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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

BRAD VAN PATTEN, an individual,
Plaintiff,

v.

AMAZON.COM, Inc., a Delaware corporation;
CAMERONS PRODUCTS, L.L.C., a
Connecticut limited liability company; SCS
DIRECT, INC., a Connecticut corporation;
CAMERONS, a business organization, form
unknown; DOES 1-10,
Defendants.

Case No. 37-2020-00026593-CU-MC-CTL

[PROPOSED] CONSENT JUDGMENT

1 **I. INTRODUCTION**

2 **1.1 The Parties.** This settlement and prospective consent judgment (“Settlement”) is
3 entered into by and between Brad Van Patten (“Van Patten”) and Camerons Products LLC
4 (“Camerons”) as well as SCS Direct, Inc. (“SCS”). Together, Van Patten, SCS and Camerons are
5 collectively referred to as the “Parties.” Van Patten is an individual that resides in the State of
6 California and seeks to promote awareness of exposures to toxic chemicals and to improve human
7 health by reducing or eliminating hazardous substances contained in consumer products. Camerons
8 is a company which employs ten or more persons and distributes products in the United States,
9 including to California.

10 **1.2 General Allegations.** Van Patten alleges that Camerons is an entity in the course of
11 doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, Health
12 & Safety Code Sections 25249.6 et seq. (“Proposition 65”) and that Wood Dust is listed pursuant
13 to Proposition 65 as a substance known to the State of California to cause cancer. Van Patten
14 alleges that Camerons has therefore exposed individuals to Wood Dust from its sales of wood chips
15 and/or smoking chips without first providing users and consumers of the product with a clear and
16 reasonable cancer warning as required pursuant to Proposition 65. Camerons denies Van Patten’s
17 allegations and claims and, for a variety of reasons, avers that it is not required to provide such
18 Proposition 65 warnings for the Product they distribute for sale in California and/or did provide
19 warnings and Van Patten received those warnings.

20 **1.3 Product Description.** The “Products” covered by this Settlement are any and all
21 wood chips and/or smoking chips, including, without limitation, any and all varieties and styles,
22 that have been manufactured, marketed, packaged, imported, distributed, offered for sale and/or
23 sold in California by Camerons, SCS, and/or any entity that sells, distributes and/or places in the
24 stream of commerce wood chips and/or smoking chips related to and/or connected with Camerons
25 and/or SCS.

26 **1.4 Notice of Violation, Complaint, and Jurisdiction.** On March 25, 2021, Van Patten
27 served Camerons and various public enforcement agencies with a document entitled “Notice of
28 Violation of California Health & Safety Code § 25249.6 et seq.” (the “Notice”). The Notice

1 provided Camerons and such others, including public enforcers, with notice that alleged that
2 Camerons was in violation of California Health & Safety Code § 25249.6 for failing to warn
3 California consumers and customers that use of the Products will expose them to Wood Dust. No
4 public enforcer has diligently prosecuted the allegations set forth in the Notice. On July 16, 2021,
5 based on the Notice and the absence of any authorized public prosecutor of Proposition 65 having
6 filed a suit based on the allegations contained therein, Van Patten filed an amended complaint
7 (“Complaint”) in the Superior Court of and for San Diego County (the “Court”), Case No. 37-2020-
8 00026593-CU-MC-CTL, ultimately naming Camerons, SCS and Amazon.com, Inc. (“Amazon”)
9 (collectively, the “Action”). For purposes of this Settlement, the parties stipulate that this Court
10 has jurisdiction over the Action, and that this Court has jurisdiction to enter this Settlement as a
11 consent judgment as a full and final resolution of the claims and allegations contained in the
12 Complaint.

13 **1.5 No Admission.** This Settlement resolves claims that are denied and disputed. The
14 Parties enter into this Settlement as a full and final settlement of any and all claims between the
15 Parties for the purpose of avoiding prolonged litigation. Nothing in this Settlement shall be
16 construed as an admission by Camerons, SCS and/or Amazon of any fact, finding, issue of law, or
17 violation of law; nor shall compliance with this Settlement constitute or be construed as an
18 admission by Camerons, SCS and/or Amazon of any fact, finding, conclusion, issue of law or
19 violation of law, such being specifically denied by Camerons.

20 **1.6 Effective Date.** For purposes of this Settlement, the term “Effective Date” shall
21 mean July 12, 2024 or twenty-one days (21) days after entry by the Court, whichever is later.

22 **II. INJUNCTIVE RELIEF**

23 **2.1 Compliance with Proposition 65 Warning Regulations.** As of the Effective Date,
24 and continuing thereafter, a clear and reasonable exposure warning as set forth in this §§ 2.1 and
25 2.2 must be provided for the Products at issue in this lawsuit that Camerons manufacturers, imports,
26 distributes, sells, or offers for sale in California. There shall be no obligation for such an exposure
27 warning to be provided for Products that entered the stream of commerce prior to the Effective
28

1 Date. The warning shall consist of either the Warning or Alternative Warning described in §§ 2.1(a)
2 or (b), respectively:

3 (a) Warning. The “Warning” shall consist of the statement:

4 **⚠️WARNING:** This product can expose you to Wood Dust, which is known to the State of
5 California to cause cancer. For more information go to www.P65Warnings.ca.gov;

6 (b) **Alternative Warning:** Camerons may, but are not required to, use the alternative
7 short-form warning as set forth in this § 2.3(b) (“Alternative Warning”) as follows:

8 **⚠️WARNING:** Cancer - www.P65Warnings.ca.gov.

9 **2.2 A Warning or Alternative Warning** provided pursuant to § 2.1 must have the term
10 **“WARNING:”** printed in all capital letters and in bold font. The warning symbol to the left of the
11 word **“WARNING:”** must be a black exclamation point in a yellow equilateral triangle with a black
12 outline, except that if the label for the Products does not use the color yellow, the symbol may be
13 in black and white. The symbol must be in a size no smaller than the height of the word
14 **“WARNING:”**. The warning shall be affixed to or printed on the Products’ packaging or labeling
15 and displayed with such conspicuousness, as compared with other words, statements, or designs as
16 to render it likely to be read and understood by an ordinary individual under customary conditions
17 of purchase or use.

18 **2.3 Compliance with Warning Regulations.** Camerons shall be deemed to be in
19 compliance with this Settlement Agreement by either adhering to §§ 2.1 and 2.2 of this Settlement
20 Agreement or by complying with warning requirements adopted by the State of California’s Office
21 of Environmental Health Hazard Assessment (“OEHHA”) that are applicable to this product.

22 **2.4 Alternative to Warning.** For Product not packaged by Camerons but sold in bulk,
23 Camerons may as the manufacturer of the Product, **provide a written notice directly to the**
24 **authorized agent for a distributor or retail seller** who is subject to Section 25249.6 of the Act,
25 which: (1) States that the product may result in an exposure to one or more listed chemicals; (2)
26 Includes the exact name or description of the product or specific identifying information for the
27 product such as a Universal Product Code or other identifying designation; (3) Includes all
28 necessary warning materials such as labels, labeling, shelf signs or tags, and warning language for

1 products sold on the Internet, that satisfies Section 25249.6 of the Act; (4) Has been sent to the
2 retail seller, and the manufacturer, producer, packager, importer, supplier, or distributor has
3 obtained confirmation electronically or in writing of receipt of the notice. If the manufacturer,
4 producer, packager, importer, supplier, or distributor of a product is complying with this section by
5 providing a written notice directly to the authorized agent: (1) The notice must be renewed, and
6 receipt of the renewed notice confirmed electronically or in writing by the retail seller's authorized
7 agent within six months during the first year after the effective date of this section, then annually
8 thereafter during the period in which the Product is sold in California by the retail seller.

9 **2.5 Internet Warnings**

10 If, after the Effective Date, Camerons sells Products, via the internet, through its own
11 website, affiliated websites or a third party website, to consumers located in California or to
12 customers with nationwide distribution and e-commerce websites, Camerons shall provide
13 warnings for each Product both on the Product label in accordance with Section 2, and by
14 prominently displaying, or requiring the warning to be prominently displayed on affiliated websites,
15 third party websites or by retail customers, to the consumer during the purchase of the Products
16 without requiring customers to seek out the warning. The warning or a clearly marked hyperlink to
17 the warning using the word "WARNING" given in conjunction with the sale of the Products via
18 the internet shall appear either: (a) on the same web page on which the Products are displayed; (b)
19 on the same web page as the virtual cart displaying the Products; (c) on the same page as the price
20 for the Products; or (d) on one or more web pages displayed to a purchaser during the checkout
21 process. The warning shall appear in any of the above instances adjacent to or immediately
22 following the display, description, or price of the Products for which it is given in the same type
23 size or larger than other consumer information provided for the Products. To the extent that the
24 current Proposition 65 requirements for Internet Warnings are changed, Camerons may elect to
25 adhere to any such changes in lieu of that which is set forth herein. Where Camerons sells, ships,
26 or distributes Products to third-party retailers or e-commerce marketplaces, Camerons will advise
27 them, in writing, of the internet Warning requirements under this Agreement as a condition of sale
28 of the Products.

1 **III. SETTLEMENT PAYMENTS**

2 **3.1 Civil Penalties**

3 In settlement of all the claims referred to in this Settlement, within ten (10) days of the
4 Effective Date, Camerons shall pay \$2,500 as a civil penalty, allocated in accordance with
5 California Health & Safety Code §§ 25249.12(c)(1) and (d), with 75% of the penalty to be remitted
6 to the California Office of Environmental Health Hazard Assessment (“OEHHA”) and the
7 remaining 25% of the Penalty remitted to Van Patten no later than ten (10) business days following
8 the Effective Date. More specifically, Cameronss shall issue two separate checks for the civil
9 penalty payment to (a) “Office of Environmental Health Hazard Assessment” in the amount of
10 \$1,875 (75%); and to (b) “Brad Van Patten” in the amount of \$625 (25%). These Payments shall
11 be delivered as follows:

12 (i) The penalty payment owed to Van Patten shall be delivered to the following
13 address:

14 George Rikos
15 Law Offices of George Rikos
16 555 West Beech, Suite 500
San Diego, CA 92101

17 (ii) The penalty payment owed to OEHHA (EIN: 68-0284486) shall be delivered
18 directly to OEHHA (Memo Line “Prop 65 Penalties”) at the following address:

19 Mike Gyurics
20 Fiscal Operations Branch Chief
21 Office of Environmental Health Hazard Assessment
22 Attn. Prop 65 Penalties – Van Patten v. Camerons Settlement
1001 I Street
Sacramento, CA 95814

23 Camerons shall provide Van Patten’s counsel with a copy of the check it sends to OEHHA with
24 its penalty payment to Van Patten. Late payments by Camerons shall be subject to additional
25 penalties of \$100/day to be allocated between OEHHA and Van Patten in the same ratio as set
26 forth above. Van Patten’s counsel shall provide Camerons with an IRS W-9 form for its firm and
27 for Van Patten within three (3) days of the Effective Date and Camerons’s payment deadlines
28 under this Agreement shall be tolled pending its receipt of the W-9 form. In association with the

1 issuance of the payments under this Settlement, Camerons will issue IRS 1099 forms as
2 appropriate given the payees.

3 **3.2 Attorneys' Fees and Litigation Costs**

4 Within ten (10) days of the Effective Date, Camerons shall reimburse Van Patten's counsel
5 \$22,500 for fees and costs incurred as a result of investigating and bringing this matter to
6 Camerons' attention, negotiating a settlement in the public interest, and obtaining the Court's
7 approval of the Settlement and its entry as a consent judgment.

8 **IV. MATTERS AND RELEASE COVERED BY THIS CONSENT JUDGMENT**

9 **4.1 Release of Camerons, SCS, Amazon, and Downstream Sellers, Customers and** 10 **Entities**

11 This Settlement is a full, final and binding resolution, and Van Patten, acting on his behalf
12 and in the public interest, as well as his heirs, agents, representatives, attorneys, successors, family
13 members, assigns, successors, as well as affiliated persons and/or organizations ("Releasers")
14 hereby fully and irrevocably release, acquit and discharge Camerons, SCS, Amazon, as well as any
15 and all parents, subsidiaries, affiliates and related entities, as well as their respective partners,
16 officers, directors, principals, members, shareholders, subsidiaries, parents, successors, assigns,
17 heirs, beneficiaries, representatives, agent, insurers, accountants, attorneys, downstream sellers,
18 retailers, customers, suppliers, manufacturers, individuals, and entities, from any and all duties,
19 obligations, amounts, liabilities, actions, demands, damages, causes of action, costs, expenses,
20 attorneys' fees, compensation, and claims of any kind or nature whatsoever, known or unknown,
21 suspected or unsuspected, that they have, may have, and/or could have asserted, including all claims
22 based upon, relating to, arising out of, or in connection with any circumstances, facts and/or issues
23 which were or could have been made by the Parties and/or relating to or arising from the Products,
24 Action, the Complaint, and/or any violation of Proposition 65 that was or could have been asserted
25 by Releasers related to the Products. Releasers hereby release any such claims against Camerons,
26 SCS, and Amazon and its parents, subsidiaries, affiliated entities, shareholders, marketplaces,
27 directors, officers, agents, employees, attorneys, successors and assignees, and each entity to whom
28 Camerons directly or indirectly distributes or sells the Products, including but not limited to,

1 downstream distributors, wholesalers, customers, retailers, and its respective subsidiaries, affiliates
2 and parents, franchisees, cooperative members and licensees (collectively, the "Releasees"), from
3 any and all claims for violations of Proposition 65.

4 **4.2 Camerons's Release of Van Patten.** Camerons, on behalf of themselves, their past
5 and current agents, representatives, attorneys, successors and/or assignees, hereby waives any and
6 all claims against Van Patten, his attorneys and other representatives, for any and all actions taken
7 or statements made by Van Patten and/or his attorneys and other representatives, whether in the
8 course of investigating claims or otherwise seeking to enforce Proposition 65 against it in this
9 Action.

10 **4.3 Deemed Compliance with Proposition 65.** Compliance by Camerons with this
11 Settlement following the Effective Date constitutes compliance with Proposition 65 with respect to
12 the Products. Products distributed, marketed and/or in stock prior to the Effective Date may be
13 sold through as previously manufactured and labeled.

14 **V. ENTRY OF CONSENT JUDGMENT**

15 The Parties hereby request that the Court promptly enter this Settlement as a consent
16 judgment based on the motion for its approval Van Patten will be making pursuant to Section 10
17 below. Upon entry of the Settlement as consent judgment, Van Patten and Camerons waive their
18 respective rights to a hearing or trial on the allegations contained in the Complaint.

19 **VI. SEVERABILITY**

20 If, subsequent to the execution of this Settlement, any of the provisions of this Settlement
21 are deemed by a court to be unenforceable, the validity of the enforceable provisions remaining
22 shall not be adversely affected but only to the extent the deletion of the provision deemed
23 unenforceable does not materially affect, or otherwise result in the effect of the Settlement being
24 contrary to the intent of the Parties in entering into this Settlement.

25 **VII. GOVERNING LAW/ENFORCEMENT**

26 The terms of this Settlement shall be governed by the law of the State of California and
27 apply within the State of California. The rights to enforce the terms of this Settlement are
28 exclusively conferred on the Parties hereto and this Court shall retain jurisdiction over any

1 enforcement actions , including but not limited to, any failure by Camerons to make the payments
2 identified above. Any Party may, after providing sixty (60) days written notice and meeting and
3 conferring within a reasonable time thereafter to attempt to resolve any issues, by motion or
4 application for an order to show cause before this Court, enforce the terms and conditions contained
5 in this Settlement.

6 **VIII. NOTICES**

7 Unless specified herein, all correspondence and notices required to be provided pursuant to
8 this Settlement Agreement shall be in writing and personally delivered or sent by: (i) first-class
9 (registered or certified mail) return receipt requested; or (ii) overnight or two-day courier on any
10 party by the other party to the following addresses; and, (iii) also with a copy by email:

11 For Camerons and/or SCS:

12 J. David Bournazian, Esq.
13 K & L Gates, LLP
14 1 Park Plaza
15 Twelfth Floor
16 Irvine, California 92614
17 David.Bournazian@KLGates.com

18 For Van Patten:

19 George Rikos, Esq.
20 Law Offices of George Rikos
21 555 West Beech Street, Suite 500
22 San Diego, CA 92101
23 george@georgerikoslaw.com

24 Either party, from time to time, may specify in writing to the other party a change of address to
25 which all notices and other communications shall be sent.

26 **IX. COUNTERPARTS: SIGNATURES**

27 This Settlement may be executed in counterparts and by facsimile or .pdf signature, each of
28 which shall be deemed an original, and all of which, when taken together, shall constitute one and
the same document.

X. MODIFICATION

This Settlement may be modified only by a written agreement of the Parties and the approval of the Court or upon a duly noticed motion of either Party for good cause shown. A

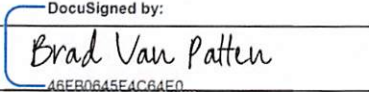
1 showing of technical infeasibility or commercial unreasonableness in meeting the requirements of
2 Section 2 with respect to the Products shall be deemed to constitute good cause for a modification
3 to substitute an alternative no significant risk level on the basis of 27 Cal. Code Regs. § 25703(b)
4 in place of the cancer risk level and presumptive part per billion average concentration threshold
5 set forth in Sections 2.1 and 2.2, and such a modification shall not be opposed by Van Patten. Any
6 proposed modification shall be sent to the Office of the California Attorney General in advance of
7 its submission to the Court such that the Attorney General has a reasonable opportunity to review
8 and comment thereon.

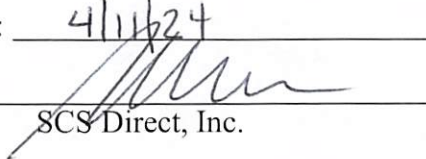
9 **XI. ENTIRE AGREEMENT**

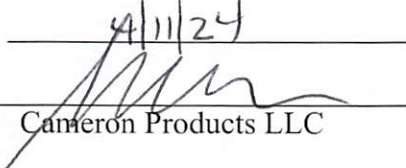
10 This Settlement contains the sole and entire agreement of the Parties and any and all prior
11 negotiations and understandings related hereto shall be deemed to have been merged within it. No
12 representations or terms of agreement other than those contained herein exist or have been made
13 by any Party with respect to the other Party or the subject matter hereof. This Settlement shall have
14 no effect if it is not approved by the Court and entered as a consent judgment.

15 **XII. AUTHORIZATION**

16 The undersigned are authorized to execute this Settlement and have read, understood and
17 agree to all of the terms and conditions contained of this Settlement.

19 **AGREED TO:**
20 Date: 4/10/2024
21 By: 
22 Brad Van Patten

AGREED TO:
Date: 4/11/24
By: 
SCS Direct, Inc.

23 **AGREED TO:**
24 Date: 4/11/24
25 By: 
26 Cameron Products LLC

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IT IS SO ORDERED, ADJUDGED AND DECREED THAT THE SETTLEMENT SET FORTH ABOVE SHALL PROMPTLY BE ENTERED AS A CONSENT JUDGMENT BY THIS COURT:

DATED: _____

JUDGE OF THE SUPERIOR COURT