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7 PETER ENGLANDER

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF ALAMEDA - UNLIMITED CIVIL JURISDICTION

12 PETER ENGLANDER

13 Plaintiff,

14 v.

15 COSTCO WHOLESALE CORPORATION;  
16 CRAFTMASTER FURNITURE, INC.;  
17 EMERALD HOME FURNISHINGS, LLC;  
18 FOUR HANDS, LLC; GRACO  
19 CHILDREN'S PRODUCTS, INC.;  
20 HOMELEGANCE, INC.; KINWAI USA  
21 INC.; LEGACY CLASSIC FURNITURE,  
22 INC.; LINON HOME DECOR PRODUCTS,  
23 INC.; NEWELL RUBBERMAID INC.; PIER  
24 1 IMPORTS, INC.; PIER 1 IMPORTS (U.S.),  
25 INC.; TUESDAY MORNING  
26 CORPORATION; and DOES 1-150,  
27 inclusive, et al.

22 Defendants.

) Case No. RG 13-672233

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

)  
) [PROPOSED] CONSENT JUDGMENT AS  
) TO CRAFTMASTER FURNITURE, INC.;  
) EMERALD HOME FURNISHINGS, LLC;  
) FOUR HANDS, LLC; AND  
) HOMELEGANCE, INC.

) (Health & Safety Code § 25249.6 et seq.)

) First Amended Complaint Filed: April 12, 2013

1 **1. INTRODUCTION**

2 **1.1 Parties**

3 This Consent Judgment is entered into by and between plaintiff Peter Englander (“Plaintiff”)  
4 and the defendants identified in the attached Exhibits (“Settling Defendants”), with Plaintiff and the  
5 Settling Defendants 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 Defendants**

11 Each 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 each Settling Defendant manufactured, imported, sold  
16 and/or distributed for sale in California, products with foam cushioned components containing  
17 tris(1,3-dichloro-2-propyl) phosphate (“TDCPP”) and/or tris(2-chloroethyl) phosphate (“TCEP”),  
18 without the requisite Proposition 65 health hazard warnings.

19 1.4.2 Pursuant to Proposition 65, on April 1, 1992, California identified and listed  
20 TCEP as a chemical known to cause cancer. TCEP became subject to the “clear and reasonable  
21 warning” requirements of the Act one year later on April 1, 1993. Cal. Code Regs., Tit. 27, §  
22 27001(b); Health & Safety Code §§ 25249.8 and 25249.10(b).

23 1.4.3 Pursuant to Proposition 65, on October 28, 2011, California identified and  
24 listed TDCPP as a chemical known to cause cancer. TDCPP became subject to the “clear and  
25 reasonable warning” requirements of Proposition 65 one year later on October 28, 2012. Cal. Code  
26 Regs., tit. 27, § 27001(b); Health & Safety Code §§ 25249.8 and 25249.10(b).

27 TDCPP and TCEP are hereinafter collectively referred to as the “Listed Chemicals.”  
28 Plaintiff alleges that the Listed Chemicals escape from foam padding, leading to human exposures.

1           **1.5     Product Description**

2           The categories of products that are covered by this Consent Judgment as to each Settling  
3 Defendant are identified on Exhibit A (hereinafter “Products”). Polyurethane foam that is supplied,  
4 shaped or manufactured for use as a component of another product, such as upholstered furniture,  
5 but which is not itself a finished product, is specifically excluded from the definition of Products  
6 and shall not be identified by a Settling Defendant on Exhibit A as a Product.

7           **1.6     Notices of Violation**

8           Beginning in December 2012, Plaintiff served Settling Defendants and certain requisite  
9 public enforcement agencies with “60-Day Notices of Violation” (“Notices”) that provided the  
10 recipients with notice of alleged violations of Proposition 65 based on the alleged failure to warn  
11 customers, consumers, and workers in California that the Products expose users to one or more  
12 Listed Chemicals.<sup>1</sup> To the best of the Parties’ knowledge, no public enforcer has commenced or is  
13 diligently prosecuting the allegations set forth in the Notices.

14           **1.7     Complaint**

15           On April 12, 2013, Plaintiff filed a First Amended Complaint in the Superior Court  
16 in and for the County of Alameda against the Settling Defendants, other defendants and Does 4  
17 through 150, *Laurence Vinocur, John Moore and Peter Englander v. Costco Wholesale*  
18 *Corporation, et al.*, Case No. RG 13-672233, alleging violations of Proposition 65, based in part on  
19 the alleged unwarned exposures to TDCPP contained in the Products (“Complaint”). Upon entry of  
20 this Consent Judgment, the Complaint shall be deemed amended *nunc pro tunc* to include the  
21 violations of Proposition 65 alleged by Plaintiff in subsequent 60-day notices to the Settling  
22 Defendants specific to TCEP and/or DEHP.

23  
24  
25  
26           <sup>1</sup> Based on further investigation, Plaintiff has also issued supplemental 60-day notices to  
27 some of the Settling Defendants alleging that the Products contain and expose Californians to di(2-  
28 ethylhexyl)phthalate (“DEHP”). DEHP and other phthalates including butyl benzyl phthalate  
 (“BBP”) and Di-n-butyl phthalate (“DBP”) are listed under Proposition 65 as chemicals known to  
 cause birth defects and other reproductive harm. As to the Settling Defendants who received  
 Notices concerning DEHP, the term “Listed Chemical” shall also include DEHP.

1           **1.8    No Admission**

2           The Settling Defendants deny the material factual and legal allegations contained in  
3 Plaintiff's Notices and Complaint and maintain that all products that they have manufactured,  
4 imported, distributed, and/or sold in California, including the Products, have been and are in  
5 compliance with all laws. Nothing in this Consent Judgment shall be construed as an admission by  
6 a Settling Defendant of any fact, finding, conclusion, issue of law, or violation of law, nor shall  
7 compliance with this Consent Judgment constitute or be construed as an admission by any Settling  
8 Defendant of any fact, finding, conclusion, issue of law, or violation of law. However, this section  
9 shall not diminish or otherwise affect a Settling Defendant's obligations, responsibilities, and duties  
10 under this Consent Judgment.

11           **1.9    Consent to Jurisdiction**

12           For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
13 jurisdiction over the Settling Defendants as to the allegations contained in the Notices and  
14 Complaints, that venue is proper in the County of Alameda, and that this Court has jurisdiction to  
15 enter and enforce the provisions of this Consent Judgment pursuant to Proposition 65 and California  
16 Code of Civil Procedure § 664.6.

17           **2.    DEFINITIONS**

18           **2.1    California Customers**

19           "California Customer" shall mean any customer that a Settling Defendant reasonably  
20 understands is located in California, has a California warehouse or distribution center, maintains a  
21 retail outlet in California, or has made internet sales into California on or after January 1, 2011.

22           **2.2    Detectable**

23           "Detectable" shall mean containing more than 25 parts per million ("ppm") (the equivalent  
24 of .0025%) of any one chemical in any material, component, or constituent of a  
25 subject product, when analyzed by a NVLAP accredited laboratory pursuant to EPA testing  
26 methodologies 3545 and 8270C, or equivalent methodologies utilized by federal or state agencies to  
27 determine the presence, and measure the quantity, of TDCPP and/or TCEP in a solid substance.  
28

1           **2.3     Effective Date**

2           “Effective Date” shall mean October 15, 2013.

3           **2.4     Private Label Covered Products**

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

7           **2.5     Reformulated Products**

8           “Reformulated Products” shall mean Products that contain no Detectable amount of TDCPP,  
9 or TCEP.<sup>2</sup>

10          **2.6     Reformulation Standard**

11          The “Reformulation Standard” shall mean containing no more than 25 ppm for each of  
12 TDCPP and TCEP.<sup>3</sup>

13          **2.7     Retailer**

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

16 **3.     INJUNCTIVE RELIEF: REFORMULATION**

17          **3.1     Reformulation Commitment**

18          Commencing on March 31, 2014, Settling Defendants shall not manufacture or import for  
19 distribution or sale to California Customers, or cause to be manufactured or imported for  
20 distribution or sale to California Customers, any Products that are not Reformulated Products.

21          **3.2     Vendor Notification/Certification**

22          On or before the Effective Date, each Settling Defendant shall provide written notice to all  
23 of its then-current vendors of the Products that will be sold or offered for sale in California, or to  
24 California Customers, instructing each such vendor to use reasonable efforts to provide only

25 \_\_\_\_\_  
26           <sup>2</sup> As to the Settling Defendants who received supplemental Notices concerning DEHP, the  
27 term “Reformulated Products” also includes Products for which claims concerning DEHP were  
28 noticed (the “Phthalate Products”) that contain no more than 1000 ppm each of DEHP, BBP, and  
DBP.

<sup>3</sup> As to the Settling Defendants who received supplemental Notices concerning DEHP, the  
term “Reformulated Standards” further requires that the Phthalate Products contain no more than  
1000 ppm each of DEHP, BBP, and DBP.

1 Reformulated Products for potential sale in California. In addressing the obligation set forth in the  
2 preceding sentence, a Settling Defendant shall not employ statements that will encourage a vendor  
3 to delay compliance with the Reformulation Standard. The Settling Defendant shall subsequently  
4 obtain written certifications, no later than April 1, 2014, from such vendors, and any newly engaged  
5 vendors, that the Products manufactured by such vendors are in compliance with the Reformulation  
6 Standard. Certifications shall be held by the Settling Defendant for at least two years after their  
7 receipt and shall be made available to Plaintiff upon request.

### 8 3.3 Products No Longer in a Settling Defendant's Control

9 No later than 45 days after the Effective Date, each Settling Defendant shall send a letter,  
10 electronic or otherwise ("Notification Letter") to: (1) each California Customer and/or Retailer  
11 which it, after October 28, 2011, supplied the item for resale in California described as an exemplar  
12 in the Notice(s) the Settling Defendant received from Plaintiff ("Exemplar Product"); and (2) any  
13 California Customer and/or Retailer that the Settling Defendant reasonably understands or believes  
14 had any inventory for resale in California of Exemplar Products as of the relevant Notice's dates.  
15 The Notification Letter shall advise the recipient that the Exemplar Product(s) contains TDCPP  
16 and/or TCEP, chemicals known to the State of California to cause cancer, and/or DEHP, a chemical  
17 known to the State of California to cause birth defects and other reproductive harm, as appropriate  
18 depending on the allegations in the Notices, and request that the recipient either: (a) label the  
19 Exemplar Products remaining in inventory for sale in California, or to California Customers,  
20 pursuant to Section 3.5; or (b) return, at the Settling Defendant's sole expense, all units of the  
21 Exemplar Product held for sale in California, or to California Customers, to the Settling Defendant  
22 or a party the Settling Defendant has otherwise designated. The Notification Letter shall require a  
23 response from the recipient within 15 days confirming whether the Exemplar Product will be  
24 labeled or returned. The Settling Defendant shall maintain records of all correspondence or other  
25 communications generated pursuant to this Section for two years after the Effective Date and shall  
26 promptly produce copies of such records upon Plaintiff's written request.



1           **3.4 Current Inventory**

2           Any Products in, or manufactured and en route to, a Settling Defendant's inventory as of or  
3 after December 31, 2013, that do not qualify as Reformulated Products and that the Settling  
4 Defendant has reason to believe may be sold or distributed for sale in California, shall contain a  
5 clear and reasonable warning as set forth in Section 3.5 below unless Section 3.6 applies.<sup>4</sup>

6           **3.5 Product Warnings**

7                   **3.5.1 Product Labeling**

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

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

15                           **WARNING:** This product contains TDCPP and/or  
16   TCEP, flame retardant chemicals  
17   known to the State of California to  
   cause cancer.

18                   Or, for Phthalate Products:

19                           **WARNING:** This product contains DEHP, a  
20   chemical known to the State of  
21   California to cause birth defects and  
   other reproductive harm.<sup>5</sup>

22  
23           <sup>4</sup> This shall not apply to Products which are Private Label Covered Products in a Retailer  
Settling Defendants' inventory as of December 31, 2013.

24           <sup>5</sup> The regulatory safe harbor warning language specified in 27 CCR § 25603.2 may also be  
25 used if the Settling Defendant had begun to use it, prior to the Effective Date. A Settling Defendant  
26 that seeks to use alternative warning language, other than the language specified above or the safe  
27 harbor warning specified in 27 CCR § 25603.2, or that seeks to use an alternate method of  
28 transmission of the warning, 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 *et seq.* 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."

1 Attached as Exhibit B are template warnings developed by Plaintiff that are deemed to be  
2 clear and reasonable for purposes of this Consent Judgment.<sup>6</sup> Provided that the other requirements  
3 set forth in this Section are addressed, including as to the required warning statements and method  
4 of transmission as set forth above, Settling Defendants remain free not to utilize the template  
5 warnings.

### 6 3.5.2 Internet Website Warning

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

12 The warning text shall be the same type size or larger than the Product description text:

13 **WARNING:** This product contains TDCPP and/or  
14 TCEP, flame retardant chemicals  
15 known to the State of California to  
16 cause cancer.

17 Or, for Phthalate Products:

18 **WARNING:** This product contains DEHP, a  
19 chemical known to the State of  
20 California to cause birth defects and  
21 other reproductive harm.<sup>7</sup>

### 22 3.6 Alternatives to Interim Warnings

23 The obligations of a Settling Defendant under Section 3.3 shall be relieved provided the  
24 Settling Defendant certifies on or before December 15, 2013 that only Exemplar Products meeting  
25 the Reformulation Standard will be offered for sale in California, or to California Customers for  
26 sale in California, after December 31, 2013. The obligations of a Settling Defendant under Section

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27 <sup>6</sup> The characteristics of the template warnings are as follows: (a) a yellow hang tag  
28 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 that 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.

<sup>7</sup> Footnote 5, *supra*, applies in this context as well.



1 3.4 shall be relieved provided the Settling Defendant certifies on or before December 15, 2013 that,  
2 after June 30, 2014, it will only distribute or cause to be distributed for sale in, or sell in,  
3 California, or to California Customers for sale in California, Products (i.e., Products beyond the  
4 Exemplar Product) meeting the Reformulation Standard. The certifications provided by this  
5 Section are material terms and time is of the essence.

6 **4. MONETARY PAYMENTS**

7 **4.1 Civil Penalties Pursuant to Health & Safety Code § 25249.7(b)**

8 In settlement of all the claims referred to in this Consent Judgment, a Settling Defendant  
9 shall pay the civil penalties shown for it on Exhibit A in accordance with this Section.

10 Each penalty payment will be allocated in accordance with California Health & Safety Code  
11 § 25249.12(c)(1) and (d), with 75% of the funds remitted to the California Office of Environmental  
12 Health Hazard Assessment (“OEHHA”), and 25% of the penalty remitted to “The Chanler Group  
13 in Trust for Peter Englander.” Each penalty payment shall be made within two business days of the  
14 date it is due and be delivered to the addresses listed in Section 4.5 below. A Settling Defendant  
15 shall be liable for payment of interest, at a rate of 10% simple interest, for all amounts due and  
16 owing under this Section that are not received within two business days of the due date.

17 4.1.1 Initial Civil Penalty. On or before the Effective Date, each Settling  
18 Defendant shall make an initial civil penalty payment in the amount identified on the Settling  
19 Defendant’s Exhibit A.

20 4.1.2 Second Civil Penalty. On or before January 15, 2014, each Settling  
21 Defendant shall make a second civil penalty payment in the amount identified on the Settling  
22 Defendant’s Exhibit A. The amount of the second penalty may be reduced according to any penalty  
23 waiver the Settling Defendant is eligible for under Sections 4.1.4(i) and 4.1.4(iii), below.

24 4.1.3 Third Civil Penalty. On or before November 30, 2014, each Settling  
25 Defendant shall make a third civil penalty payment in the amount identified on the Settling  
26 Defendant’s Exhibit A. The amount of the third penalty may be reduced according to any penalty  
27 waiver the Settling Defendant is eligible for under Sections 4.1.4(ii) and 4.1.4(iv), below.  
28

1                   4.1.4 Reductions to Civil Penalty Payment Amounts. Each Settling Defendant  
2 may reduce the amount of the second and/or third civil penalty payments identified on the Settling  
3 Defendant's Exhibit A by providing Plaintiff with certification of certain efforts undertaken to  
4 reformulate their Products or limit the ongoing sale of non-reformulated Products in California.  
5 The options to provide a written certification in lieu of making a portion of a Settling Defendant's  
6 civil penalty payment constitute material terms of this Consent Judgment, and with regard to such  
7 terms, time is of the essence.

8                   **4.1.4(i) Partial Penalty Waiver for Accelerated Reformulation of**  
9                   **Products Sold or Offered for Sale in California.**

10                   As shown on an electing Settling Defendant's Exhibit A, a portion of the second civil  
11 penalty shall be waived, to the extent that it has agreed that, as of November 1, 2013, and  
12 continuing into the future, it shall only manufacture or import for distribution or sale to California  
13 Customers or cause to be manufactured or imported for distribution or sale to California Customers,  
14 Reformulated Products. An officer or other authorized representative of a Settling Defendant that  
15 has exercised this election shall provide Plaintiff with a written certification confirming compliance  
16 with such conditions, which certification must be received by Plaintiff's counsel on or before  
17 December 15, 2013.

18                   **4.1.4(ii) Partial Penalty Waiver for Extended Reformulation.**

19                   As shown on an electing Settling Defendant's Exhibit A, a portion of the third civil penalty  
20 shall be waived, to the extent that it has agreed that, as of March 31, 2014, and continuing into the  
21 future, it shall only manufacture or import for distribution or sale in California or cause to be  
22 manufactured or imported for distribution or sale in California, Reformulated Products which also  
23 do not contain tris(2,3-dibromopropyl)phosphate ("TDBPP") in a detectable amount of more than  
24 25 parts per million ("ppm") (the equivalent of .0025%) in any material, component, or constituent  
25 of a subject product, when analyzed by a NVLAP accredited laboratory pursuant to EPA testing  
26 methodologies 3545 and 8270C, or equivalent methodologies utilized by federal or state agencies to  
27 determine the presence, and measure the quantity, of TDBPP in a solid substance. An officer or  
28 other authorized representative of a Settling Defendant that has exercised this election shall provide

1 Plaintiff with a written certification confirming compliance with such conditions, which  
2 certification must be received by Plaintiff's counsel on or before November 15, 2014.

3 **4.1.4(iii) Partial Penalty Waiver for Withdrawal of Unreformulated**  
4 **Exemplar Products from the California Market.**

5 As shown on a Settling Defendant's Exhibit A, a portion of the second civil penalty shall be  
6 waived, if an officer or other authorized representative of a Settling Defendant provides Plaintiff  
7 with written certification, by December 15, 2013, confirming that each individual or establishment  
8 in California to which it supplied the Exemplar Product after October 28, 2011, has elected to return  
9 all remaining Exemplar Products held for sale in California.<sup>8</sup>

10 **4.1.4(iv) Partial Penalty Waiver for Termination of Distribution to**  
11 **California of Unreformulated Inventory.**

12 As shown on a Settling Defendant's Exhibit A, a portion of the third civil penalty shall be  
13 waived, if an officer or other authorized representative of a Settling Defendant provides Plaintiff  
14 with written certification, on or before November 15, 2014, confirming that, as of July 1, 2014, it  
15 has and will continue to distribute, offer for sale, or sell in California, or to California Customers,  
16 only Reformulated Products.

17 **4.2 Representations**

18 Each Settling Defendant represents that the sales data and other information concerning its  
19 size, knowledge of Listed Chemicals, and prior reformulation and/or warning efforts, it provided to  
20 Plaintiff was truthful to its knowledge and a material factor upon which Plaintiff has relied to  
21 determine the amount of civil penalties assessed pursuant to Health & Safety Code § 25249.7 in this  
22 Consent Judgment. If, within nine months of the Effective Date, Plaintiff discovers and presents to  
23 a Settling Defendant, evidence demonstrating that the preceding representation and warranty was  
24 materially inaccurate, then a Settling Defendant shall have 30 days to meet and confer regarding the  
25 Plaintiff's contention. Should this 30 day period pass without any such resolution between the  
26

27 <sup>8</sup> For purposes of this Section, the term Exemplar Products shall further include Products for  
28 which Plaintiff has, prior to August 31, 2013, provided the Settling Defendants with test results  
from a NVLAP accredited laboratory showing the presence of a Listed Chemical at a level in  
excess of 250 ppm pursuant to EPA testing methodologies 3545 or 8270C.

1 Plaintiff and the Settling Defendant, Plaintiff shall be entitled to file a formal legal claim including,  
2 but not limited to, a claim for damages for breach of contract.

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

8 **4.3 Stipulated Penalties for Certain Violations of the Reformulation**  
9 **Standard.**

10 If Plaintiff provides notice and appropriate supporting information to a Settling Defendant  
11 that levels of a Listed Chemical in excess of the Reformulation Standard have been detected in one  
12 or more Products labeled or otherwise marked in an identifiable manner as manufactured or  
13 imported after a deadline for meeting the Reformulation Standard has arisen for a Settling  
14 Defendant under Sections 3.1 or 3.6 above, the Settling Defendant may elect to pay a stipulated  
15 penalty to relieve any further potential liability under Proposition 65 or sanction under this Consent  
16 Judgment as to Products sourced from the vendor in question.<sup>9</sup> The stipulated penalty shall be  
17 \$1,500 if the violation level is below 100 ppm and \$3,000 if the violation level is between 100 ppm  
18 and 249 ppm, this being applicable for any amount in excess of the Reformulation Standards but  
19 under 250 ppm.<sup>10</sup> Plaintiff shall further be entitled to reimbursement of their associated expense in  
20 an amount not to exceed \$5,000 regardless of the stipulated penalty level. A Settling Defendant  
21 under this Section must provide notice and appropriate supporting information relating to the  
22 purchase (e.g. vendor name and contact information including representative, purchase order,  
23 certification (if any) received from vendor for the exemplar or subcategory of products), test results,  
24 and a letter from a company representative or counsel attesting to the information provided, to

25 \_\_\_\_\_  
26 <sup>9</sup> This Section shall not be applicable where the vendor in question had previously been  
27 found by the Settling Defendant to have provided unreliable certifications as to meeting the  
28 Reformulation Standard in its Products on more than one occasion. Notwithstanding the foregoing,  
a stipulated penalty for a second exceedance by a Settling Defendant's vendor at a level between  
100 and 249 ppm shall not be available after July 1, 2015.

<sup>10</sup> Any stipulated penalty payments made pursuant to this Section should be allocated and  
remitted in the same manner as set forth in Sections 4.1 and 4.5, respectively.

1 Plaintiff within 30 calendar days of receiving test results from Plaintiff's counsel. Any violation  
2 levels at or above 250 ppm shall be subject to the full remedies provided pursuant to this Consent  
3 Judgment and at law.

#### 4 4.4 Reimbursement of Fees and Costs

5 The Parties acknowledge that Plaintiff and his counsel offered to resolve this dispute  
6 without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving  
7 this fee reimbursement issue to be resolved after the material terms of the agreement had been  
8 settled. Shortly after the other settlement terms had been finalized, the Settling Defendants  
9 expressed a desire to resolve the fee and cost issue. The Settling Defendants then agreed to pay  
10 Plaintiff and his counsel under general contract principles and the private attorney general doctrine  
11 codified at California Code of Civil Procedure section 1021.5 for all work performed through the  
12 mutual execution of this agreement, including the fees and costs incurred as a result of  
13 investigating, bringing this matter to the Settling Defendant's attention, negotiating a settlement in  
14 the public interest, and seeking court approval of the same. In addition, the negotiated fee and cost  
15 figure expressly includes the anticipated significant amount of time plaintiff's counsel will incur to  
16 monitor various provisions in this agreement over the next two years, with the exception of  
17 additional fees that may be incurred pursuant to a Settling Defendant's election in Section 11. Each  
18 Settling Defendant more specifically agreed, upon the Court's approval and entry of this Consent  
19 Judgment, to pay Plaintiff's counsel the amount of fees and costs indicated on the Settling  
20 Defendant's Exhibit A. Each Settling Defendant further agreed to tender and shall tender its full  
21 required payment under this Section to a trust account at The Chanler Group (made payable "In  
22 Trust for The Chanler Group") within two business days of the Effective Date. Such funds shall be  
23 released from the trust account upon the Court's approval and entry of this Consent Judgment.

#### 24 4.5 Payment Procedures

##### 25 4.5.1 Issuance of Payments.

26 (a) All payments owed to Plaintiff and his counsel, pursuant to Sections  
27 4.1, 4.3 and 4.4 shall be delivered to the following payment address:

28 The Chanler Group  
Attn: Proposition 65 Controller



2560 Ninth Street  
Parker Plaza, Suite 214  
Berkeley, CA 94710

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

For United States Postal Service Delivery:

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

For Non-United States Postal Service Delivery:

Mike Gyurics  
Fiscal Operations Branch Chief  
Office of Environmental Health Hazard Assessment  
1001 I Street  
Sacramento, CA 95814

4.5.2 Proof of Payment to OEHHA. A copy of each check payable to OEHHA shall be mailed, simultaneous with payment, to The Chanler Group at the address set forth in Section 4.5.1(a) above, as proof of payment to OEHHA.

4.5.3 Tax Documentation. A Settling Defendant shall issue a separate 1099 form for each payment required by this Section to: (a) Peter Englander, whose address and tax identification number shall be furnished upon request after this Consent Judgment has been fully executed by the Parties; (b) Peter Englander, whose address and tax identification number shall be furnished upon request after this Consent Judgment has been fully executed by the Parties; (c) OEHHA, who shall be identified as "California Office of Environmental Health Hazard Assessment" (EIN: 68-0284486) in the 1099 form, to be delivered directly to OEHHA, P.O. Box 4010, Sacramento, CA 95814; and (d) "The Chanler Group" (EIN: 94-3171522) to the address set forth in Section 4.5.1(a) above.



1 **5. CLAIMS COVERED AND RELEASED**

2 **5.1 Plaintiff's Release of Proposition 65 Claims**

3 Plaintiff, acting on his own behalf and in the public interest, releases each Settling  
4 Defendant, its parents, subsidiaries, affiliated entities under common ownership, directors, officers,  
5 agents employees, attorneys, and each entity to whom the Settling Defendant directly or indirectly  
6 distribute or sell Products, including, but not limited, to downstream distributors, wholesalers,  
7 customers, retailers, franchisees, cooperative members, and licensees (collectively, "Releasees"),  
8 from all claims for violations of Proposition 65 through the Effective Date based on unwarned  
9 exposures to the Listed Chemicals in the Products, as set forth in the Notices. Compliance with the  
10 terms of this Consent Judgment constitutes compliance with Proposition 65 with respect to  
11 exposures to the Listed Chemicals from the Products, as set forth in the Notices. The Parties further  
12 understand and agree that this Section 5.1 release shall not extend upstream to any entities, other  
13 than Settling Defendants, that manufactured the Products or any component parts thereof, or any  
14 distributors or suppliers who sold the Products or any component parts thereof to a Settling  
15 Defendant, except that entities upstream of a Settling Defendant that is a Retailer of a Private  
16 Labeled Covered Product shall be released as to the Private Labeled Covered Products offered for  
17 sale in California, or to California Customers, by the Retailer in question.<sup>11</sup>

18 **5.2 Plaintiff's Individual Releases of Claims**

19 Plaintiff, in his individual capacity only and *not* in his representative capacity, provides a  
20 release herein which shall be effective as a full and final accord and satisfaction, as a bar to all  
21 actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims,  
22 liabilities, and demands of Plaintiff of any nature, character, or kind, whether known or unknown,  
23 suspected or unsuspected, limited to and arising out of alleged or actual exposures to TDCPP,  
24 TCEP, and/or TDBPP in the Products or Additional Products (as defined in Section 11.1 and  
25 delineated on a Settling Defendant's Exhibit A) manufactured, imported, distributed, or sold by  
26

27 <sup>11</sup> For purposes of this Section, as to the Phthalate Products, the term "Listed Chemicals"  
28 shall include DEHP with respect to those Settling Defendants that received supplemental Notices  
alleging violations of Proposition 65 as to exposures to DEHP.

1 Settling Defendants prior to the Effective Date.<sup>12</sup> The Parties further understand and agree that this  
2 Section 5.2 release shall not extend upstream to any entities that manufactured the Products or  
3 Additional Products, or any component parts thereof, or any distributors or suppliers who sold the  
4 Products or Additional Products, or any component parts thereof to Settling Defendants, except that  
5 entities upstream of a Settling Defendant that is a Retailer of a Private Labeled Covered (or  
6 Additional) Product shall be released as to the Private Labeled Covered (or Additional) Products  
7 offered for sale in California by the Retailer in question. Nothing in this Section affects Plaintiff's  
8 rights to commence or prosecute an action under Proposition 65 against a Releasee that does not  
9 involve a Settling Defendant's Products or Additional Products.<sup>13</sup>

### 10 5.3 Settling Defendants' Release of Plaintiff

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

## 17 6. COURT APPROVAL

18 This Consent Judgment is not effective until it is approved and entered by the Court and  
19 shall be null and void if, for any reason, it is not approved in its entirety and entered by the Court  
20 within one year after it has been fully executed by all Parties. If the Court does not approve the  
21 Consent Judgment, the Parties shall meet and confer as to whether to modify the language or appeal  
22 the ruling. If the Parties do not jointly agree on a course of action to take, then the case shall  
23 proceed in its normal course on the Court's trial calendar. If the Court's approval is ultimately  
24 overturned by an appellate court, the Parties shall meet and confer as to whether to modify the  
25

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26 <sup>12</sup> The injunctive relief requirements of Section 3 shall apply to Additional Products as  
27 otherwise specified.

28 <sup>13</sup> For purposes of this Section, as to the Phthalate Products, the term "Listed Chemicals"  
shall include DEHP, BBP and DBP with respect to those Settling Defendants that received  
supplemental Notices alleging violations of Proposition 65 as to exposures to DEHP.

1 terms of this Consent Judgment. If the Parties do not jointly agree on a course of action to take,  
2 then the case shall proceed in its normal course on the Court's trial calendar. In the event that this  
3 Consent Judgment is entered by the Court and subsequently overturned by any appellate court, any  
4 monies that have been provided to OEHHA, Plaintiff or his counsel pursuant to Section 4, above,  
5 shall be refunded within 15 days of the appellate decision becoming final. If the Court does not  
6 approve and enter the Consent Judgment within one year of the Effective Date, any monies that  
7 have been provided to OEHHA or held in trust for Plaintiff or his counsel pursuant to Section 4,  
8 above, shall be refunded to the associated Settling Defendant within 15 days.

9 **7. GOVERNING LAW**

10 The terms of this Consent Judgment shall be governed by the laws of the State of California.  
11 In the event that Proposition 65 is repealed, preempted, or is otherwise rendered inapplicable by  
12 reason of law generally, or if any of the provisions of this Consent Judgment are rendered  
13 inapplicable or are no longer required as a result of any such repeal or preemption, or rendered  
14 inapplicable by reason of law generally as to the Products, then a Settling Defendant may provide  
15 written notice to Plaintiff of any asserted change in the law, and shall have no further obligations  
16 pursuant to this Consent Judgment with respect to, and to the extent that, the Products are so  
17 affected. Nothing in this Consent Judgment shall be interpreted to relieve a Settling Defendant  
18 from any obligation to comply with any pertinent state or federal law or regulation.

19 **8. NOTICES**

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

24 To Settling Defendants:  
25 At the address shown on each Exhibit A

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

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

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

4 This Consent Judgment may be executed in counterparts and by facsimile or pdf signature,  
5 each of which shall be deemed an original, and all of which, when taken together, shall constitute  
6 one and the same document. A facsimile or pdf signature shall be as valid as the original.

7 **10. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)**

8 Plaintiff and his attorneys agree to comply with the reporting form requirements referenced  
9 in California Health & Safety Code § 25249.7(f).

10 **11. ADDITIONAL POST EXECUTION ACTIVITIES**

11 11.1 In addition to the Products, where a Settling Defendant has identified on Exhibit A  
12 additional products that contain Listed Chemicals and that are sold or offered for sale by it in  
13 California, or to California Customers, (“Additional Products”), then by no later than October 15,  
14 2013, the Settling Defendant may provide Plaintiff with additional information or representations  
15 necessary to enable them to issue a 60-Day Notice of Violation and valid Certificate of Merit  
16 therefore, pursuant to Health & Safety Code § 25249.7, that includes the Additional Products.  
17 Polyurethane foam that is supplied, shaped or manufactured for use as a component of a product,  
18 such as upholstered furniture, is specifically excluded from the definition of Additional Products  
19 and shall not be identified by a Settling Defendant on Exhibit A as an Additional Product. Except  
20 as agreed upon by Plaintiff, Settling Defendants shall not include a product, as an Additional  
21 Product, that is the subject of an existing 60-day notice issued by Plaintiff or any other private  
22 enforcer at the time of execution. After receipt of the required information, Plaintiff agrees to issue  
23 a supplemental 60-day notice in compliance with all statutory and regulatory requirements for the  
24 Additional Products. Plaintiff will, and in no event later than October 1, 2014, prepare and file an  
25 amendment to this Consent Judgment to incorporate the Additional Products within the defined  
26 term “Products” and serve a copy thereof and its supporting papers (including the basis for  
27 supplemental stipulated penalties, if any) on the Office of the California Attorney General; upon the  
28 Court’s approval and finding that the supplemental stipulated penalty amount, if any, is reasonable,

1 the Additional Products shall become subject to Section 5.1 in addition to Section 5.2. The  
2 Settling Defendant shall, at the time it elects to utilize this Section and tenders the additional  
3 information or representations regarding the Additional Products to Plaintiff, tender to The Chanler  
4 Group's trust account an amount not to exceed \$8,750 as stipulated penalties and attorneys' fees  
5 and costs incurred by Plaintiff in issuing the new notice and engaging in other reasonably related  
6 activities, which may be released from the trust as awarded by the Court upon Plaintiff's  
7 application. Any fee award associated with the modification of the Consent Judgment to include  
8 Additional Products shall not offset any associated supplemental penalty award, if any. (Any  
9 tendered funds remaining in the trust thereafter shall be refunded to the Settling Defendant within  
10 15 days). Such payment shall be made to "in trust for The Chanler Group" and delivered as per  
11 Section 4.5.1(a) above.

12 11.2 Plaintiff and Settling Defendant(s) agree to support the entry of this agreement as a  
13 Consent Judgment and obtain approval of the Consent Judgment by the Court in a timely manner.  
14 The Parties acknowledge that, pursuant to California Health & Safety Code § 25249.7, a noticed  
15 motion is required to obtain judicial approval of this Consent Judgment, which Plaintiff shall draft  
16 and file. If any third party objection to the noticed motion is filed, Plaintiff and each Settling  
17 Defendant shall work together to file a reply and appear at any hearing before the Court. This  
18 provision is a material component of the Consent Judgment and shall be treated as such in the event  
19 of a breach.

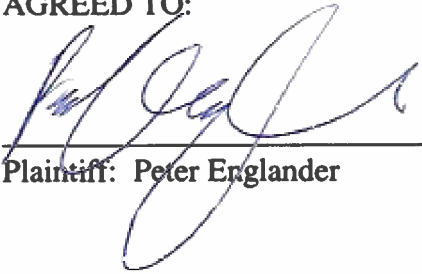
20 **12. MODIFICATION**

21 This Consent Judgment may be modified only: (1) by written agreement of the Parties and  
22 upon entry of a modified Consent Judgment by the Court thereon; or (2) upon a successful motion  
23 of any party and entry of a modified Consent Judgment by the Court.  
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1 **13. AUTHORIZATION**

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

5  
6 **AGREED TO:**

7   
8 \_\_\_\_\_  
9 **Plaintiff: Peter Englander**

10 **Date: October 31, 2013**

**AGREED TO:**

By: \_\_\_\_\_  
Name:  
It's:

**Date: October \_\_, 2013**

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1 **13. AUTHORIZATION**

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

5  
6 AGREED TO:  
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8 \_\_\_\_\_  
9 Plaintiff Peter Englander

10 Date: September \_\_, 2013

AGREED TO:  
  
By \_\_\_\_\_  
Name: Roy Calcagne  
It's: Craftmaster Furniture, Inc.

11 Date: September 30, 2013

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1 **13. AUTHORIZATION**

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

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6 AGREED TO:

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9 Plaintiff Peter Englander

10 Date: September \_\_, 2013

AGREED TO:

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By: *Hutch Chao*  
Name: *Hutch Chao*  
It's: *Homelegance, INC.*

Date: September 30, 2013

1 **13. AUTHORIZATION**

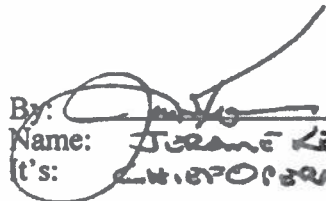
2 The undersigned are authorized to execute this Consent Judgment on behalf of their  
3 respective Parties and have read, understood, and agree to all of the terms and conditions of this  
4 Consent Judgment.

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6 **AGREED TO:**

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8 \_\_\_\_\_  
9 Plaintiff Peter Englander

10 Date: September \_\_, 2013  
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**AGREED TO:**

By:   
Name: Jerane Letrans  
It's: ENFORCEMENT OFFICER

Date: ~~September~~ \_\_, 2013  
OCTOBER 4, 2013

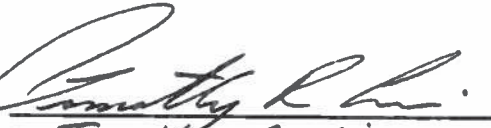
1 **13. AUTHORIZATION**

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

5  
6 AGREED TO:

AGREED TO:

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8 \_\_\_\_\_  
9 Plaintiff Peter Englander

By:   
Name: *Timothy R. Liss*  
It's: *Emerald Home Furnishings*  
*Director of Operations*  
Date: ~~September~~, 2013 *see*  
*October 7, 2013*

10 Date: September \_\_, 2013

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**EXHIBIT A**

I. Name of Settling Defendant: CRAFTMASTER FURNITURE, INC.

II. Names of Releasees (optional/partial):

III. Types of Covered Products Applicable to Settling Defendant:

Padded upholstered furniture including ottomans containing TDCPP

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

V. Settling Defendant's Required Settlement Payments

A. Penalties of \$78,000, as follows:

\$12,000 initial payment due on or before the Effective Date;

\$42,000 second payment due on or before January 15, 2014, of which \$23,000 may be waived pursuant to Section 4.1.4(i) and \$19,000 may be waived pursuant to Section 4.1.4(iii); and

\$24,000 third payment due on or before November 30, 2014, of which \$14,000 may be waived pursuant to Section 4.1.4(ii) and \$10,000 may be waived pursuant to Section 4.1.4(iv).

B. Payment to The Chanler Group for reimbursement of attorneys' fees and costs attributable to Craftmaster Furniture, Inc.: \$50,000.

VI. Person(s) to receive Notices pursuant to Section 8

Kevin C. Mayer

Name

Attorney

Title

Company/Firm Name

Address Crowell & Moring LLP

515 South Flower Street, 40<sup>th</sup> Floor

Los Angeles, CA 90071

**EXHIBIT A**

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I. Name of Settling Defendant: HOMELEGANCE, INC.

II. Names of Releasees (optional/partial):

III. Types of Covered Products Applicable to Settling Defendant:

- a) Padded upholstered furniture including ottomans containing TDCPP and TCEP;
- b) Chairs with vinyl/PVC upholstery containing DEHP.

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

V. Settling Defendant's Required Settlement Payments

A. Penalties of \$86,000, as follows:

- \$20,000 initial payment due on or before the Effective Date;
- \$42,000 second payment due on or before January 15, 2014, of which \$23,000 may be waived pursuant to Section 4.1.4(i) and \$19,000 may be waived pursuant to Section 4.1.4(iii); and
- \$24,000 third payment due on or before November 30, 2014, of which \$14,000 may be waived pursuant to Section 4.1.4(ii) and \$10,000 may be waived pursuant to Section 4.1.4(iv).

B. Payment to The Chanler Group for reimbursement of attorneys' fees and costs attributable to Homelegance, Inc.: \$44,000.

VI. Person(s) to receive Notices pursuant to Section 8

Kevin C. Mayer  
Name

Attorney  
Title

\_\_\_\_\_  
Company/Firm Name

Address Crowell & Moring LLP

515 South Flower Street, 40<sup>th</sup> Floor

Los Angeles, CA 90071



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EXHIBIT A

- I. Name of Settling Defendant: EMERALD HOME FURNISHINGS, LLC
- II. Names of Releasees (optional/partial):  
WAYFAIR LLC as to the Products manufactured, imported, distributed and/or sold by  
EMERALD HOME FURNISHINGS, LLC
- III. Types of Covered Products Applicable to Settling Defendant:
  - a) Upholstered chairs with foam padding containing TDCPP;
  - b) Chairs with vinyl/PVC upholstery containing DEHP.
- IV. Types of Additional Products the Settling Defendant Elects to Address (if any):
- V. Settling Defendant's Required Settlement Payments
  - A. Penalties of \$91,000, as follows:
    - \$25,000 initial payment due on or before the Effective Date;
    - \$42,000 second payment due on or before January 15, 2014, of which \$23,000 may be waived pursuant to Section 4.1.4(i) and \$19,000 may be waived pursuant to Section 4.1.4(iii); and
    - \$24,000 third payment due on or before November 30, 2014, of which \$14,000 may be waived pursuant to Section 4.1.4(ii) and \$10,000 may be waived pursuant to Section 4.1.4(iv).
  - B. Payment to The Chanler Group for reimbursement of attorneys' fees and costs totaling \$46,000, as follows:
    - Fees and Costs attributable to Emerald Home Furnishings, LLC: \$38,000.
    - Additional Fees and Costs attributable to action filed by Plaintiff before the Effective Date naming an unaffiliated third party that is released by the Settling Defendant's participation in the Consent Judgment: \$8,000

1 VI. Person(s) to receive Notices pursuant to Section 8

2 Kevin C. Mayer  
Name

3  
4 Attorney  
Title

5 Company/Firm Name

6 Address Crowell & Moring LLP

7 515 South Flower Street, 40<sup>th</sup> Floor

8 Los Angeles, CA 90071

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EXHIBIT A

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I. Name of Settling Defendant: FOUR HANDS, LLC

II. Names of Releasees (optional/partial):

III. Types of Covered Products Applicable to Settling Defendant:

Padded upholstered footstools containing TDCPP

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

V. Settling Defendant's Required Settlement Payments

A. Penalties of \$86,000, as follows:

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

\$42,000 second payment due on or before January 15, 2014, of which \$23,000 may be waived pursuant to Section 4.1.4(i) and \$19,000 may be waived pursuant to Section 4.1.4(iii); and

\$24,000 third payment due on or before November 30, 2014, of which \$14,000 may be waived pursuant to Section 4.1.4(ii) and \$10,000 may be waived pursuant to Section 4.1.4(iv).

B. Payment to The Chanler Group for reimbursement of attorneys' fees and costs attributable to Four Hands, LLC.: \$40,000.

VII. Person(s) to receive Notices pursuant to Section 8

Kevin C. Mayer

Name

Attorney

Title

Company/Firm Name

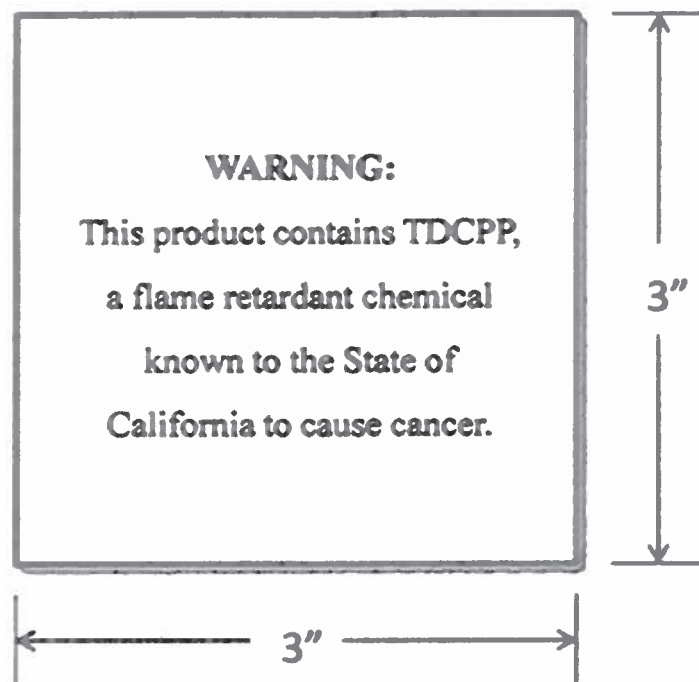
Address Crowell & Moring LLP

515 South Flower Street, 40<sup>th</sup> Floor

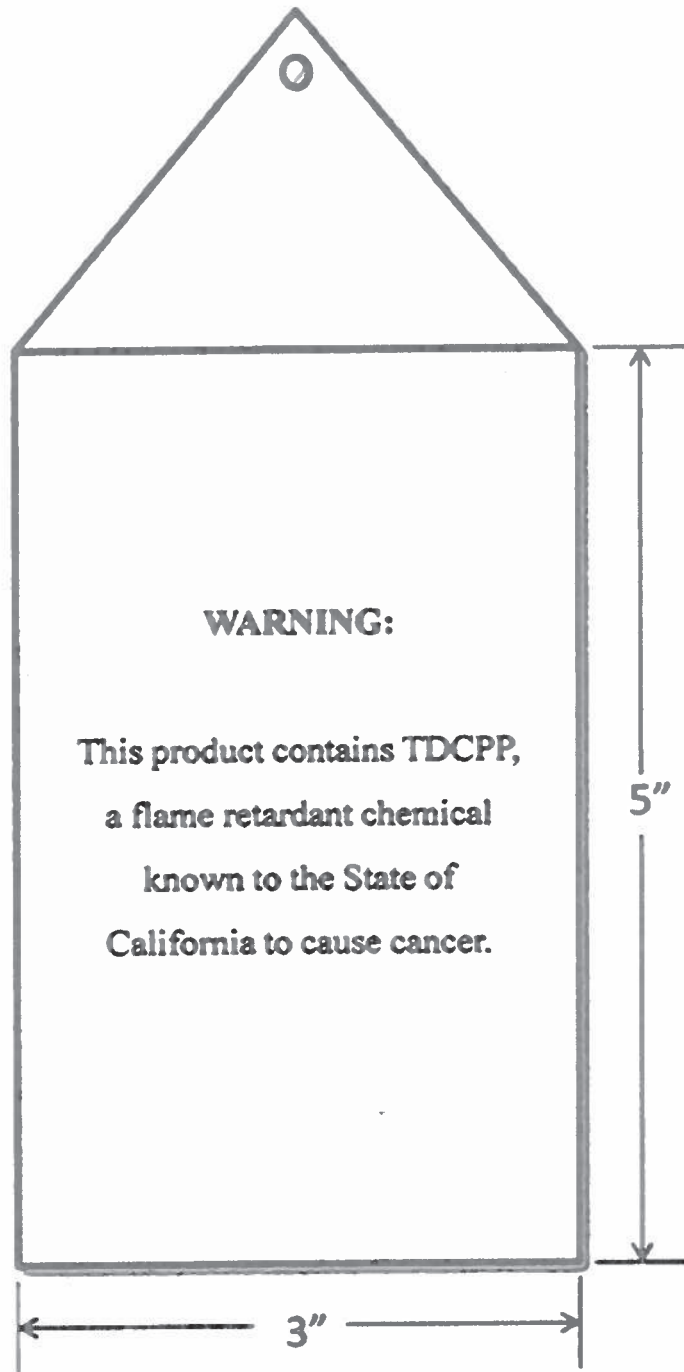
Los Angeles, CA 90071

**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.

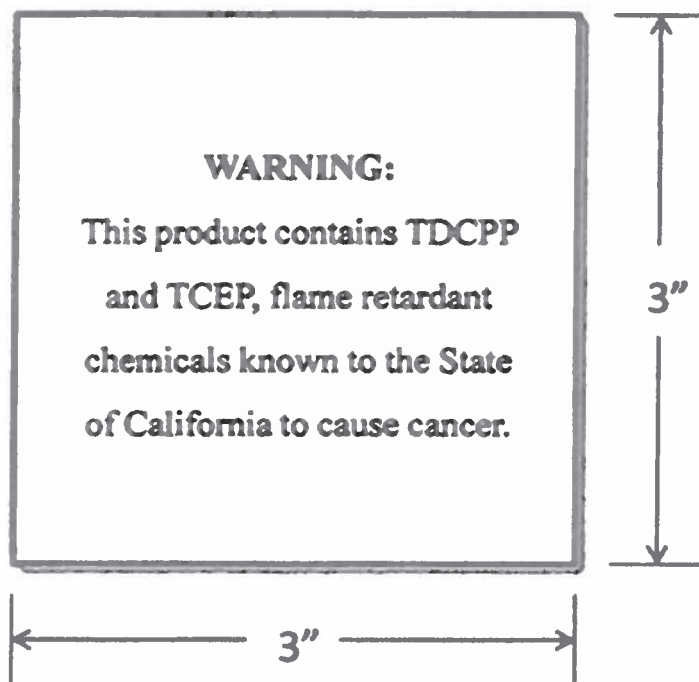


**WARNING:**

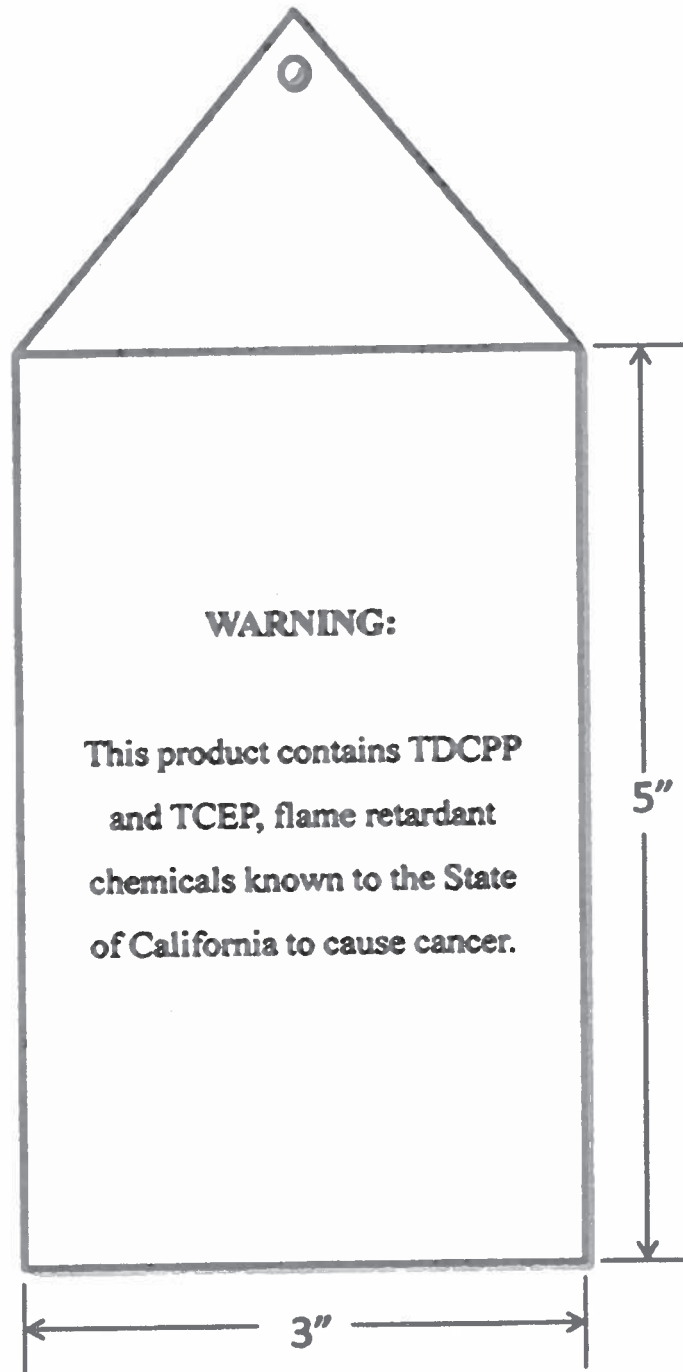
This product contains TDCPP, a flame retardant  
chemical known to the State of California to  
cause cancer.



**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 TDCPP and TCEP, flame 8.5"

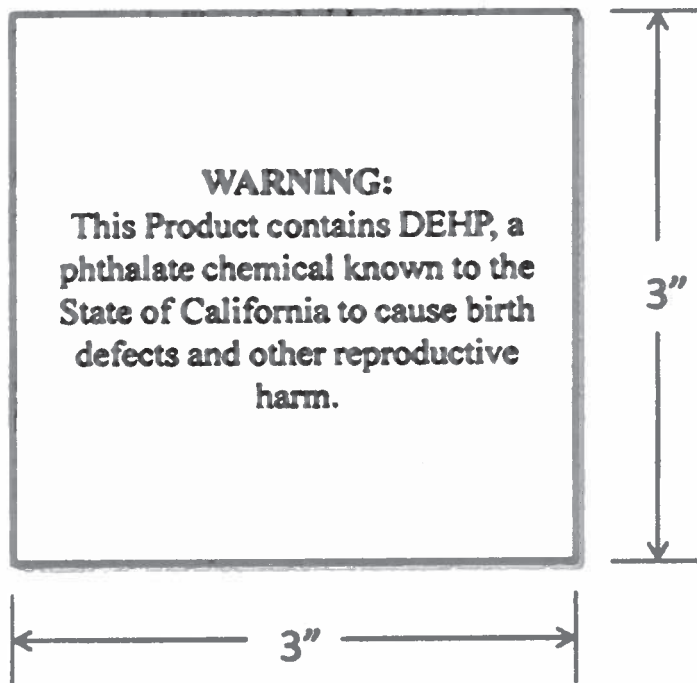
retardant chemicals known to the State of

California to cause cancer.

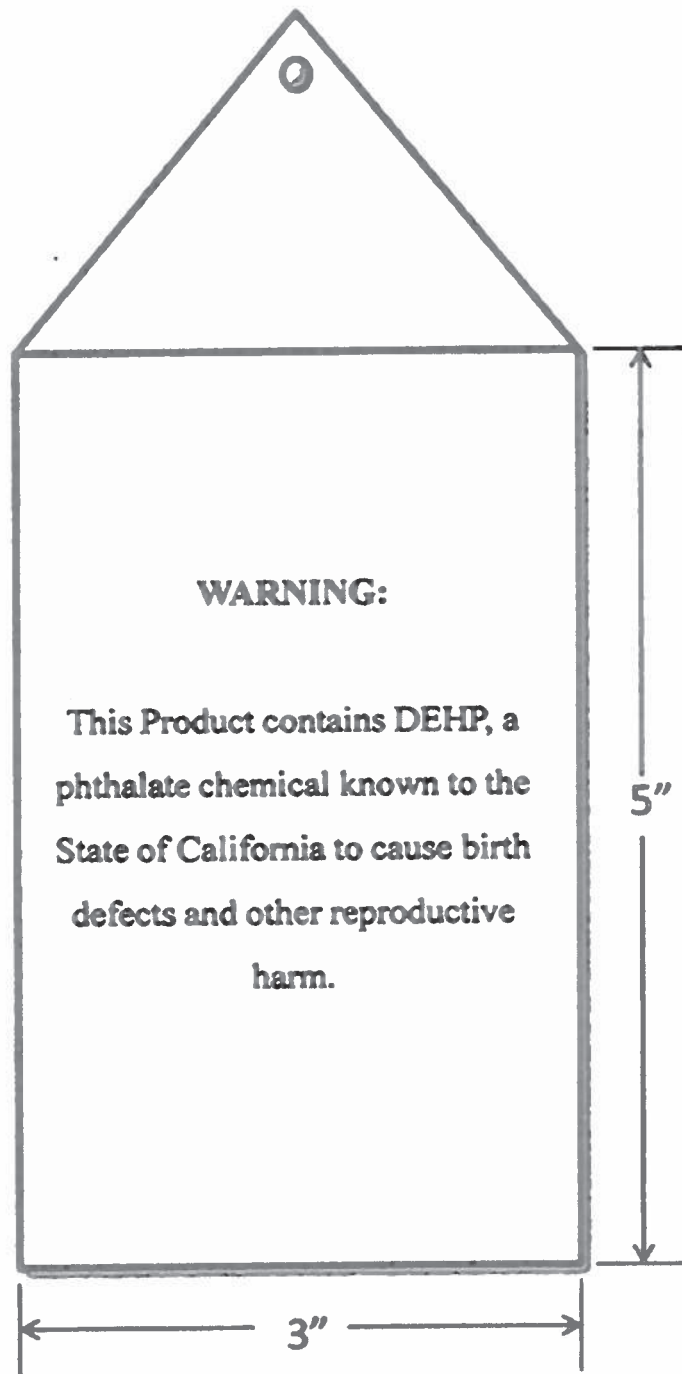
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**INSTRUCTIONS:**

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.**