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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES

10 ELISE ROSKOPF, an individual,)
11 Plaintiff,)
12 v.)
13 RICHELIEU AMERICA LTD., a corporation,)
14 RICHELIEU HARDWARE LTD., a)
15 corporation, and DOES 1 through 100,)
16 inclusive,)
17 Defendants.)

CASE NO. _____

[PROPOSED] CONSENT JUDGMENT

Judge:
Dept.:
Compl. Filed:

Unlimited Jurisdiction

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19
20 **1. INTRODUCTION**

21 1.1 This Consent Judgment is entered into by Elise Roskopf (“Plaintiff”) on the one
22 hand, and Richelieu America Ltd. and Richelieu Hardware Ltd. (collectively, “Settling
23 Defendants”), on the other hand, to settle certain claims asserted by Plaintiff against Settling
24 Defendants as set forth in the operative complaint in this matter.

25 1.2 On December 3, 2015, Plaintiff provided a sixty-day notice of violation relating to
26 the California Safe Drinking Water and Toxic Enforcement Act of 1986 (“Proposition 65”) to the
27 Settling Defendants, the California Attorney General, and the various public enforcement
28

1 agencies regarding the alleged Proposition 65 violations relating to the presence of lead in
2 Onward Picture Hanging Kit #4516-R.

3 1.3 Plaintiff subsequently filed the Complaint in this action and named Settling
4 Defendants as defendants.

5 1.4 Plaintiff alleges that Settling Defendants manufacture, distribute, and/or sell
6 Covered Products in the State of California without Proposition 65 warnings.

7 1.5 For purposes of this Consent Judgment only, Plaintiff and Settling Defendants
8 (collectively, the “Parties” and individually, a “Party”) stipulate that this Court has jurisdiction
9 over the allegations of violations contained in the Complaint and personal jurisdiction over
10 Settling Defendants as to the acts alleged in the Complaint, that venue is proper in the County of
11 Los Angeles, and that this Court has jurisdiction to enter and enforce the provisions of this
12 Consent Judgment pursuant to California Code of Civil Procedure (“CCP”) § 664.6 and
13 Proposition 65.

14 1.6 Plaintiff and Settling Defendants enter into this Consent Judgment as a full and
15 final settlement of all claims raised in the Complaint and arising out of the facts or conduct
16 related to Settling Defendants alleged therein. By execution of this Consent Judgment and
17 agreeing to comply with its terms, the Parties do not admit any facts or conclusions of law
18 including, but not limited to, any facts or conclusions of law suggesting or demonstrating any
19 violations of Proposition 65 or any other statutory, common law, or equitable requirements.
20 Except as expressly stated herein, nothing in this Consent Judgment is or shall be construed as an
21 admission by any Party of any fact, conclusion of law, issue of law, or violation of law, nor shall
22 compliance with the Consent Judgment constitute or be construed as an admission by any Party
23 of any fact, conclusion of law, issue of law, or violation of law. Settling Defendants each deny
24 the material, factual and legal allegations in Plaintiff’s Complaint and expressly deny any
25 wrongdoing whatsoever. Except as expressly provided herein, nothing in this Consent Judgment
26 shall prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in
27 this or any other pending or future legal proceedings. This Consent Judgment is the product of
28 negotiation and compromise and is accepted by the Parties solely for purposes of settling,

1 compromising, and resolving issues disputed in this action.

2 **2. DEFINITIONS**

3 2.1 The term “Covered Products” means Onward Picture Hanging Kit #4516-R.

4 2.2 The term “Effective Date” means the date of notice of entry of this Consent
5 Judgment as a judgment of the court.

6 **3. INJUNCTIVE RELIEF**

7 3.1 **Reformulation of Covered Products.** Each Settling Defendant shall not
8 distribute or sell any Covered Product after the Effective Date to any of its distributors or
9 retailers that it knows or has reason to believe will sell or offer that Covered Product for sale to
10 California consumers (“California Distributor”), unless either (a) the galvanizing solution in
11 which the materials in the Covered Products are submerged has a lead content by weight of no
12 more than 300 parts per million (0.03%), and all non-galvanized materials (e.g., brass alloys)
13 contain a lead content by weight of no more than 300 parts per million (0.03%), or (b) the
14 Covered Product is distributed or sold with a clear and reasonable warning as described in
15 Section 3.2.

16 3.2 **Clear and Reasonable Warnings.** A Clear and Reasonable Warning under this
17 Consent Judgment shall state:

18 “**WARNING:** This product contains a chemical known to the
19 State of California to cause cancer and birth defects or other
20 reproductive harm.”

21 If any of the Settling Defendants has reason to believe the Covered Product
22 contains additional chemicals listed under Proposition 65, the word “chemicals” may be used in
23 place of “a chemical”. This statement shall be prominently displayed on the Covered Product or
24 on the packaging of the Covered Product with such conspicuousness, as compared with other
25 words, statements or designs as to render it likely to be read and understood by an ordinary
26 individual.

27 A Covered Product that is sold by a Settling Defendant online shall also provide
28 the warning message by a clearly marked hyperlink on the product display page, or otherwise

1 prominently displayed to the purchaser before the purchaser completes his or her purchase of the
2 Covered Product. Plaintiff understands that Settling Defendants do not control third party
3 websites; therefore, this paragraph does not require Settling Defendants to assume control over
4 any third party websites.

5 3.3 Within 30 days of the Effective Date, each Settling Defendant shall notify each of
6 its California Distributors by first-class mail, email, facsimile, or equivalent means, that any
7 Covered Products sold or distributed by Settling Defendants after the Effective Date that are not
8 reformulated pursuant to Section 3.1 or labeled with a Proposition 65 warning pursuant to
9 Section 3.2 may not be sold to California consumers without providing a clear and reasonable
10 warning that complies with Section 3.2. Settling Defendants shall further inform California
11 Distributors that any Covered Products sold over the internet to California consumers shall
12 provide the warning statement by a clearly marked hyperlink on the product display page, or
13 otherwise prominently displayed to the purchaser before the purchaser completes his or her
14 purchase of the Covered Product. The obligations of Paragraphs 3.1, 3.2, and 3.3 shall not apply
15 to any individual Covered Product that was sold or distributed by any of the Settling Defendants
16 prior to the Effective Date.

17 3.4 If the Proposition 65 warning regulations in effect as of the Effective Date
18 (27 Cal. Code Regs. § 25601 et seq.) are subsequently amended to provide for different warning
19 messages and/or methods, a Settling Defendant may, at its option, provide warnings for Covered
20 Products that comply with any amended safe harbor or mandatory regulations as they pertain to
21 Covered Products, in lieu of the provisions of Section 3.2.

22 **4. PAYMENTS**

23 4.1 **Payments From Settling Defendants.** Within ten (10) business days of the
24 Effective Date, Settling Defendants shall pay the total collective sum of eleven thousand dollars
25 (\$11,000.00).

26 4.2 **Allocation of Payments.** The total settlement amount from Settling Defendants
27 shall be paid in three separate checks delivered to Law Offices of Lucas T. Novak, 8335 W.
28 Sunset Blvd., Suite 217, Los Angeles, CA 90069, and made payable and allocated as follows:

1 4.2.1 Settling Defendants shall pay the collective sum of two thousand dollars
2 (\$2,000.00) as a civil penalty pursuant to Health & Safety Code § 25249.7(b), such money to be
3 apportioned in accordance with Health & Safety Code § 25249.12, with 75% (\$1,500.00) paid to
4 State of California Office of Environmental Health Hazard Assessment (“OEHHA”), and the
5 remaining 25% (\$500.00) paid to Plaintiff. Settling Defendants shall issue two (2) checks for the
6 civil penalty: (1) a check made payable to “OEHHA” in the amount of \$1,500.00; and (2) a
7 check made payable to “Law Offices of Lucas T. Novak” in the amount of \$500.00.

8 4.2.2 Settling Defendant shall pay the collective sum of nine thousand dollars
9 (\$9,000.00) as reimbursement of reasonable attorney’s fees and costs. The attorney’s fees and
10 costs reimbursement check shall be made payable to the “Law Offices of Lucas T. Novak”.

11 **5. CLAIMS COVERED AND RELEASE**

12 5.1 This Consent Judgment is a full, final, and binding resolution between Plaintiff
13 and Settling Defendants and each of Settling Defendants’ members, parents, shareholders,
14 divisions, subdivisions, subsidiaries, affiliated entities under common ownership and control, and
15 their successors and assigns (“Defendant Releasees”), and all to whom they have distributed or
16 sold Covered Products including, but not limited to, distributors, wholesalers, customers,
17 retailers, franchisees, cooperative members, and licensees, including Staples, Inc. (“Downstream
18 Defendant Releasees”), arising out of any violation of Proposition 65 that have been or could
19 have been asserted in the public interest against Settling Defendants, Defendant Releasees, and
20 Downstream Defendant Releasees, regarding the alleged failure to warn about exposure to lead
21 arising in connection with Covered Products manufactured, distributed, sold, or imported by
22 Settling Defendants or Defendant Releasees prior to the Effective Date.

23 5.2 Plaintiff, for herself and acting in the public interest pursuant to Health & Safety
24 Code § 25249.7(d), releases, waives, and forever discharges any and all claims against Settling
25 Defendants, Defendant Releasees, and Downstream Defendant Releasees arising from any
26 violation of Proposition 65 that have been or could have been asserted in the public interest
27 regarding the alleged failure to warn about exposure to lead arising in connection with the
28

1 Covered Products manufactured, distributed, sold, or imported by Settling Defendants or
2 Defendant Releasees prior to the Effective Date.

3 5.3 Compliance with the terms of this Consent Judgment by Settling Defendants, the
4 Defendant Releasees, and their Downstream Defendant Releasees shall constitute compliance
5 with Proposition 65 by Settling Defendants, the Defendant Releasees, and their Downstream
6 Defendant Releasees with respect to any alleged failure to warn about lead in the Covered
7 Products manufactured, distributed, sold, or imported by Settling Defendants or Defendant
8 Releasees after the Effective Date.

9 5.4 Settling Defendants and Defendant Releasees waive all rights to institute any
10 form of legal action against Plaintiff and her past and current agents, representatives, attorneys,
11 experts and successors and assignees (each in their capacity as such) for actions or statements
12 made or undertaken in connection with the claims resolved in this Consent Judgment.

13 **6. COURT APPROVAL**

14 Upon execution of this Consent Judgment by all Parties, Plaintiff shall file a noticed
15 Motion for Approval and Entry of Consent Judgment in the above-entitled Court. This Consent
16 Judgment is not effective until it is approved and entered by the Court. It is the intention of the
17 Parties that the Court approve this Consent Judgment, and in furtherance of obtaining such
18 approval, the Parties and their respective counsel agree to mutually employ their best efforts to
19 support the entry of this agreement in a timely manner, including cooperating on drafting and
20 filing any papers in support of the required motion for judicial approval.

21 **7. SEVERABILITY**

22 Subsequent to Court approval of this Consent Judgment, should any part or provision of
23 this Consent Judgment, for any reason, be declared by a Court to be invalid, void or
24 unenforceable, the remaining portions and provisions shall continue in full force and effect.

25 **8. GOVERNING LAW**

26 The terms of this Consent Judgment shall be governed by the laws of the State of
27 California.

28 **9. NOTICES**

1 All correspondence and notices required to be provided under this Consent Judgment
2 shall be in writing and delivered personally or sent by first class or certified mail addressed as
3 follows:

4 TO SETTLING DEFENDANTS: 5 Edward J. Heath, Esq. 6 ROBINSON & COLE LLP 7 280 Trumbull Street 8 Hartford, CT 06103	9 TO PLAINTIFF: 10 Lucas Novak, Esq. 11 LAW OFFICES OF LUCAS T. NOVAK 12 8335 W Sunset Blvd., Suite 217 13 Los Angeles, CA 90069
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14 **10. INTEGRATION**

15 This Consent Judgment constitutes the entire agreement between the parties with respect
16 to the subject matter hereof and may not be amended or modified except in writing.

17 **11. COUNTERPARTS**

18 This Consent Judgment may be executed in counterparts, each of which shall be deemed
19 an original, and all of which, when taken together, shall constitute the same document.

20 Execution and delivery of this Consent Judgment by e-mail, facsimile, or other electronic means
21 shall constitute legal and binding execution and delivery. Any photocopy of the executed
22 Consent Judgment shall have the same force and effect as the originals.

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1 **12. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment on behalf of their
3 respective Parties. Each Party has read, understood, and agrees to all of the terms and conditions
4 of this Consent Judgment. Each Party warrants to the other that it is free to enter into this
5 Consent Judgment and is not subject to any conflicting obligation that will or might prevent or
6 interfere with the execution or performance of this Consent Judgment by said Party.

7
8 **AGREED TO:**

9 Date: September 21, 2016

10 Printed Name: Yannick Godreau

11 By: 

12 Authorized Officer of Defendant, Richelieu America Ltd.

13
14 **AGREED TO:**

15 Date: September 21, 2016

16 Printed Name: Yannick Godreau

17 By: 

18 Authorized Officer of Defendant, Richelieu Hardware Ltd.

19
20 **AGREED TO:**

21 Date: _____

22 By: _____

23 Plaintiff, Elise Roskopf

24
25 **IT IS SO ORDERED.**

26
27 Dated: _____

28 _____
JUDGE OF THE SUPERIOR COURT

1 **12. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment on behalf of their
3 respective Parties. Each Party has read, understood, and agrees to all of the terms and conditions
4 of this Consent Judgment. Each Party warrants to the other that it is free to enter into this
5 Consent Judgment and is not subject to any conflicting obligation that will or might prevent or
6 interfere with the execution or performance of this Consent Judgment by said Party.

7
8 **AGREED TO:**

9 Date: _____

10 Printed Name: _____

11 By: _____

12 Authorized Officer of Defendant, Richelieu America Ltd.

13
14 **AGREED TO:**

15 Date: _____

16 Printed Name: _____

17 By: _____

18 Authorized Officer of Defendant, Richelieu Hardware Ltd.

19
20 **AGREED TO:**

21 Date: 9/9/16

22 By: Elise Roskopf

23 Plaintiff, Elise Roskopf

24
25 **IT IS SO ORDERED.**

26
27 Dated: _____

28 _____
JUDGE OF THE SUPERIOR COURT