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9 Attorneys for Plaintiff  
10 JOHN MOORE

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19 Attorneys for Defendants  
20 BENSON MILLS, INC., BENSON SALES CO.,  
21 INC. and KOHL'S CORPORATION

22 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
23 COUNTY OF SANTA CLARA  
24 UNLIMITED CIVIL JURISDICTION

25 JOHN MOORE, ) Case No. 112CV237078  
26 )  
27 Plaintiff, )  
28 )  
v. ) **[PROPOSED]**  
 ) **CONSENT JUDGMENT**  
 )  
29 BENSON MILLS, INC.; BENSON SALES )  
30 CO., INC.; KOHL'S CORPORATION; and )  
31 DOES 1-150, inclusive, )  
32 )  
33 Defendants. )  
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1       **1. INTRODUCTION**

2               **1.1 John Moore, Benson Mills, Inc., Benson Sales Co., Inc. and Kohl's Corporation**

3               This Consent Judgment is entered into by and between plaintiff John Moore ("Moore"),  
4 Benson Mills, Inc. and Benson Sales Co., Inc. (collectively, "Benson"), and Kohl's Corporation  
5 ("Kohl's"), with Benson and Kohl's collectively referred to as the "Defendants," and Moore and  
6 Defendants collectively referred to as the "Parties."

7               **1.2 John Moore**

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

11               **1.3 Benson Mills, Inc., Benson Sales Co., Inc. and Kohl's Corporation**

12               Defendants each employ ten or more persons and are each a person in the course of doing  
13 business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California  
14 Health & Safety Code § 25249.6, *et seq.* ("Proposition 65").

15               **1.4 General Allegations**

16               Defendants are alleged to have manufactured, imported, distributed and/or sold table linens  
17 that contain di(2-ethylhexyl)phthalate ("DEHP") without the requisite Proposition 65 warnings.  
18 DEHP is on the Proposition 65 list as known to cause birth defects or other reproductive harm.

19               **1.5 Notices of Violation**

20               On November 17, 2011, Moore served Benson Mills, Inc., Benson Sales Co., Inc. and  
21 Kohl's Corporation, and various public enforcement agencies, with a document entitled "60-Day  
22 Notice of Violation" (the "Notice") that provided the recipients with notice of alleged violations of  
23 California Health & Safety Code § 25249.6 based on Defendants' alleged failure to warn consumers  
24 that certain Covered Products exposed users in California to DEHP.

25               On or about July 5, 2013, Moore served Benson Mills, Inc., Benson Sales Co., Inc., Kohl's  
26 Corporation, Amazon.com, Inc., Sears Holdings Corporation, and various public enforcement  
27 agencies, with a document entitled "Supplemental 60-Day Notice of Violation" (the "Supplemental  
28 Notice") that provided the recipients with notice of alleged violations of California Health & Safety

1 Code § 25249.6 based on Defendants' alleged failure to warn consumers that additional Covered  
2 Products exposed users in California to DEHP.

3 The Notice and Supplemental Notice are referred to herein as the "Notices." To the best of  
4 the parties' knowledge, no public enforcer has prosecuted the allegations set forth in the Notices.

5 **1.6 Complaint**

6 On December 3, 2012, Moore filed a complaint in the Superior Court in and for the County  
7 of Santa Clara against Benson Mills, Inc., Benson Sales Co., Inc., Kohl's Corporation, and Does 1  
8 through 150, *Moore v. Benson, et al.*, Case No. 112CV237078, alleging violations of California  
9 Health & Safety Code § 25249.6, based on the alleged exposures to DEHP contained in certain  
10 table linens sold by Defendants.

11 On March 28, 2013, Moore filed a first amended complaint in the Superior Court in and for  
12 the County of Santa Clara against Benson Mills, Inc., Benson Sales Co., Inc., Kohl's Corporation,  
13 and Does 1 through 150, *Moore v. Benson, et al.*, Case No. 112CV237078 (the "Complaint"),  
14 alleging violations of California Health & Safety Code § 25249.6, based on the alleged exposures to  
15 DEHP contained in certain table linens manufactured by Benson.

16 As of the Effective Date, the Complaint shall be deemed amended to incorporate the  
17 Supplemental Notice, and the definition of the term Products in the Complaint shall be deemed  
18 amended to include all Covered Products as defined in this Consent Judgment that are  
19 manufactured, imported, distributed and/or offered by Defendants for sale in the State of California  
20 as set forth in the Notices, so long as no public enforcer has commenced prosecuting the allegations  
21 set forth in the Supplemental Notice.

22 **1.7 No Admission**

23 Defendants deny the material, factual and legal allegations contained in Moore's Notices  
24 and Complaint and maintain that all products that they have sold, manufactured, imported and/or  
25 distributed for sale in California, including Covered Products as defined in this Consent Judgment,  
26 have been and are in compliance with all laws. Nothing in this Consent Judgment shall be  
27 construed as an admission by Defendants of any fact, finding, issue of law, or violation of law, nor  
28 shall compliance with this Consent Judgment constitute or be construed as an admission by

1 Defendants of any fact, finding, conclusion, issue of law, or violation of law. However, this section  
2 shall not diminish or otherwise affect Defendants' obligations, responsibilities, and duties under this  
3 Consent Judgment.

4 **1.8 Consent to Jurisdiction**

5 For purposes of this Consent Judgment only, the parties stipulate that this Court has  
6 jurisdiction over Defendants as to the allegations contained in the Complaint, that venue is proper in  
7 the County of Santa Clara and that this Court has jurisdiction to enter and enforce the provisions of  
8 this Consent Judgment.

9 **2. DEFINITIONS**

10 **2.1 Covered Products**

11 For purposes of this Consent Judgment, the term "Covered Products" shall mean as follows:

12 2.1.1 As to Kohl's, "Covered Products" shall mean vinyl placemats that bear a  
13 brand or trademark owned or licensed by Kohl's or affiliated entity that are sold or offered  
14 for sale by Kohl's in the State of California. As used in this Consent Judgment "affiliated  
15 entity" means an entity who directly or indirectly, through one or more intermediaries,  
16 controls, is controlled by, or is under common control with Kohl's or Benson.

17 2.1.2 As to Benson, "Covered Products" shall mean placemats and other table  
18 linens, including, but not limited to tablecloths and table pads, such as *APT. 9 Placemat*,  
19 *#34821, #111 90 94 (#7 21862 34821 4)*, *Clear Easy Care Vinyl Tablecloth, Style 126 (#0*  
20 *21862 12684 4)*, and *Heavyweight Deluxe Vinyl Table Pad, #00448 (#7 21862 52121 1)*,  
21 manufactured, imported, distributed and/or sold by Benson that are sold or offered for sale  
22 in the State of California.

23 2.1.3 For purposes of this Consent Judgment, the term "Exemplar Product" shall  
24 mean the *APT. 9 Placemat, #34821, #111 90 94 (#7 21862 34821 4)*.

25 **2.2 Effective Date**

26 For purposes of this Consent Judgment, the term "Effective Date" shall mean the date that  
27 this Consent Judgment is approved by the Court.

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**2.3 Reformulated Products**

Reformulated Products are defined as Covered Products containing DEHP in concentrations not to exceed 0.1 percent (1,000 parts per million) in each Accessible Component when analyzed pursuant to U.S. Environmental Protection Agency testing methodologies 3580A and 8270C or any other methodology selected by Benson and/or Kohl’s that is utilized by federal or state agencies for the purpose of determining DEHP content in a solid substance suitable for the material being tested. “Accessible component” as used in this Consent Judgment means a component of a Covered Product that can be touched by a person during reasonably foreseeable use.

**3. INJUNCTIVE RELIEF: REFORMULATION**

**3.1 Reformulation Commitment**

Benson and Kohl’s have implemented processes to comply with the reformulation standards recited in this section as to Covered Products they purchase for sale, manufacture for sale and distribute for sale in California. Benson and Kohl’s affirm their commitment in that regard as stated in this section.

**3.1.1 Benson**

As of the Effective Date, all Covered Products manufactured, imported, distributed or acquired for sale in the State of California by Benson shall be Reformulated Products.

**3.1.2 Kohl’s**

(a) Commencing on the Effective Date, Kohl’s shall only sell or offer for sale in California Exemplar Products that are Reformulated Products.

(b) Commencing on July 31, 2014, and continuing thereafter, Kohl’s shall only manufacture or cause to be manufactured for sale in California Covered Products that are Reformulated Products.

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1       **4. PENALTIES PURSUANT TO HEALTH & SAFETY CODE § 25249.7(b)**

2           In settlement of all the claims referred to in this Consent Judgment, Defendants shall pay a  
3 total of \$60,000 in civil penalties in accordance with this Section. Each penalty payment will be  
4 allocated in accordance with California Health & Safety Code § 25249.12(c)(1) & (d), with 75% of  
5 the funds remitted to the California Office of Environmental Health Hazard Assessment  
6 (“OEHHA”) and the remaining 25% of the penalty remitted to John Moore, as follows:

7           **4.1 Initial Civil Penalty**

8           Benson shall pay an initial civil penalty in the amount of \$15,000 within five days of the  
9 Effective Date. Kohl’s shall pay an initial civil penalty in the amount of \$5,000 within five days of  
10 the Effective Date. Benson and Kohl’s shall each issue two separate checks to: (a) “OEHHA” in  
11 the amount of \$11,250 and \$3,750 respectively; and (b) “The Chanler Group in Trust for John  
12 Moore” in the amount of \$3,750 and \$1,250 respectively. All penalty payments shall be delivered  
13 to the addresses listed in Section 4.3 below.

14           **4.2 Final Civil Penalty**

15           Benson and Kohl’s shall each pay a final civil penalty of \$20,000 on or before July 31,  
16 2014. Benson’s final civil penalty shall be waived, however, if, no later than July 15, 2014, an  
17 officer of Benson provides Moore with written certification that, as of the date of such certification  
18 and continuing into the future, Benson has met the reformulation standard specified for Benson in  
19 Section 3.1 above, such that all Covered Products manufactured, imported, distributed or acquired  
20 for sale in State of California by Benson are Reformulated Products. Kohl’s final civil penalty shall  
21 be waived, if, no later than July 15, 2014, an officer of Kohl’s provides Moore with written  
22 certification that, as of the date of such certification and continuing into the future, Kohl’s has met  
23 the reformulation standard specified for Kohl’s in Section 3.1 above, such that all Covered Products  
24 that Kohl’s has manufactured or caused to be manufactured for sale in State of California are  
25 Reformulated Products. The certifications in lieu of final civil penalty payments pursuant to this  
26 Section are material terms, and time is of the essence. Any final civil penalty not waived pursuant  
27 to this subsection shall be apportioned in accordance with California Health & Safety Code

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1 § 25249.12 (c) and (d), with 75% of these funds remitted to OEHHA and the remaining 25% of the  
2 penalty remitted to Moore.

3 **4.3 Payment Procedures**

4 **4.3.1 Issuance of Payments.** Payments shall be delivered as follows:

5 (a) All payments owed to Moore, pursuant to Sections 4.1 through 4.2,  
6 shall be delivered to the following payment address:

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

12 (b) All payments owed to OEHHA (EIN: 68-0284486), pursuant to  
13 Sections 4.1 through 4.2, shall be delivered directly to OEHHA (Memo line “Prop 65  
14 Penalties”) at the following addresses:

15 For United States Postal Service Delivery:

16 Mike Gyrics  
17 Fiscal Operations Branch Chief  
18 Office of Environmental Health Hazard Assessment  
19 P.O. Box 4010  
20 Sacramento, CA 95812-4010

21 For Non-United States Postal Service Delivery:

22 Mike Gyrics  
23 Fiscal Operations Branch Chief  
24 Office of Environmental Health Hazard Assessment  
25 1001 I Street  
26 Sacramento, CA 95814

27 With a copy of the checks payable to OEHHA mailed to The Chanler Group at the address set forth  
28 above in 4.3.1(a), as proof of payment to OEHHA.

4.3.2 **Issuance of 1099 Forms.** After each penalty payment, Benson and Kohl’s  
shall each issue separate 1099 forms for each payment to (a) Moore, whose address and tax  
identification number shall be furnished upon request after the Effective Date, and (b)  
OEHHA, who shall be identified as “California Office of Environmental Health Hazard

1 Assessment” (EIN: 68-0284486) in the 1099 form, to be delivered directly to OEHHA, P.O.  
2 Box 4010, Sacramento, CA 95814.

3 **5. REIMBURSEMENT OF FEES AND COSTS**

4 The parties acknowledge that Moore and his counsel offered to resolve this dispute without  
5 reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving this fee  
6 issue to be resolved after the material terms of the agreement had been settled. Defendants then  
7 expressed a desire to resolve the fee and cost issue shortly after the other settlement terms had been  
8 finalized. The parties then attempted to (and did) reach an accord on the compensation due to  
9 Moore and his counsel under general contract principles and the private attorney general doctrine  
10 codified at California Code of Civil Procedure § 1021.5, for all work performed in this matter,  
11 except fees that may be incurred on appeal. Under these legal principles, Defendants shall pay  
12 \$90,000 for fees and costs incurred as a result of investigating, bringing this matter to Defendants’  
13 attention, and enforcing this matter, including the fees and costs incurred (and yet to be incurred)  
14 negotiating, drafting, and obtaining the Court’s approval of this Consent Judgment in the public  
15 interest. Defendants shall issue a separate 1099 for fees and costs (EIN: 94-3171522), shall make  
16 the check payable to “The Chanler Group” and shall deliver payment within five days of the  
17 Effective Date, to the address listed in Section 4.3.1(a) above.

18 **6. RELEASE OF ALL CLAIMS**

19 **6.1 Moore’s Public Release of Proposition 65 Claims**

20 Moore acting on his own behalf and in the public interest releases Defendants, all companies  
21 and persons named in the Notice and Supplemental Notice, their parents, subsidiaries, affiliated  
22 entities under common ownership, directors, officers, employees, licensors, licensees, attorneys, and  
23 each entity to whom Defendants directly or indirectly distribute or sell Covered Products, including,  
24 but not limited, to downstream distributors, wholesalers, customers, retailers, franchisees,  
25 cooperative members, and licensees, and all of their parents, subsidiaries, affiliated entities under  
26 common ownership, directors, officers, employees, attorneys (“Releasees”) from all claims for  
27 violations of Proposition 65 based on exposure to DEHP from Covered Products, as set forth in the  
28 Notices, manufactured, acquired for distribution, distributed or sold by Defendants prior to the



1 Effective Date. Compliance with the terms of this Consent Judgment constitutes compliance with  
2 Proposition 65 with respect to DEHP in Covered Products, as set forth in the Notices,  
3 manufactured, imported, distributed or sold by Defendants.

4 **6.2 Moore's Individual Release of Claims**

5 Moore also, in his individual capacity only and *not* in his representative capacity, provides a  
6 release herein which shall be effective as a full and final accord and satisfaction, as a bar to all  
7 actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims,  
8 liabilities and demands of plaintiff of any nature, character or kind, whether known or unknown,  
9 suspected or unsuspected, limited to and arising out of alleged or actual exposures to DEHP from  
10 Covered Products manufactured, distributed or sold by Defendants before the Effective Date.

11 **6.3 Defendants' Release of Moore**

12 Defendants on behalf of themselves, their past and current agents, representatives, attorneys,  
13 successors, and/or assignees, hereby waives any and all claims against Moore, his attorneys and  
14 other representatives, for any and all actions taken or statements made (or those that could have  
15 been taken or made) by Moore and his attorneys and other representatives, whether in the course of  
16 investigating claims or otherwise seeking to enforce Proposition 65 against them in this matter with  
17 respect to Covered Products.

18 **6.4 No Other Known Claims or Violations**

19 Plaintiff and Plaintiff's counsel affirm that they are not presently aware of any actual or  
20 alleged violations of Proposition 65 by Benson or for which Benson bears legal responsibility other  
21 than those that are fully resolved by this Consent Judgment, and as to Kohl's that they are not  
22 presently aware of any actual or alleged violations of Proposition 65 relative to Covered Products  
23 by Kohl's or for which Kohl's bears legal responsibility other than those that are fully resolved by  
24 this Consent Judgment. This Paragraph does not, however, provide a release for any unknown,  
25 actual or alleged violations involving other substances and product categories, if any, nor does it  
26 limit the scope of the release provided by Paragraphs 6.1 and 6.2 for Covered Products.

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1       **7. COURT APPROVAL**

2           7.1     By this Consent Judgment and upon its approval by the Court, the Parties waive their  
3 right to trial on the merits, and waive rights to seek appellate review of any and all interim rulings,  
4 including all pleading, procedural, and discovery orders.

5           7.2     The Parties acknowledge that, pursuant to California Health & Safety Code  
6 §25249.7, a noticed motion is required to obtain judicial approval of this Consent Judgment, which  
7 Moore shall file. Defendants shall support the entry of this Consent Judgment. If this Consent  
8 Judgment is not approved by the Court, (a) this Consent Judgment and any and all prior agreements  
9 between the Parties merged herein shall terminate and become null and void, and the action shall  
10 revert to the status that existed prior to the execution date of this Consent Judgment; (b) no term of  
11 this Consent Judgment or any draft thereof, or of the negotiation, documentation, or other part or  
12 aspect of the Parties' settlement discussions, shall have any effect, nor shall any such matter be  
13 admissible in evidence for any purpose in this action, or in any other proceeding; and (c) the Parties  
14 agree to meet and confer to determine whether to modify the terms of the Consent Judgment and to  
15 resubmit it for approval.

16       **8. ENFORCEMENT OF CONSENT JUDGMENT**

17           Any Party may, by motion, application for an order to show cause before the Santa Clara  
18 Superior Court, or any other appropriate action, enforce the terms and conditions contained in this  
19 Consent Judgment. A Party may file such a motion, action or application only after that Party first  
20 provides 30 days' notice to the Party allegedly failing to comply with the terms and conditions of  
21 this Consent Judgment and attempts to resolve such Party's failure to comply in an open and good  
22 faith manner for a period of no less than 30 days.

23       **9. GOVERNING LAW**

24           9.1     The terms of this Consent Judgment shall be governed by the laws of the State of  
25 California and apply within the State of California. In the event that Proposition 65 is repealed,  
26 preempted or is otherwise rendered inapplicable by reason of law generally, or if any of the  
27 provisions of this Consent Judgment are rendered inapplicable or no longer required as a result of  
28 any such repeal or preemption or rendered inapplicable by reason of law generally as to the

1 Products, then Defendants shall provide written notice to Moore of any asserted change in the law,  
2 and shall have no further obligations pursuant to this Consent Judgment with respect to, and to the  
3 extent that, the Covered Products are so affected. Nothing in this Consent Judgment shall be  
4 interpreted to relieve Defendants from any obligation to comply with any pertinent state or federal  
5 toxics control law.

6 9.2 This Consent Judgment contains the sole and entire agreement and understanding of  
7 the Parties with respect to the entire subject matter set forth in this Consent Judgment, and any and  
8 all prior discussions, negotiations, commitments, or understandings related thereto, if any, are  
9 deemed merged. There are no warranties, representations, or other agreements between the Parties  
10 except as expressly set forth in this Consent Judgment. No representations, oral or otherwise,  
11 express or implied, other than those specifically referred to in this Consent Judgment have been  
12 made by any party. No other agreements not specifically contained or referenced in this Consent  
13 Judgment, oral or otherwise, shall be deemed to exist or to bind any of the Parties. No  
14 supplementation, modification, waiver or termination of this Consent Judgment shall be binding  
15 unless executed in writing by the party to be bound. No waiver of any of the provisions of this  
16 Consent Judgment shall be deemed or shall constitute a waiver of any of the other provisions  
17 whether or not similar, nor shall such waiver constitute a continuing waiver.

18 9.3 The Parties, including their counsel, have participated in the preparation of this  
19 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This  
20 Consent Judgment was subject to revision and modification by the Parties and has been accepted  
21 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or  
22 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result of  
23 the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment  
24 agrees that any statute or rule of construction providing that ambiguities are to be resolved against  
25 the drafting Party should not be employed in the interpretation of this Consent Judgment and, in this  
26 regard, the Parties hereby waive California Civil Code § 1654.

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1       **10.   NOTICES**

2           Unless specified herein, all correspondence and notices required to be provided pursuant to  
3 this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-class,  
4 (registered or certified mail) return receipt requested; or (ii) overnight courier on any party by the  
5 other party at the following addresses:

6           To Benson Mills:

7                   Gabriel Levy, Chief Executive Officer  
8                   Benson Mills, Inc.  
9                   140 58<sup>th</sup> Street, Building A, Unit 7J  
                    Brooklyn, NY 11220

              To Moore:

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

10          To Benson Sales:

11                   Gabriel Levy, Chief Executive Officer  
12                   Benson Sales Co., Inc.  
13                   6813 20<sup>th</sup> Avenue  
                    Brooklyn, NY 11220

14          With a copy on behalf of Benson to:

15                   Paul S. Rosenlund, Esq.  
16                   Duane Morris LLP  
                    One Market Plaza  
                    Spear Tower, Suite 2200  
                    San Francisco, CA 94105-1127

17          To Kohl's Corporation:

18                   Meredith Wilkerson  
19                   Legal Counsel, Litigation  
20                   Kohl's Corporation  
                    N 56 17000 Ridgewood Drive  
                    Menomonee Falls, WI 53051

21          With a copy on behalf of Kohl's to:

22                   Jeffrey B. Margulies, Esq.  
23                   Norton Rose Fulbright  
24                   555 South Flower Street, 41st Floor  
                    Los Angeles, CA 90071

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

27       **11.   COUNTERPARTS; FACSIMILE/PDF SIGNATURES**

28           This Consent Judgment may be executed in counterparts and by facsimile or pdf signature,

1 each of which shall be deemed an original, and all of which, when taken together, shall constitute  
2 one and the same document. A facsimile or pdf signature shall be as valid as the original.

3 **12. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)**

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

6 **13. MODIFICATION**


7 This Consent Judgment may be modified only: (1) by written agreement of the parties and  
8 upon entry of a modified Consent Judgment by the Court thereon; or (2) upon a successful motion  
9 of any party and entry of a modified Consent Judgment by the Court.

10 **14. AUTHORIZATION**

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

14 AGREED TO:

15 Date: July 25, 2013

16  
17 By:   
18 Plaintiff, John Moore

AGREED TO:

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Gabriel Levy, Chief Executive Officer  
Defendant, Benson Mills, Inc.

AGREED TO:

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Gabriel Levy, Chief Executive Officer  
Defendant, Benson Sales Co., Inc.

1 each of which shall be deemed an original, and all of which, when taken together, shall constitute  
2 one and the same document. A facsimile or pdf signature shall be as valid as the original.

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9 of any party and entry of a modified Consent Judgment by the Court.

10 **14. AUTHORIZATION**

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

14 AGREED TO:

15 Date: \_\_\_\_\_

16 By: \_\_\_\_\_  
17 Plaintiff, John Moore

AGREED TO:

18 Date: 7/26/13

19 By:   
20 Gabriel Levy, Chief Executive Officer  
21 Defendant, Benson Mills, Inc.

AGREED TO:

22 Date: 7/26/13

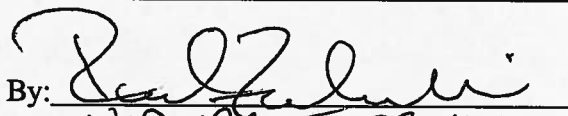
23 By:   
24 Gabriel Levy, Chief Executive Officer  
25 Defendant, Benson Sales Co., Inc.

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AGREED TO:

Date: 7/26/2013

By:   
J.P. PRODUCT SERVICES  
Defendant, Kohl's Corporation