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10 Attorneys for Defendant  
INTRACOM, U.S.A., INC.

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

LAURENCE VINOCUR, ) Case No. RG15776639  
)  
Plaintiff, ) [PROPOSED]  
) CONSENT JUDGMENT AS TO  
v. ) DEFENDANT INTRACOM, U.S.A., INC.  
)  
INTRACOM, U.S.A., INC.; and DOES 1- )  
150, inclusive, )  
)  
Defendants. )  
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1     **1. INTRODUCTION**

2             **1.1 Laurence Vinocur and Intracom Corporation**

3             This Consent Judgment is entered into by and between plaintiff Laurence Vinocur  
4             (“Vinocur” or “Plaintiff”) and defendant Intracom, U.S.A., Inc. (“Intracom” or “Defendant”), with  
5             Vinocur and Intracom collectively referred to as the “Parties.”

6             **1.2 Laurence Vinocur**

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

10            **1.3 Intracom U.S.A. Inc.**

11            Vinocur alleges that Intracom employs ten or more persons and is a person in the course of  
12            doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986,  
13            California Health & Safety Code § 25249.5, *et seq.* (“Proposition 65”).

14            **1.4 General Allegations**

15            Vinocur alleges that Intracom has manufactured, imported, distributed and/or sold headsets  
16            with vinyl/PVC components containing di(2-ethylhexyl)phthalate (“DEHP”) for use in the State of  
17            California without the requisite Proposition 65 warnings. DEHP is listed pursuant to Proposition  
18            65 as a chemical known to the State of California to cause reproductive harm.

19            **1.5 Notice of Violation**

20            Vinocur served Intracom and various public enforcement agencies with a document  
21            entitled “60-Day Notice of Violation”, dated March 13, 2015, alleging that Intracom violated  
22            Proposition 65 by failing to warn consumers that headsets with vinyl/PVC components including,  
23            but not limited to, the *Manhattan Stereo Headset, # 175517, UPC # 7 66623 17551 7*, exposed  
24            users in California to DEHP (“Notice”). To the best of the parties’ knowledge, no public enforcer  
25            has prosecuted the allegations set forth in the Notice.

26            **1.6 Complaint**

27            On July 5, 2015, Vinocur filed a complaint in the Superior Court in and for the County of  
28            Alameda against Intracom and Does 1 through 150, *Vinocur v. Intracom, U.S.A. Inc., et al.*, Case

1 No. RG15776639 (“Complaint” or “Action”), alleging violations of California Health & Safety  
2 Code § 25249.6, based on the alleged unwarned exposures to DEHP contained in certain headsets  
3 with vinyl/PVC components sold by Intracom in the State of California. Intracom filed an answer  
4 denying the material allegations of the Complaint and asserting affirmative defenses.

5 **1.7 No Admission**

6 The Parties enter into this Consent Judgment as a full and final settlement of all claims that  
7 were raised in either the Notice or Complaint, or that could have been raised in the Notice or  
8 Complaint, arising out of the facts or conduct alleged therein. Intracom denies the material,  
9 factual and legal allegations contained in the Notice and the Complaint, and maintains that it is not  
10 a person subject to Proposition 65 and that all of the products it has manufactured, imported,  
11 distributed and/or sold in the State of California, including the Covered Products, as defined in  
12 Section 2.1 below, have been, and are, in compliance with all laws. Intracom does not admit any  
13 facts or conclusions of law including, but not limited to, any facts or conclusions of law  
14 suggesting or demonstrating any violations of Proposition 65 or any other statutory, common law  
15 or equitable requirements relating to DEHP in Covered Products, such being specifically denied  
16 by Intracom. Nothing in this Consent Judgment shall be construed as an admission by Intracom of  
17 any fact, conclusion of law, issue of law or violation of law, nor shall compliance with this  
18 Consent Judgment constitute or be construed as an admission by Intracom of any fact, conclusion  
19 of law, issue of law, or violation of law. Nothing in this Consent Judgment shall prejudice, waive  
20 or impair any right, remedy, argument or defense Intracom may have in this or any other future  
21 legal proceedings. This Consent Judgment is the product of negotiation and compromise and is  
22 accepted by Intracom for purposes of settling, compromising, and resolving issues disputed in this  
23 action. However, this Section shall not diminish or otherwise affect the obligations,  
24 responsibilities and duties of Intracom under this Consent Judgment.

25 **1.8 Consent to Jurisdiction**

26 For purposes of this Consent Judgment only, Intracom stipulates that this Court has  
27 jurisdiction over Intracom as to the allegations contained in the Complaint, that venue is proper in  
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1 the County of Alameda and that this Court has jurisdiction to enter and enforce the provisions of  
2 this Consent Judgment.

3 **2. DEFINITIONS**

4 **2.1** “Covered Product[s]” means the *Manhattan Stereo Headsets, # 175517, UPC # 7*  
5 *66623 17551 7*, with vinyl/PVC components containing DEHP identified in the Complaint, which  
6 are manufactured, imported, sold and/or distributed for sale in California by Intracom.

7 **2.2** For purposes of this Consent Judgment, the term “Execution Date” shall mean the  
8 date that this Consent Judgment is signed by all Parties.

9 **2.3** For purposes of this Consent Judgment, the term “Effective Date” shall mean the  
10 date that this Consent Judgment is entered by the Court, including any tentative rulings date in  
11 which the ruling is not contested by any party.

12 **3. INJUNCTIVE RELIEF: PRODUCT REFORMULATION**

13 **3.1 Reformulation Commitment and Standards**

14 Within ninety days after the Effective Date (the “Reformulation Deadline”), Covered  
15 Products Intracom manufactures for sale in California shall contain less than or equal to 1,000  
16 parts per million (“ppm”) of DEHP in each Accessible Component, when analyzed pursuant to  
17 EPA testing methodologies 3580A and 8270C, or equivalent methodologies utilized by federal or  
18 state agencies for the purpose of determining DEHP content in a solid substance (“Reformulated  
19 Products”). For purposes of this Consent Judgment, “Accessible Component” shall mean a  
20 component of a product that can be touched by a person during normal, intended and foreseeable  
21 use of the product.

22 On or before the Reformulation Deadline, Intercom shall demonstrate its compliance with  
23 this Section by providing plaintiff with written certification, that (as of such date) all of the  
24 Covered Products it manufactures for sale in California, if any, are Reformulated Products and  
25 that only Reformulated Products will be manufactured for sale in California in the future.

26 **3.2 Sales of Covered Products with Warnings**

27 Nothing in this Consent Judgment shall preclude Intracom from fulfilling customer orders,  
28 shipping, and/or selling in California Covered Products manufactured before the Reformulation

1 Deadline, following the warning procedure set forth in this Section. Any Covered Products  
2 manufactured before the Reformulation Deadline that do not qualify as Reformulated Products,  
3 and that Intracom sells or offers for sale in California, may be sold after the Effective Date so long  
4 as Intracom applies the following compliant Proposition 65 warnings to such Covered Products,  
5 which reads, “**WARNING:** This product contains a chemical known to the State of California to  
6 cause cancer and birth defects or other reproductive harm.” The warning shall be provided on the  
7 packaging of the Products, or on the Products, with such conspicuousness as to be likely to be  
8 seen by a typical consumer under ordinary conditions of use.

9 Proposition 65 warnings for DEHP shall not be applied to any Covered Products  
10 manufactured after the Reformulation Deadline, which products must be Reformulated Products  
11 pursuant to Section 3.1, above.

### 12 **3.3 Reformulated Products Are Deemed to Comply**

13 Reformulated Products shall be deemed to comply with Proposition 65 as it relates to the  
14 presence of DEHP in the Covered Products and shall be exempt from any Proposition 65 warning  
15 requirements regarding exposure to DEHP.

## 16 **4. MONETARY PAYMENTS**

### 17 **4.1 Civil Penalty Payment Pursuant to Health & Safety Code § 25249.7(b)**

18 In settlement of all the claims referred to in this Consent Judgment, Intracom has been  
19 assessed \$3,000 in civil penalties in accordance with this Section. Vinocur will allocate penalty  
20 payment in accordance with California Health & Safety Code § 25249.12(c)(1) & (d), with 75%  
21 of the funds remitted to the California Office of Environmental Health Hazard Assessment  
22 (“OEHHA”) and the remaining 25% of the penalty remitted to Vinocur.

23 Within five (5) business days of the Execution Date, Intracom shall issue a check payable  
24 to “Sheppard, Mullin, Richter and Hampton Client Trust Account” in the amount of \$3,000.  
25 Sheppard Mullin shall provide The Chanler Group with written confirmation within five (5) days  
26 of receipt of the funds described below in this paragraph that the funds have been deposited in the  
27 Sheppard Mullin trust account. Within five (5) days of the Effective Date, Sheppard Mullin shall  
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1 issue a check for the civil penalty payment to “The Chanler Group in Trust for Laurence Vinocur”  
2 in the amount of \$3,000.

3 **4.2 Reimbursement of Plaintiff’s Fees and Costs**

4 The Parties reached an accord on the compensation due to Vinocur and his counsel under  
5 general contract principles and the private attorney general doctrine codified at California Code of  
6 Civil Procedure § 1021.5, for all work performed through the Effective Date, including the fees  
7 and costs incurred as a result of investigating, bringing this matter to Intracom’s attention,  
8 negotiating a settlement in the public interest, and obtaining court approval of the same. Under  
9 these legal principles, Intracom shall pay the amount of \$35,000 in seven (7) equal monthly  
10 installments to reimburse Plaintiff’s fees and costs incurred investigating, litigating and enforcing  
11 this matter, including the fees and costs incurred (and yet to be incurred) negotiating, drafting, and  
12 obtaining the Court’s approval of this Consent Judgment in the public interest, the first installment  
13 being due within five (5) business days of the Execution Date, and each subsequent installment  
14 being due every 30 days thereafter until the seventh installment is paid. Intracom shall issue a  
15 check for each installment due prior to the Effective Date payable to “Sheppard Mullin Client  
16 Trust Account” in the amount of \$5,000 to be held in trust by Sheppard Mullin for The Chanler  
17 Group. Sheppard Mullin shall provide The Chanler Group with written confirmation within five  
18 (5) days of receipt that the funds have been deposited in the Sheppard Mullin trust account.  
19 Within five (5) calendar days of the Effective Date, Sheppard Mullin shall issue a check payable  
20 to “The Chanler Group” in an amount equal to the sum of all installments paid prior to the  
21 Effective Date. Intracom shall issue a check for each installment due after the Effective Date  
22 payable to “The Chanler Group” in the amount of \$5,000. Intracom shall be liable for payment of  
23 interest, at a rate of 10% simple interest, for all amounts due and owing under this Section that are  
24 not received within two business days of the due date.

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1           **4.3 Payment Procedures**

2           All payments owed to Vinocur and his counsel pursuant to this agreement, shall be  
3 delivered to the following payment address:

4                               The Chanler Group  
5                               Attn: Proposition 65 Controller  
6                               2560 Ninth Street  
7                               Parker Plaza, Suite 214  
8                               Berkeley, CA 94710

9           If for any reason this Consent Judgment is not entered by the Court within nine (9) months  
10 of its complete execution by the parties, Plaintiff shall meet and confer with Intracom about  
11 mutually agreeable steps the parties can take so as to seek entry of the Consent Judgment. If such  
12 steps cannot be agreed to between the Parties, Plaintiff shall promptly return to Intracom any and  
13 all monies paid by Intracom herein under Sections 4.1 and 4.2 to Vinocur and The Chanler Group  
upon Intracom’s written request.

14           **5. CLAIMS COVERED AND RELEASED**

15           **5.1 Vinocur’s Release of Intracom**

16           In consideration of the promises and agreements contained herein and for the payments to  
17 be made pursuant to Section 4, above, Vinocur, acting on behalf of himself, his past and current  
18 agents, representatives, attorneys, successors, and/or assignees, and in the interest of the general  
19 public pursuant to Health & Safety Code § 25249.7(d), hereby releases Intracom, its parents,  
20 subsidiaries, affiliated entities that are under common ownership, directors, officers, employees,  
21 attorneys, shareholders (“Defendant Releasees”), and all of its downstream distributors,  
22 wholesalers, customers, retailers, franchisees, cooperative members, licensors, licensees, and any  
23 other person or entity to whom they directly or indirectly distribute or sell Covered Products  
24 (“Downstream Defendant Releasees”), from any and all claims, including, without limitation, all  
25 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages,  
26 costs, fines, penalties, losses, or expenses (including, but not limited to, investigation fees, expert  
27 fees, and attorneys’ fees) of any nature whatsoever, fixed or contingent (collectively “Claims”)  
28 related to any alleged or actual violation of Proposition 65 that has been or could have been



1 asserted by Vinocur in the public interest in his Notice and Complaint regarding the alleged failure  
2 to warn about exposure to DEHP in Covered Products manufactured, distributed, or sold by  
3 Intracom as set forth in the Notice prior to the Effective Date, and hereby waives all rights to  
4 institute or participate in, directly or indirectly, any such Claims, against Intracom, Defendant  
5 Releasees, and Downstream Defendant Releasees.

6 **5.2 Vinocur's Waiver of Section 1542**

7 Vinocur also, in his individual capacity only and *not* in his representative capacity,  
8 provides a general release herein to Intracom, Defendant Releasees, and Downstream Defendant  
9 Releasees which shall be effective as a full and final accord and satisfaction, as a bar to all actions,  
10 causes of action in law or in equity, suits, obligations, costs, expenses, attorneys' fees, damages,  
11 fines, penalties, losses, claims, liabilities and demands of Vinocur of any nature, character or kind,  
12 known or unknown, suspected or unsuspected, arising out of alleged exposure to, or failure to  
13 warn of, DEHP under Proposition 65 with respect to the Covered Products manufactured,  
14 distributed or sold by the Effective Date, above, so long as the Consent Judgment is entered by the  
15 Court. Vinocur acknowledges that he is familiar with Section 1542 of the California Civil Code,  
16 which provides as follows:

17 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE  
18 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER  
19 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN  
20 BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER  
21 SETTLEMENT WITH THE DEBTOR.

22 Vinocur, in his individual capacity only and *not* in his representative capacity, expressly  
23 waives and relinquishes any and all rights and benefits which he may have under, or which may be  
24 conferred on his by the provisions of Section 1542 of the California Civil Code as well as under  
25 any other state or federal statute or common law principle of similar effect, to the fullest extent  
26 that he may lawfully waive such rights or benefits pertaining to the released matters. In  
27 furtherance of such intention, the release hereby given shall be and remain in effect as a full and  
28 complete release notwithstanding the discovery or existence of any such additional or different  
claims or facts arising out of the released matters.

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1                   **5.3 Intracom’s Release and Waiver of Section 1542**

2                   Intracom waives any and all Claims against Vinocur, his attorneys, and his representatives  
3 for any and all actions taken or statements made by Vinocur and his attorneys and his  
4 representatives prior to the Effective Date, whether in the course of investigating claims or  
5 otherwise seeking enforcement of Proposition 65 against them in this matter, and/or with respect  
6 to the Covered Products. Intracom acknowledges that it is familiar with Section 1542 of the  
7 California Civil Code, which provides as follows:

8                   A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE  
9 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER  
10 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN  
BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER  
SETTLEMENT WITH THE DEBTOR.

11                  Provided that the Consent Judgment is entered by the Court, Intracom expressly waives and  
12 relinquishes any and all rights and benefits which it may have under, or which may be conferred  
13 on it by, the provisions of Section 1542 of the California Civil Code, as well as under any other  
14 state or federal statute or common law principle of similar effect, to the fullest extent that it may  
15 lawfully waive such rights or benefits pertaining to the released matters.

16                   **5.4 Upstream Entities**

17                  The Parties further understand and agree that the releases set forth in Section 5 shall not  
18 extend upstream to any entities who sold the Covered Products or any component parts thereof to  
19 Intracom.

20                   **6. COURT APPROVAL**

21                   **6.1 Waiver of Trial**

22                  By this Consent Judgment and upon its approval, the Parties waive their right to a trial on  
23 the merits, and waive their rights to initiate appellate review of this Consent Judgment, and of any  
24 and all interim rulings, including all pleading, procedural, and discovery orders. Nothing in this  
25 Section shall preclude either Party from appealing an order denying the entry of this settlement, in  
26 whole or part, as a judgment.

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1           **6.2 Court Approval Required**

2           The Parties acknowledge that, pursuant to California Health & Safety Code § 25249.7, a  
3 noticed motion is required to obtain judicial approval of this Consent Judgment. The Parties agree  
4 to mutually employ their and their respective counsel’s best efforts to support the entry of this  
5 agreement as a Consent Judgment and obtain approval of the Consent Judgment by the Court in a  
6 timely manner. If this Consent Judgment is not approved by the Court within nine months of  
7 complete execution by the parties, then: (a) this Consent Judgment and any and all prior  
8 agreements between the Parties shall terminate and become null and void, and the action shall  
9 revert to the status that existed prior to the execution date of this Consent Judgment; (b) no term of  
10 this Consent Judgment or any draft thereof, or of the negotiation, documentation, or other part or  
11 aspect of the Parties’ settlement discussions, shall have any effect, nor shall any such matter be  
12 admissible in evidence for any purpose in this action, or in any other proceeding; and (c) the  
13 Parties agree to meet and confer to determine whether to modify the terms of the Consent  
14 Judgment and to resubmit it for approval.

15       **7. MISCELLANEOUS**

16           **7.1 Governing Law**

17           The terms of this Consent Judgment shall be governed by the laws of the State of  
18 California, and shall apply only to Covered Products offered for sale in the State of California. In  
19 the event that Proposition 65 is repealed or is otherwise rendered inapplicable by reason of law  
20 generally, or as to the Covered Products, then Intracom may provide written notice to Vinocur of  
21 any asserted change in the law, and shall have no further injunctive obligations pursuant to this  
22 Consent Judgment with respect to, and to the extent that, the Covered Products are so affected. If  
23 Proposition 65 or associated regulations are amended to require or allow different text, font,  
24 and/or methods of warning than specified above, Intracom, after providing written notice to  
25 Vinocur, may substitute such text, font, and/or methods of warning for product warnings required  
26 under this Consent Judgment.

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1 **9. MODIFICATION**

2 **9.1 Modification**

3 This Consent Judgment may be modified by written agreement of the Parties and upon  
4 entry of a modified Consent Judgment by the court, or by motion of any Party and entry of a  
5 modified Consent Judgment by the court.

6 **9.2 Subsequent Legislation**

7 If, subsequent to the Effective Date, legislation or regulation is adopted that addresses the  
8 DEHP content of Covered Products sold in California hereunder, any Party shall be entitled to  
9 request that the Court modify the reformulation standard in Section 3.1 of this Consent Judgment  
10 for good cause shown. If the requested modification is opposed, the prevailing party shall be  
11 entitled to its reasonable fees and costs.

12 **9.3 Notice; Meet and Confer**

13 Any Party seeking to modify this Consent Judgment or to allege a violation thereof shall  
14 first attempt in good faith to meet and confer with the other Party for a period of 30 days prior to  
15 filing a motion to modify the Consent Judgment.

16 **10. ENTIRE AGREEMENT**

17 This Consent Judgment contains the sole and entire agreement and understanding of the  
18 Parties with respect to the entire subject matter hereof, and any and all prior discussions,  
19 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein.  
20 No supplementation, modification, waiver, or termination of this Consent Judgment shall be  
21 binding unless executed in writing by the Party to be bound thereby. No waiver of any of the  
22 provisions of this Consent Judgment shall be deemed or shall constitute a waiver of any of the  
23 other provisions hereof whether or not similar, nor shall such waiver constitute a continuing  
24 waiver unless set forth in writing between the Parties.

25 **11. RETENTION OF JURISDICTION**

26 This Court shall retain jurisdiction of this matter to implement or modify the Consent  
27 Judgment and shall retain jurisdiction to enforce this Consent Judgment, or any provision thereof,  
28 under C.C.P. § 664.6.

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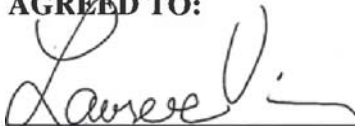
**12. COUNTERPARTS; FACSIMILE SIGNATURES**

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

**13. AUTHORIZATION**

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

**AGREED TO:**

  
\_\_\_\_\_  
LAURENCE VINOUCUR

Dated: 3/2/2016

**AGREED TO:**

  
\_\_\_\_\_  
INTRACOM, U.S.A., INC.

By: Michael J. Gellert  
(Print Name)

Its: CFO  
(Title)

Dated: 2/29/16