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9 Attorneys for Plaintiff  
10 WHITNEY R. LEEMAN, PH.D.

11  
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
13 COUNTY OF SAN FRANCISCO  
14 UNLIMITED CIVIL JURISDICTION  
15

16 WHITNEY R. LEEMAN, PH.D.,

17 Plaintiff,

18 v.

19 ELECTROLUX NORTH AMERICA, INC.; *et*  
20 *al.*,

21 Defendants.

Case No. CGC16551062

**[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 Whitney R. Leeman, Ph.D.  
4 (“Leeman”) and Electrolux Home Care Products, Inc., erroneously sued herein as Electrolux Home  
5 Products, Inc. and Electrolux North America, Inc. (“Electrolux”), with Leeman and Electrolux each  
6 individually referred to as a “Party” and collectively as the “Parties.”

7 **1.2 Plaintiff**

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

11 **1.3 Defendant**

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

15 **1.4 General Allegations**

16 Leeman alleges that Electrolux manufactures, imports, sells, or distributes for sale in  
17 California, vacuums with vinyl/PVC hoses that contain di(2-ethylhexyl) phthalate (“DEHP”) without  
18 first providing the exposure warning required by Proposition 65. DEHP is listed pursuant to  
19 Proposition 65 as a chemical known to the State of California to cause birth defects or other  
20 reproductive harm.

21 **1.5 Product Description**

22 The products covered by this Consent Judgment are vacuums with vinyl/PVC hoses  
23 containing DEHP that are manufactured, imported, sold, or distributed for sale in California by  
24 Electrolux including, but not limited to, the *Eureka Airspeed Ultra Multicyclonic Vacuum (Hose)*,  
25 *Model AS4008, UPC#0 23169 13954 1*, hereinafter the “Products.”

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1           **1.6 Notices of Violation**

2           On December 29, 2015, Leeman served Electrolux and the requisite public enforcement  
3 agencies with a “60-Day Notice of Violation” (“Notice”) alleging that Electrolux violated Proposition  
4 65 by failing to warn its customers and consumers in California of the health hazards associated with  
5 exposures to DEHP from the Products. To the best of the Parties’ knowledge, no public enforcer has  
6 commenced and is diligently prosecuting an action to enforce the violations alleged in the Notice.

7           **1.7 Complaint**

8           On March 22, 2016, Leeman filed the instant action (“Complaint”), naming Electrolux as a  
9 defendant for the alleged violations of Health and Safety Code section 25249.6 that are the subject of  
10 the Notice.

11           **1.8 No Admission**

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

20           **1.9 Jurisdiction**

21           For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
22 jurisdiction over Electrolux as to the allegations contained in the Complaint, that venue is proper in  
23 the County of San Francisco, and that the Court has jurisdiction to enter and enforce the provisions of  
24 this Consent Judgment pursuant to Proposition 65 and Code of Civil Procedure section 664.6.

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1           **1.10 Effective Date**

2           For purposes of this Consent Judgment, the term “Effective Date” means the date on which  
3 the Motion for Approval of the Consent Judgment is granted by the Court.

4 **2.       INJUNCTIVE RELIEF: REFORMULATED PRODUCTS & WARNINGS**

5           **2.1 Commitment to Reformulate or Provide Warnings**

6           Commencing on the Effective Date, and continuing thereafter, Electrolux agrees to only  
7 manufacture, distribute, or offer for sale in or into California: (a) “Reformulated Products”, or (b)  
8 Products that are sold with a clear and reasonable health hazard warning, pursuant to Section 2.3  
9 below.

10          **2.2 Reformulated Products Defined**

11          For purposes of this Settlement Agreement, “Reformulated Products” shall mean Products  
12 containing no more than 1,000 parts per million (0.1%) DEHP in any accessible component (i.e., any  
13 component that may be touched during use) when analyzed pursuant to Environmental Protection  
14 Agency testing methodologies 3580A and 8270C or equivalent methodologies utilized by federal or  
15 state agencies for the purpose of determining DEHP content in a solid substance.

16          **2.3 Clear and Reasonable Warnings Defined**

17          Electrolux agrees that on or before January 1, 2017, all Products it manufactures, imports  
18 and/or purchases for sale in California that do not bear a warning pursuant to Health & Safety Code  
19 section 252603 *et seq.*, or qualify as Reformulated Products, will bear a clear and reasonable warning  
20 pursuant to this Section. Electrolux further agrees that the warning will be prominently placed with  
21 such conspicuousness when compared with other words, statements, designs or devices as to render it  
22 likely to be read and understood by an ordinary individual under customary conditions of use. For  
23 purposes of this Settlement Agreement, a clear and reasonable warning for the Products shall consist  
24 of a warning affixed to the packaging, label, tag, or directly to a Product sold in California and  
25 containing the following statements:

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1 execution of this Consent Judgment. Electrolux shall issue a check to "The Chanler Group" in the  
2 amount of \$36,000, pursuant to the payment procedures in Section 3.3 below, and to the address  
3 found in Section 3.4 below.

4 **3.3 Payments Held in Trust**

5 Electrolux shall deliver all payments required by this Consent Judgment to its counsel within  
6 four weeks of the date that this agreement is fully executed by the Parties. Electrolux's counsel shall  
7 confirm receipt of settlement funds in writing to Leeman's counsel and, thereafter, hold the amounts  
8 paid until such time as the Court grants the motion for approval of the Parties' settlement. Within  
9 two days of the Effective Date, Electrolux's counsel shall deliver all settlement payments it has held  
10 to Leeman's counsel at the address provided in Section 3.4.

11 **3.4 Payment Address**

12 All payments required by this Consent Judgment shall be delivered to:

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

18 **4. CLAIMS COVERED AND RELEASED**

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

20 Leeman, acting on her own behalf and in the public interest, releases Electrolux and its  
21 parents, subsidiaries, affiliates, including but not limited to Electrolux North America, Inc. and  
22 Electrolux Home Products, Inc., affiliated entities under common ownership, directors, officers,  
23 employees, and attorneys ("Releasees") and each entity to whom it directly or indirectly distributes  
24 or sells the Products including, but not limited to, its downstream distributors, wholesalers,  
25 customers, retailers, franchisers, resellers, cooperative members, licensors and licensees  
26 ("Downstream Releasees") for any violations arising under Proposition 65 for unwarned exposures  
27 to DEHP from Products sold by Electrolux prior to the Effective Date, as set forth in the Notice.

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1           **4.2    Leeman’s Individual Release of Claims**

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

9           **4.3    Electrolux’s Release of Leeman**

10          Electrolux, on its own behalf, and on behalf of its past and current agents, representatives,  
11 attorneys, successors, and assignees, hereby waives any and all claims against Leeman and her  
12 attorneys and other representatives, for any and all actions taken or statements made by Leeman and  
13 her attorneys and other representatives, whether in the course of investigating claims, otherwise  
14 seeking to enforce Proposition 65 against it in this matter, or with respect to the Products.

15          **5.    COURT APPROVAL**

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

19          **6.    SEVERABILITY**

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

23          **7.    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, or is otherwise  
26 rendered inapplicable by reason of law generally, or as to the Products, then Electrolux may provide  
27 written notice to Leeman of any asserted change in the law, and shall have no further injunctive  
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1 obligations pursuant to this Consent Judgment with respect to, and to the extent that, the Products are  
2 so affected.

3 **8. NOTICE**

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

7 **For Electrolux:**

8 Andrew Stienecker, Esq.  
9 Electrolux North America, Inc.  
10 10200 David Taylor Drive  
11 Charlotte, NC 28262

**For Leeman:**

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

12 Rebecca M. Biernat, Esq.  
13 Tucker Ellis LLP  
14 One Market Plaza, Steuart Tower, Suite 700  
San Francisco, CA 94105

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

17 **9. COUNTERPARTS; FACSIMILE SIGNATURES**

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

21 **10. POST EXECUTION ACTIVITIES**

22 Leeman agrees to comply with the reporting form requirements referenced in Health and  
23 Safety Code section 25249.7(f). The Parties further acknowledge that, pursuant to Health and Safety  
24 Code section 25249.7(f), a noticed motion is required to obtain judicial approval of the settlement. In  
25 furtherance of obtaining such approval, Leeman and Electrolux agree to mutually employ their best  
26 efforts, and those of their counsel, to support the entry of this agreement as judgment, and to obtain  
27 judicial approval of their settlement in a timely manner. For purposes of this Section, "best efforts"  
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1 shall include, at a minimum, cooperating on the drafting and filing of the necessary moving papers,  
2 supporting the motion, and appearing at the hearing before the Court.

3 **11. MODIFICATION**

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

7 **12. AUTHORIZATION**

8 The undersigned are authorized to execute this Consent Judgment on behalf of their respective  
9 Parties and acknowledge that they have read, understood, and agree to all of the terms and conditions  
10 contained herein.

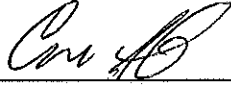
11 **AGREED TO:**

**AGREED TO:**

12  
13 Date: 10/21/2016

Date: 22 NOV 16

14  
15 By:   
16 WHITNEY R. LEEMAN, PH.D.

By:   
17 CRAIG AMICK, DIRECTOR, COMMERCIAL  
18 DEVELOPMENT, ELECTROLUX SMALL  
19 APPLIANCES, ELECTROLUX HOME CARE  
20 PRODUCTS, INC.

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