

1 Josh Voorhees, State Bar No. 241436  
THE CHANLER GROUP  
2 2560 Ninth Street  
Parker Plaza, Suite 214  
3 Berkeley, CA 94710-2565  
Telephone: (510) 848-8880  
4 Facsimile: (510) 848-8118

5 Attorneys for Plaintiff  
PAUL WOZNIAK  
6  
7  
8

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF ALAMEDA

11 UNLIMITED CIVIL JURISDICTION  
12  
13  
14

15 PAUL WOZNIAK,

16 Plaintiff,

17 v.

18 THE REGENT GROUP, INC., *et al.*

19 Defendants.  
20  
21  
22  
23  
24  
25  
26  
27  
28

Case No. RG14744068

**[PROPOSED] CONSENT JUDGMENT**

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

1 **1. INTRODUCTION**

2 **1.1 Parties**

3 This Consent Judgment is entered into by and between plaintiff Paul Wozniak (“Wozniak”),  
4 and defendants The Regent Group, Inc. and Regent Products Corp. (collectively, “Regent”), with  
5 Wozniak and Regent each individually referred to as a “Party” and collectively as the “Parties.”

6 **1.2 Plaintiff**

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

10 **1.3 Regent**

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

14 **1.4 General Allegations**

15 Wozniak alleges that Regent manufactures, imports, sells, or distributes for sale in California,  
16 nylon cooking utensils that contain 4,4'-methylenedianiline (“4,4'-MDA”) without first providing the  
17 exposure warning required by Proposition 65. 4,4'-MDA is listed pursuant to Proposition 65 as a  
18 chemical known to the State of California to cause cancer.

19 **1.5 Product Description**

20 The products covered by this Consent Judgment are nylon cooking utensils containing 4,4'-  
21 MDA that are manufactured, imported, sold, or distributed for sale in California by Regent including,  
22 but not limited to, *Good Old Values Solid Spoon, G25423, UPC #7 21003 25423 7*, hereinafter the  
23 “Products”.

24 **1.6 Notice of Violation**

25 On or about July 30, 2014, Wozniak served Regent, Inventory Liquidators Corp., and certain  
26 requisite public enforcement agencies with a “60-Day Notice of Violation” (“Notice”) alleging that  
27 Regent violated Proposition 65 by failing to warn it’s customers and consumers in California that the  
28

1 Products expose users to 4,4'-MDA. To the best of the Parties' knowledge, no public enforcer has  
2 commenced and is diligently prosecuting the allegations set forth in the Notice.

3 **1.7 Complaint**

4 On October 10, 2014, Wozniak filed the instant action ("Complaint") naming Regent as a  
5 defendant for the alleged violations of Health and Safety Code section 25249.6 that are the subject of  
6 the Notice.

7 **1.8 No Admission**

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

16 **1.9 Jurisdiction**

17 For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
18 jurisdiction over Regent as to the allegations contained in the Complaint, that venue is proper in the  
19 County of Alameda, and that the Court has jurisdiction to enter and enforce the provisions of this  
20 Consent Judgment pursuant to Proposition 65 and Code of Civil Procedure section 664.6.

21 **1.10 Effective Date**

22 For purposes of this Consent Judgment, the term "Effective Date" means the date on which  
23 the Motion for Approval of the Consent Judgment is granted by the Court.

24 **2. INJUNCTIVE RELIEF: REFORMULATION**

25 **2.1 Reformulated Products**

26 Commencing on December 31, 2015, and continuing thereafter, Regent shall only purchase  
27 for sale, or manufacture for sale in California, "Reformulated Products." For purposes of this  
28 Consent Judgment, Reformulated Products shall:



1 execution of this Consent Judgment, then Regent may be liable for an additional penalty amount as  
2 well as additional attorney fees expended by Wozniak in the public interest. In the event Wozniak  
3 believes there is evidence that the Product has been distributed by Regent in sales volumes materially  
4 different than those identified by Regent, Wozniak shall provide Regent with a written demand for  
5 additional penalties and attorney fees under this Section. After service of such demand, Regent shall  
6 have 30 days to meet and confer regarding the demand and submit such payment to Wozniak in  
7 accordance with the method of payment of penalties identified in this Section 3. Should this 30 day  
8 period pass without any such resolution between the Parties and payment of such additional penalties  
9 and fees, Wozniak shall be entitled to file a formal legal claim including, but not limited to, a claim  
10 for damages for breach of this contract, and the prevailing party shall be entitled to all reasonable  
11 attorney fees and costs relating to that action.

### 12 **3.2 Reimbursement of Attorney's Fees and Costs**

13 The parties acknowledge that Wozniak and his counsel offered to resolve this dispute without  
14 reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving the issue to  
15 be resolved after the material terms of this Consent Judgment had been settled. Shortly after the  
16 other settlement terms had been finalized, Regent expressed a desire to resolve Wozniak's fees and  
17 costs. The Parties then attempted to (and did) reach an accord on the compensation due to Wozniak  
18 and his counsel under general contract principles and the private attorney general doctrine codified at  
19 California Code of Civil Procedure section 1021.5 for all work performed through the mutual  
20 execution of this Consent Judgment. Regent shall pay \$32,000 to "The Chanler Group" for the fees  
21 and costs incurred by Wozniak investigating, bringing this matter to Regent's attention, litigating and  
22 negotiating a settlement in the public interest, following the payment procedures set forth in section  
23 3.3 and 3.4.

### 24 **3.3 Payments Held in Trust**

25 All payments due under this Consent Judgment shall be held in trust until such time as the  
26 Court approves the Parties' settlement. All payments due under this agreement shall be delivered  
27 within five (5) days of the date that this Consent Judgment is fully executed by the Parties, and held  
28 in trust by Regent's counsel until the Court grants the motion for approval of this Consent Judgment

1 contemplated by Section 5. Within two business days of the Court’s approval of this Consent  
2 Judgment, Regent’s counsel shall tender the civil penalty payments and attorneys’ fee and costs  
3 reimbursements required by Sections 3.1 and 3.2, to the address set forth in Section 3.4.

4 **3.4 Payment Address**

5 All payments required by this Consent Judgment shall be delivered to the following  
6 address:

7 The Chanler Group  
8 Attn: Proposition 65 Controller  
9 2560 Ninth Street  
Parker Plaza, Suite 214  
Berkeley, CA 94710

10 **4. CLAIMS COVERED AND RELEASED**

11 **4.1 Wozniak’s Public Release of Proposition 65 Claims**

12 Wozniak, acting on his own behalf and in the public interest, releases Regent and it’s  
13 parents, subsidiaries, affiliated entities under common ownership, directors, officers, employees,  
14 and attorneys (“Releasees”) and each entity to whom it directly or indirectly distributes or sells the  
15 Products including, but not limited to, it’s downstream distributors, wholesalers, customers,  
16 retailers, franchisers, cooperative members, licensors and licensees (“Downstream Releasees”) for  
17 any violations arising under Proposition 65 for unwarned exposures to 4,4’-MDA from Products  
18 sold by Regent prior to the Effective Date, as set forth in the Notice. Compliance with the terms of  
19 this Consent Judgment constitutes compliance with Proposition 65 with respect to 4,4’-MDA in the  
20 Products sold by Regent before the Effective Date, as set forth in the Notice.

21 **4.2 Wozniak’s Individual Release of Claims**

22 Wozniak, in his individual capacity only and *not* in his representative capacity, also provides  
23 a release to Regent, Releasees, and Downstream Releasees which shall be effective as a full and final  
24 accord and satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses,  
25 attorneys’ fees, damages, losses, claims, liabilities and demands of Wozniak of any nature, character  
26 or kind, whether known or unknown, suspected or unsuspected, arising out of alleged or actual  
27 exposures to 4,4’-MDA in the Products sold or distributed for sale by Regent before the Effective  
28 Date.

1           **4.3     Regent’s Release of Wozniak**

2           Regent, on it’s own behalf, and on behalf of it’s past and current agents, representatives,  
3 attorneys, successors, and assignees, hereby waives any and all claims against Wozniak and his  
4 attorneys and other representatives(or those that could have been taken or made), for any and all  
5 actions taken or statements made by Wozniak and his attorneys and other representatives, whether  
6 in the course of investigating claims, otherwise seeking to enforce Proposition 65 against it in this  
7 matter, or with respect to the Products.

8           **5.     COURT APPROVAL**

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

12          **6.     SEVERABILITY**

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

16          **7.     GOVERNING LAW**

17          The terms of this Consent Judgment shall be governed by the laws of the state of California  
18 and apply within the state of California. In the event that Proposition 65 is repealed, preempted, or is  
19 otherwise rendered inapplicable by reason of law generally, or as to the Products, then Regent may  
20 provide written notice to Wozniak of any asserted change in the law, and shall have no further  
21 obligations pursuant to this Consent Judgment with respect to, and to the extent that, the Products are  
22 so affected. Nothing in this Consent Judgment shall be interpreted to relieve Regent from any  
23 obligation to comply with any pertinent state or federal toxics control laws.

24          **8.     NOTICE**

25          Unless specified herein, all correspondence and notice required by this Consent Judgment  
26 shall be in writing and sent by: (i) personal delivery; (ii) first-class, registered, or certified mail,  
27 return receipt requested; or (iii) a recognized overnight courier to the following addresses:  
28

1  
2 For Regent:

3 Michael DePaul, President  
4 The Regent Group, Inc.  
5 Regent Products Corp.  
6 8999 Palmer Street  
7 River Grove, IL 60171

Laura P. Worsinger, Esq.  
Dykema Gossett PLLC  
333 South Grand Avenue  
Suite 2100  
Los Angeles, CA 90071

8 For Wozniak:

9 The Chanler Group  
10 Attn: Proposition 65 Coordinator  
11 2560 Ninth Street  
12 Parker Plaza, Suite 214  
13 Berkeley, CA 94710-2565

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

16 **9. COUNTERPARTS; FACSIMILE SIGNATURES**

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

20 **10. POST EXECUTION ACTIVITIES**

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

**11. MODIFICATION**

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



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**12. AUTHORIZATION**

The undersigned are authorized to execute this Consent Judgment and have read, understood, and agree to all of the terms and conditions contained herein.

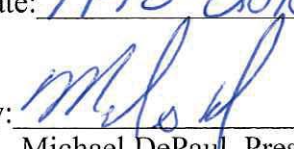
**AGREED TO:**

**AGREED TO:**

Date: 11/13/2015

Date: 11-13-2015

By:   
PAUL WOZNIAK

By:   
Michael DePaul, President  
The Regent Group, Inc.  
Regent Products Corp.