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Josh Voorhees, State Bar No. 241436  
THE CHANLER GROUP  
2560 Ninth Street  
Parker Plaza, Suite 214  
Berkeley, CA 94710-2565  
Telephone: (510) 848-8880  
Facsimile: (510) 848-8118  
  
Attorneys for Plaintiff  
PAUL WOZNIAK

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

PAUL WOZNIAK,  
  
Plaintiff,  
  
v.  
  
HAMPTON FORGE, LTD., *et al.*  
  
Defendants.

Case No. RG15766658

**[PROPOSED] CONSENT JUDGMENT**  
(Health & Safety Code § 25249.6 *et seq.*)

1 **1. INTRODUCTION**

2 **1.1 Parties**

3 This Consent Judgment is entered into by and between plaintiff Paul Wozniak (“Wozniak”),  
4 and Hampton Forge, Ltd. (“Hampton”), with Wozniak and Hampton each individually referred to as  
5 a “Party” and collectively as the “Parties.”

6 **1.2 Plaintiff**

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

10 **1.3 Hampton**

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

14 **1.4 General Allegations**

15 Wozniak alleges that Hampton manufactures, imports, sells, or distributes for sale in  
16 California, nylon cooking utensils that contain 4,4'-methylenedianiline (“4,4'-MDA”) without first  
17 providing the exposure warning required by Proposition 65. 4,4'-MDA is listed pursuant to  
18 Proposition 65 as a chemical known to the State of California to cause cancer.

19 **1.5 Product Description**

20 The products covered by this Consent Judgment are nylon cooking utensils containing 4,4'-  
21 MDA that are manufactured, imported, sold, or distributed for sale in California by Hampton  
22 including, but not limited to, *Hampton Forge Gourmet Collection 48 Piece Kitchen Starter Set*  
23 (*Spoon*), *HMC01B085A*, *UPC #7 33652 14583 5*, hereinafter the “Products”.

24 **1.6 Notice of Violation**

25 On or about January 23, 2015, Wozniak served Hampton, and certain requisite public  
26 enforcement agencies with a “60-Day Notice of Violation” (“Notice”) alleging that Hampton violated  
27 Proposition 65 by failing to warn it’s customers and consumers in California that the Products expose  
28

*D. Wozniak*  
1/24/15

1 users to 4,4'-MDA. To the best of the Parties' knowledge, no public enforcer has commenced and is  
2 diligently prosecuting the allegations set forth in the Notice.

3 **1.7 Complaint**

4 On April 16, 2015 Wozniak filed the instant action ("Complaint") naming Hampton as a  
5 defendant for the alleged violations of Health and Safety Code section 25249.6 that are the subject of  
6 the Notice.

7 **1.8 No Admission**

8 Hampton denies the material, factual, and legal allegations contained in the Notice and  
9 Complaint, and maintains that all of the products it has sold and distributed for sale in California,  
10 including the Products, have been, and are, in compliance with all laws. Nothing in this Consent  
11 Judgment shall be construed as an admission of any fact, finding, conclusion of law, issue of law, or  
12 violation of law, nor shall compliance with this Consent Judgment constitute or be construed as an  
13 admission of any fact, finding, conclusion of law, issue of law, or violation of law. This Section shall  
14 not, however, diminish or otherwise affect Hampton's obligations, responsibilities, and duties under  
15 this Consent Judgment.

16 **1.9 Jurisdiction**

17 For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
18 jurisdiction over Hampton as to the allegations contained in the Complaint, that venue is proper in the  
19 County of Alameda, and that the Court has jurisdiction to enter and enforce the provisions of this  
20 Consent Judgment pursuant to Proposition 65 and Code of Civil Procedure section 664.6.

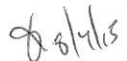
21 **1.10 Effective Date**

22 For purposes of this Consent Judgment, the term "Effective Date" means the date on which  
23 the Motion for Approval of the Consent Judgment is granted by the Court.

24 **2. INJUNCTIVE RELIEF: REFORMULATION**

25 **2.1 Reformulated Products**

26 Commencing on December 31, 2015, and continuing thereafter, Hampton shall only  
27 manufacture, sell, or distribute for sale in California, "Reformulated Products." For purposes of this  
28 Consent Judgment, Reformulated Products shall:





1 execution of this Consent Judgment in the amount of \$32,500. Hampton shall make its payment  
2 according to the procedures set forth in Sections 3.3.

3 **3.3 Payments**

4 **3.3.1** On or before October 1, 2015, Hampton shall tender the following payment:

5 (i) a check to "OEHHA" in the amount of \$6,750, (ii) a check to "Paul Wozniak, Client Trust  
6 Account" in the amount of \$2,250, and (iii) a check to "The Chanler Group" in the amount of  
7 \$5,000.

8 **3.3.2** On or before November 1, 2015, Hampton shall tender a check to "The  
9 Chanler Group" in the amount of \$14,000.

10 **3.3.3** On or before December 1, 2015, Hampton shall tender a check to "The  
11 Chanler Group" in the amount of \$13,500.

12 **3.4 Payment Address**

13 All payments required by this Consent Judgment shall be delivered to the following  
14 address:

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

18 **4. CLAIMS COVERED AND RELEASED**

19 **4.1 Wozniak's Public Release of Proposition 65 Claims**

20 Wozniak, acting on his own behalf and in the public interest, releases Hampton and it's  
21 parents, subsidiaries, affiliated entities under common ownership, directors, officers, employees,  
22 and attorneys ("Releasees") and each entity to whom it directly or indirectly distributes or sells the  
23 Products including, but not limited to, it's downstream distributors, wholesalers, customers,  
24 retailers, franchisers, cooperative members, licensors and licensees ("Downstream Releasees") for  
25 any violations arising under Proposition 65 for unwarned exposures to 4,4'-MDA from Products  
26 sold by Hampton prior to the Effective Date, as set forth in the Notice. Compliance with the terms  
27 of this Consent Judgment constitutes compliance with Proposition 65 with respect to exposures to ,  
28 and failures to warn about, 4,4'-MDA from the Products sold by Hampton before the Effective

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1 Date, as set forth in the Notice.

2 **4.2 Wozniak's Individual Release of Claims**

3 Wozniak, in his individual capacity only and *not* in his representative capacity, also provides  
4 a release to Hampton, Releasees, and Downstream Releasees which shall be effective as a full and  
5 final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses,  
6 attorneys' fees, damages, losses, claims, liabilities and demands of Wozniak of any nature, character  
7 or kind, whether known or unknown, suspected or unsuspected, arising out of alleged or actual  
8 exposures to 4,4'-MDA in the Products sold or distributed for sale by Hampton before the Effective  
9 Date.

10 **4.3 Hampton's Release of Wozniak**

11 Hampton, on it's own behalf, and on behalf of it's past and current agents, representatives,  
12 attorneys, successors, and assignees, hereby waives any and all claims against Wozniak and his  
13 attorneys and other representatives(or those that could have been taken or made), for any and all  
14 actions taken or statements made by Wozniak and his attorneys and other representatives, whether  
15 in the course of investigating claims, otherwise seeking to enforce Proposition 65 against it in this  
16 matter, or with respect to the Products.

17 **5. COURT APPROVAL**

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

21 **6. SEVERABILITY**

22 If, subsequent to the Court's approval and entry of this Consent Judgment as a judgment, any  
23 provision is held by a court to be unenforceable, the validity of the remaining provisions shall not be  
24 adversely affected.

25 **7. GOVERNING LAW**

26 The terms of this Consent Judgment shall be governed by the laws of the state of California  
27 and apply within the state of California. In the event that Proposition 65 is repealed, preempted, or is  
28 otherwise rendered inapplicable by reason of law generally, or as to the Products, then Hampton may

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1 provide written notice to Wozniak of any asserted change in the law, and shall have no further  
2 obligations pursuant to this Consent Judgment with respect to, and to the extent that, the Products are  
3 so affected. Nothing in this Consent Judgment shall be interpreted to relieve Hampton from any  
4 obligation to comply with any pertinent state or federal toxics control laws.

5 **8. NOTICE**

6 Unless specified herein, all correspondence and notice required by this Consent Judgment  
7 shall be in writing and sent by: (i) personal delivery; (ii) first-class, registered, or certified mail,  
8 return receipt requested; or (iii) a recognized overnight courier to the following addresses:

9 **Hampton**

10 Messod Amar, President  
11 Hampton Forge, Ltd.  
12 442 Highway 35 South, Suite 1  
Eatontown, NJ 07724

Eric S.C. Lindstrom, Esq.  
Keller and Heckman LLP  
Three Embarcadero Center, Suite 1420  
San Francisco, CA 94111

13 **Wozniak**

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

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

19 **9. COUNTERPARTS; FACSIMILE SIGNATURES**

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

23 **10. POST EXECUTION ACTIVITIES**

24 Wozniak agrees to comply with the reporting form requirements referenced in Health and  
25 Safety Code section 25249.7(f). The Parties further acknowledge that, pursuant to Health and Safety  
26 Code section 25249.7(f), a noticed motion is required to obtain judicial approval of the settlement. In  
27 furtherance of obtaining such approval, the Parties agree to mutually employ their best efforts, and  
28 those of their counsel, to support the entry of this agreement as judgment, and to obtain judicial

1 approval of their settlement in a timely manner. For purposes of this Section, "best efforts" shall  
2 include, at a minimum, cooperating on the drafting and filing of the necessary moving papers,  
3 supporting the motion, and appearing at the hearing before the Court.

4 **11. MODIFICATION**

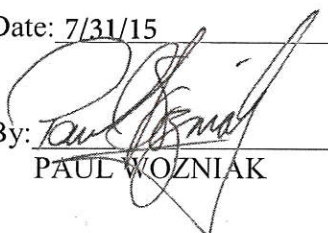
5 This Consent Judgment may be modified only by: (i) a written agreement of the Parties and  
6 entry of a modified consent judgment by the Court; or (ii) a successful motion or application of any  
7 Party, and the entry of a modified consent judgment by the Court.

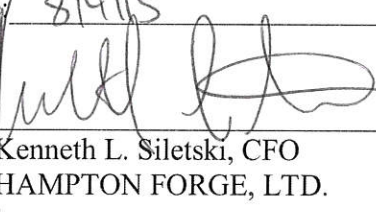

9 **12. AUTHORIZATION**

10 The undersigned are authorized to execute this Consent Judgment and have read, understood,  
11 and agree to all of the terms and conditions contained herein.

12 **AGREED TO:**

**AGREED TO:**

13  
14 Date: 7/31/15  
15  
16 By:   
17 PAUL WOZNIAK

14 Date: 8/4/15  
15  
16 By:  CFO.  
17 Kenneth L. Siletski, CFO  
18 HAMPTON FORGE, LTD. 

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