

16 (a) All payments owed to Plaintiff and his counsel, pursuant to Sections
17 4.1 and 4.3 shall be delivered to the following payment address:

18 The Chanler Group
19 Attn: Proposition 65 Controller
20 2560 Ninth Street
Parker Plaza, Suite 214
Berkeley, CA 94710

21 (b) All payments owed to OEHHA (EIN: 68-0284486), pursuant to
22 Section 4.1, shall be delivered directly to OEHHA (Memo line "Prop 65 Penalties") at one
23 of the following addresses, as appropriate:

24 For United States Postal Service Delivery:

25 Mike Gyurics
26 Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
27 P.O. Box 4010
Sacramento, CA 95812-4010

1 For Non-United States Postal Service Delivery:

2 Mike Gyurics
3 Fiscal Operations Branch Chief
4 Office of Environmental Health Hazard Assessment
5 1001 I Street
6 Sacramento, CA 95814

7 4.4.2 Proof of Payment to OEHHA. A copy of each check payable to OEHHA
8 shall be mailed, simultaneous with payment, to The Chanler Group at the address set forth in
9 Section 4.4.1(a) above, as proof of payment to OEHHA.

10 4.4.3 Tax Documentation. Settling Defendant shall issue a separate 1099 form for
11 each payment required by this Section to: (a) Laurence Vinocur, whose address and tax
12 identification number shall be furnished upon request after this Consent Judgment has been fully
13 executed by the Parties; (b) OEHHA, who shall be identified as "California Office of
14 Environmental Health Hazard Assessment" (EIN: 68-0284486) in the 1099 form, to be delivered
15 directly to OEHHA, P.O. Box 4010, Sacramento, CA 95814, and (c) "The Chanler Group" (EIN:
16 94-3171522) to the address set forth in Section 4.4.1(a) above.

17 **5. CLAIMS COVERED AND RELEASED**

18 **5.1 Plaintiff's Release of Proposition 65 Claims**

19 Plaintiff, acting on his own behalf and in the public interest, releases Settling Defendant, its
20 parents, subsidiaries, affiliated entities under common ownership, directors, officers, agents
21 employees, attorneys, and each entity to whom Settling Defendant directly or indirectly distributes
22 or sells Products, including, but not limited, to downstream distributors, wholesalers, customers,
23 retailers, including but not limited to The Guitar Center, franchisees, cooperative members, and
24 licensees (collectively, "Releasees"), from all claims for violations of Proposition 65 through the
25 Effective Date based on unwarned exposures to the Listed Chemical in the Products, as set forth in
26 the Notices. Compliance with the terms of this Consent Judgment constitutes compliance with
27 Proposition 65 with respect to exposures to the Listed Chemical from the Products, as set forth in
28 the Notices. The Parties further understand and agree that this Section 5.1 release shall not extend
upstream to any entities, other than Settling Defendant, that manufactured the Products or any
component parts thereof, or any distributors or suppliers who sold the Products or any component

1 parts thereof to Settling Defendant, except that entities upstream of Settling Defendant that is a
2 Retailer of a Private Labeled Covered Product, shall be released as to the Private Labeled Covered
3 Products offered for sale in California, or to California Customers, by the Retailer in question.⁵

4 5.2 Plaintiff's Individual Releases of Claims

5 Plaintiff, in his individual capacity only and *not* in his representative capacity, provides a
6 release herein which shall be effective as a full and final accord and satisfaction, as a bar to all
7 actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims,
8 liabilities, and demands of Plaintiff of any nature, character, or kind, whether known or unknown,
9 suspected or unsuspected, limited to and arising out of alleged or actual exposures to the Listed
10 Chemical in the Products or Additional Products (as defined in Section 11.1 and delineated on
11 Settling Defendant's Exhibit A) manufactured, imported, distributed, or sold by Settling Defendant
12 prior to the Effective Date.⁶ The Parties further understand and agree that this Section 5.2 release
13 shall not extend upstream to any entities that manufactured the Products or Additional Products, or
14 any component parts thereof, or any distributors or suppliers who sold the Products or Additional
15 Products, or any component parts thereof to Settling Defendant, except that entities upstream of
16 Settling Defendant that is a Retailer of a Private Labeled Covered (or Additional) Product shall be
17 released as to the Private Labeled Covered (or Additional) Products offered for sale in California by
18 the Retailer in question. Nothing in this Section affects Plaintiff's rights to commence or prosecute
19 an action under Proposition 65 against a Releasee that does not involve Settling Defendant's
20 Products or Additional Products.⁷

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24 ⁵ For purposes of this Section, as to the Phthalate Products, the term "Listed Chemicals"
25 shall include DEHP with respect to this Settling Defendant who received the DEHP Notice alleging
26 violations of Proposition 65 as to exposures to DEHP.

27 ⁶ The injunctive relief requirements of Section 3 shall apply to Additional Products as
28 otherwise specified.

⁷ For purposes of this Section, as to the Phthalate Products, the term "Listed Chemicals"
shall include DEHP, BBP and DBP with respect to this Settling Defendant who received the DEHP
Notice alleging violations of Proposition 65 as to exposures to DEHP.

1 **5.3 Settling Defendant’s Release of Plaintiff**

2 Settling Defendant, on behalf of itself, its past and current agents, representatives, attorneys,
3 successors, and assignees, hereby waives any and all claims against Plaintiff and his attorneys and
4 other representatives, for any and all actions taken or statements made (or those that could have
5 been taken or made) by Plaintiff and his attorneys and other representatives, whether in the course
6 of investigating claims, or otherwise seeking to enforce Proposition 65 against it in this matter with
7 respect to the Products and Additional Products.

8 **6. COURT APPROVAL**

9 This Consent Judgment is not effective until it is approved and entered by the Court and
10 shall be null and void if, for any reason, it is not approved in its entirety and entered by the Court
11 within one year after it has been fully executed by all Parties. If the Court does not approve the
12 Consent Judgment, the Parties shall meet and confer as to whether to modify the language or appeal
13 the ruling. If the Parties do not jointly agree on a course of action to take, then the case shall
14 proceed in its normal course on the Court’s trial calendar. If the Court’s approval is ultimately
15 overturned by an appellate court, the Parties shall meet and confer as to whether to modify the
16 terms of this Consent Judgment. If the Parties do not jointly agree on a course of action to take,
17 then the case shall proceed in its normal course on the Court’s trial calendar. In the event that this
18 Consent Judgment is entered by the Court and subsequently overturned by any appellate court, any
19 monies that have been provided to OEHHA, Plaintiff or his counsel pursuant to Section 4, above,
20 shall be refunded within 15 days of the appellate decision becoming final. If the Court does not
21 approve and enter the Consent Judgment within one year of the Effective Date, any monies that
22 have been provided to OEHHA or held in trust for Plaintiff or his counsel pursuant to Section 4,
23 above, shall be refunded to the associated Settling Defendant within 15 days.

24 **7. GOVERNING LAW**

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

1 inapplicable by reason of law generally as to the Products, then Settling Defendant may provide
2 written notice to Plaintiff of any asserted change in the law, and shall have no further obligations
3 pursuant to this Consent Judgment with respect to, and to the extent that, the Products are so
4 affected. Nothing in this Consent Judgment shall be interpreted to relieve Settling Defendant from
5 any obligation to comply with any pertinent state or federal law or regulation.

6 **8. NOTICE**

7 Unless specified herein, all correspondence and Notice required to be provided pursuant to
8 this Consent Judgment shall be in writing and sent by: (i) personal delivery, (ii) first-class
9 registered or certified mail, return receipt requested; or (iii) overnight courier to any party by the
10 other party at the following addresses:

11 To Settling Defendant:

To Plaintiff:

12 At the address shown on Exhibit A

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

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

18 **9. COUNTERPARTS, FACSIMILE AND PDF SIGNATURES**

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

23 **10. COMPLIANCE WITH HEALTH & SAFETY CODE SECTION 25249.7(f)**

24 Plaintiff and his attorneys agree to comply with the reporting form requirements referenced
25 in California Health & Safety Code section 25249.7(f).
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1 **11. ADDITIONAL POST EXECUTION ACTIVITIES**

2 Plaintiff and Settling Defendant agree to support the entry of this agreement as a Consent
3 Judgment and obtain approval of the Consent Judgment by the Court in a timely manner. The
4 Parties acknowledge that, pursuant to California Health & Safety Code section 25249.7, a noticed
5 motion is required to obtain judicial approval of this Consent Judgment, which Plaintiff shall draft
6 and file. If any third party objection to the noticed motion is filed, Plaintiff and Settling Defendant
7 shall work together to file a reply and appear at any hearing before the Court. This provision is a
8 material component of the Consent Judgment and shall be treated as such in the event of a breach.

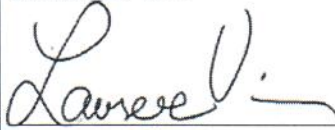
9 **12. MODIFICATION**

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

13 **13. AUTHORIZATION**

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

17 AGREED TO:

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19 Laurence Vinocur

20 Date: May 19, 2014

AGREED TO:

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22 The Music People
23 JAMES HENNESSEY
24 PRESIDENT
25 Date: May 20, 2014

EXHIBIT A

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I. Name of Settling Defendant: The Music People

II. Names of Releasees: The Guitar Center

III. Types of Covered Products Applicable to Settling Defendant:

— Foam-cushioned pads for children and infants to lie on, such as rest mats

— Upholstered furniture

— Foam-filled mattresses, mattress toppers, pillows, cushions, travel beds

— Car seats, strollers

X Other (specify): Padded upholstered furniture containing TDCPP including benches
Keyboard/piano benches with vinyl/PVC seats containing DEHP

IV. Types of Additional Products Settling Defendant Elects to Address (if any):

V. Settling Defendant's Required Settlement Payments

A. Civil Penalties for Settling Defendant as follows:

\$20,000 initial payment due on or before the Effective Date;

VI. Payment to The Chanler Group for reimbursement of attorneys' fees and costs:

A. Fees and Costs for Settling Defendant: \$35,000.

1 VII. Person(s) to receive Notice pursuant to Section 8

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James Hennessey

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The Music People, Inc

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154 Woodlawn Rd, Suite C

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Berlin, CT 06037

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Carol Brophy

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Sedgwick LLP

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333 Bush St, 30th Floor

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San Francisco, CA 94104

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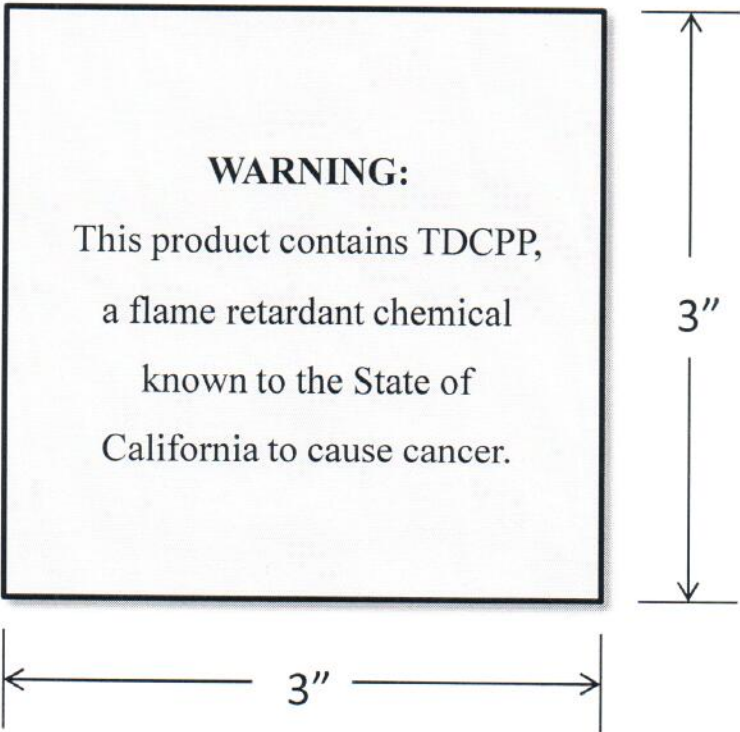
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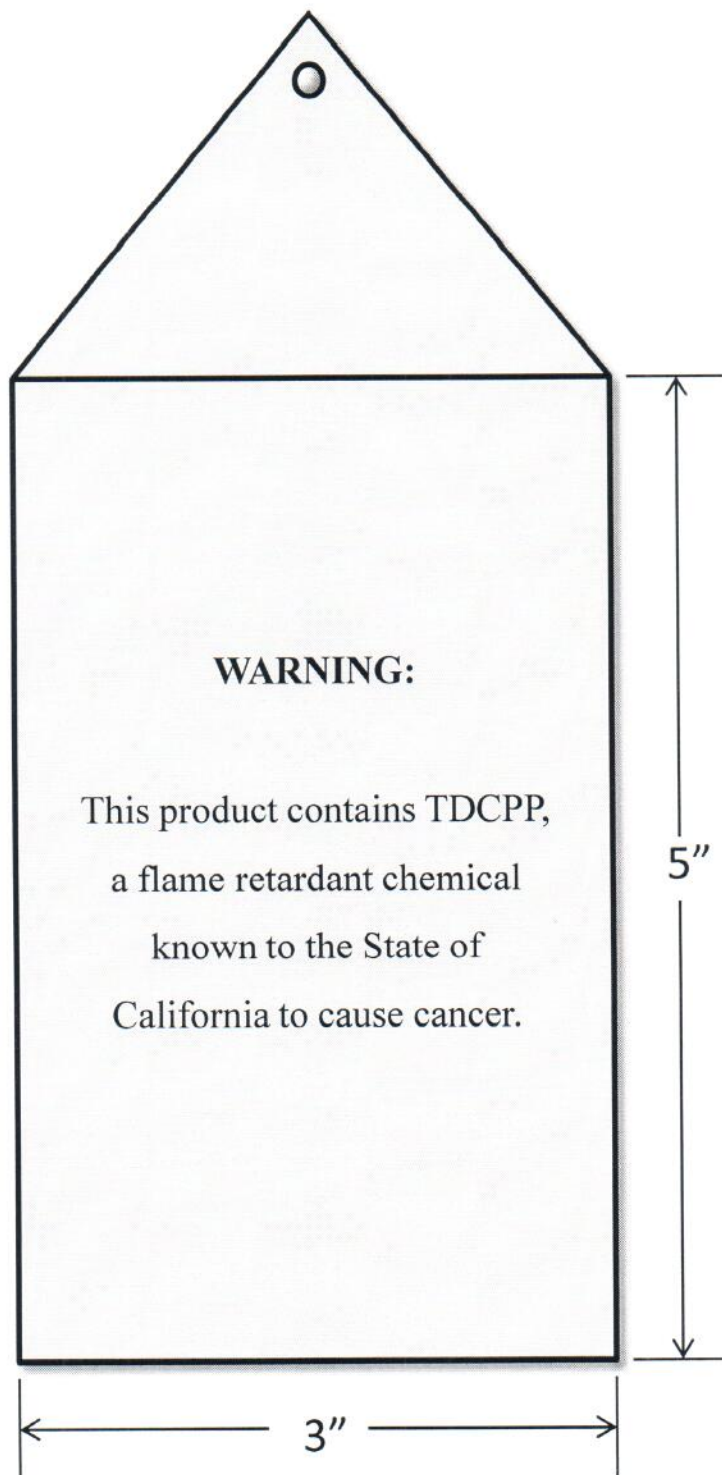
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EXHIBIT B
(ILLUSTRATIVE WARNINGS)

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INSTRUCTIONS: Minimum 12 pt. font. "WARNING:" text must be bold.



INSTRUCTIONS: Print warning on each side of hang tag.
Minimum 12 pt. font. "WARNING:" text must be bold.

WARNING:

This product contains TDCPP, a flame retardant

8.5"

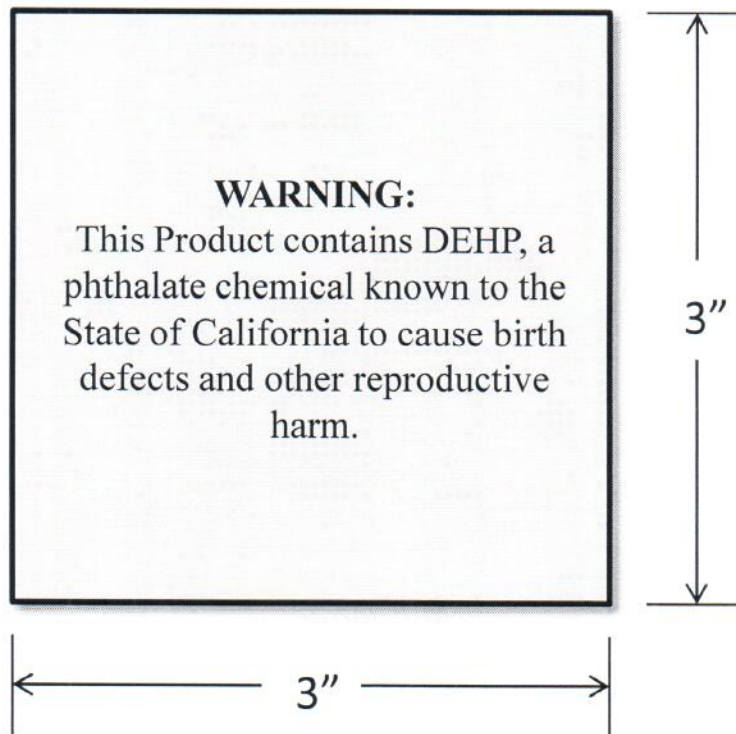
chemical known to the State of California to

cause cancer.

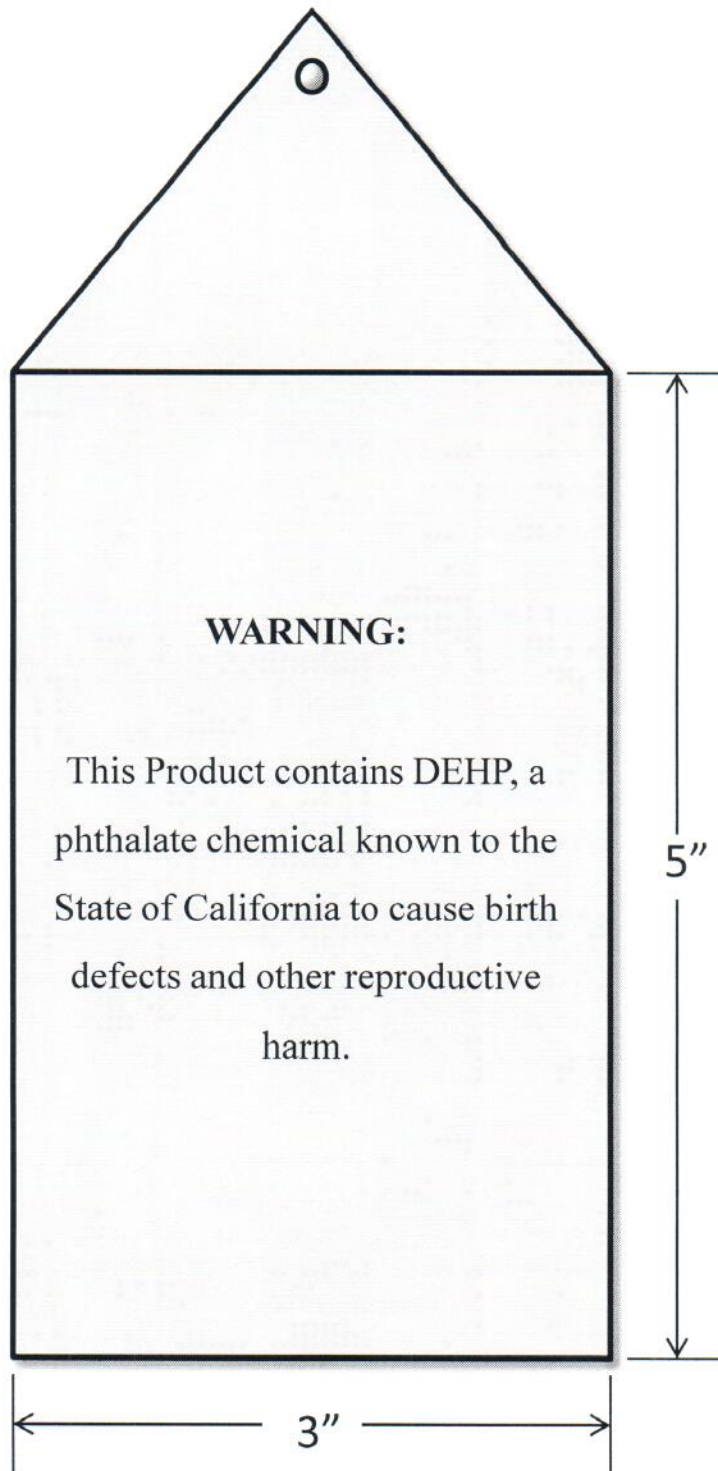
11"

INSTRUCTIONS:

Minimum 32 pt. Font. "WARNING:" text must be bold and underlined.



INSTRUCTIONS: Minimum 12 pt. font. "WARNING:" text must be bold.



INSTRUCTIONS: Print warning on each side of hang tag.
Minimum 12 pt. font. "WARNING:" text must be bold.

WARNING:

This Product contains DEHP, a phthalate chemical known to the State of California to cause birth defects and other reproductive harm.

8.5"

11"

INSTRUCTIONS: Minimum 32 pt. Font. "WARNING:" text must be bold and underlined.