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9 Attorneys for Plaintiffs
10 WHITNEY R. LEEMAN, PAUL WOZNIAK,
11 and LAURENCE VINOUCUR

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF ALAMEDA
14 UNLIMITED CIVIL JURISDICTION

15 WHITNEY R. LEEMAN, *et al.*,
16 Plaintiffs,
17 v.
18 TRACTOR SUPPLY COMPANY; *et al.*,
19 Defendants.

Case No. RG14723588

*Assigned for all Purposes to the Honorable
Ronni MacLaren, Superior Court Judge,
Department 25*

[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 plaintiffs Whitney R. Leeman
4 (“Leeman”), Paul Wozniak (“Wozniak”), and Laurence Vinocur (“Vinocur”) (collectively,
5 “Plaintiffs”) and defendants Tractor Supply Company (“Tractor Supply”), Larin Corp. (“Larin”),
6 Plasticolor Molded Products, Inc. (“Plasticolor”), and Taylor Brands, LLC (“Taylor”)
7 (collectively, “Defendants”). Plaintiffs and Defendants are referred to individually as a “Party”
8 and collectively as the “Parties.”

9 **1.2 Plaintiffs**

10 Plaintiffs are individuals residing in California who seek to promote awareness of
11 exposures to toxic chemicals and improve human health by reducing or eliminating hazardous
12 substances contained in consumer products.

13 **1.3 Defendants**

14 Defendants each employ ten or more persons and are each a “person in the course of doing
15 business” for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, Health
16 and Safety Code section 25249.5 *et seq.* (“Proposition 65”).

17 **1.4 General Allegations**

18 Plaintiffs allege that Defendants manufacture, import, sell, or distribute for sale in
19 California, tools, tape measures, and spring clamps with vinyl/PVC grips or other components
20 that contain di(2-ethylhexyl)phthalate (“DEHP”), and upholstered stools with foam padding
21 containing tris(1,3-dichloro-2-propyl) phosphate (“TDCPP”), and did so without providing the
22 health hazard warning that Plaintiffs allege is required by Proposition 65. DEHP is listed
23 pursuant to Proposition 65 as a chemical known to the State of California to cause birth defects or
24 other reproductive harm. TDCPP is listed pursuant to Proposition 65 as a known carcinogen.

25 **1.5 Product Description**

26 The products that are covered by this Consent Judgment are:

27 (A) tools with vinyl/PVC grips or other Accessible Components containing DEHP that
28 are manufactured, imported, sold or distributed for sale in California by Tractor Supply

1 including, but not limited to, the *3 Piece Pliers Set, #1044705, UPC #7 49394 04147 2*. For
2 purposes of this Consent Judgment, “Accessible Component” means any component of a Product
3 that may be touched or handled during a reasonably foreseeable use;

4 (B) tape measures with vinyl/PVC straps, grips or other Accessible Components
5 containing DEHP that are manufactured, imported, sold or distributed for sale in California by
6 Tractor Supply including, but not limited to, the *Tape Measure Set, #1024425, UPC #7 49394*
7 *02963 0*;

8 (C) spring clamps with vinyl/PVC hand grips or other Accessible Components
9 containing DEHP that are manufactured, imported, sold, or distributed for sale in California by
10 Larin Corp. and sold or offered for sale in California by Tractor Supply including, without
11 limitation, the *Larin 2” Spring Clamp, #3843538, SPRC-2, UPC #0 08435 12673 9*;

12 (D) a specific hand tool with vinyl/PVC grips containing DEHP that is manufactured,
13 imported, sold, or distributed for sale in California by Taylor and sold and/or offered for sale in
14 California by Tractor Supply that is commonly identified and known as the *Schrade Tough Tool,*
15 *SCPROM-13-17CP-TSC, UPC #0 44356 21771 2*; and

16 (E) upholstered stools with foam padding containing TDCPP that are manufactured,
17 imported, sold, or distributed for sale in California by Plasticolor and sold or offered for sale in
18 California by Tractor Supply and others, including, but not limited to, the *International Harvester*
19 *Farmall Garage Stool, Item # 004773, UPC #0 81134 44773 2*.

20 All such tools, tape measures, spring clamps and upholstered stools as described
21 Paragraphs A through E above and in the Notices as that term is defined herein, are referred to
22 collectively hereinafter as the “Covered Products.” With the Exception of Taylor, as to each of
23 the Defendants, however, the term Covered Products refers to the category of Covered Products
24 identified on the Defendant’s respective 60-day notice(s) of violation. Taylor’s rights,
25 obligations, duties, and the associated releases provided hereunder are limited to the sole Covered
26 Product at issue identified in Paragraph D, above.

1 **1.6 Notices of Violation**

2 On November 15, 2013, Leeman served Tractor Supply and the requisite public
3 enforcement agencies with a 60-Day Notice of Violation (“November Leeman Notice”) alleging
4 that Tractor Supply violated Proposition 65 when it failed to warn its customers and consumers in
5 California that certain tape measures with vinyl/PVC hand straps expose users to DEHP.
6 Thereafter, on April 16, 2014, Leeman served Tractor Supply and certain requisite public
7 enforcement agencies with a Supplemental Notice of Violation (“April Leeman Notice”) alleging
8 that Tractor Supply was in violation of Proposition 65 for failing to warn its customers and
9 consumers in California that the vinyl/PVC grips of certain tools expose users to DEHP. The
10 November Leeman Notice and the April Leeman Notice are referred to collectively as the
11 “Leeman Notices.”

12 On February 7, 2014, Wozniak served Tractor Supply, Larin, and the requisite public
13 enforcement agencies with a 60-Day Notice of Violation (“Wozniak Notice”) alleging that
14 Tractor Supply and Larin violated Proposition 65 by failing to warn their customers and
15 consumers in California that the vinyl/PVC grips of Larin’s spring clamps expose users to DEHP.

16 On July 11, 2014, Vinocur served Tractor Supply, Taylor, and certain requisite public
17 enforcement agencies with a 60-Day Notice of Violation (“Vinocur Taylor Notice”) alleging that
18 Tractor Supply and Taylor violated Proposition 65 by failing to warn their customers and
19 consumers in California that the vinyl/PVC grips of certain tools expose users to DEHP. On the
20 same day, Vinocur served Plasticolor, Tractor Supply, and the same requisite enforcement
21 agencies with a 60-Day Notice of Violation (“Vinocur Plasticolor Notice”), alleging that Tractor
22 Supply and Plasticolor violated Proposition 65 when they failed to warn their customers and
23 consumers in California that the upholstered stools with foam padding expose users and other
24 individuals to TDCPP. The Vinocur Taylor Notice and Vinocur Plasticolor Notice are referred to
25 collectively as the “Vinocur Notices.”

26 The Leeman Notices, Wozniak Notice, and Vinocur Notices are referred to collectively
27 hereinafter as the “Notices.” To the best of the Parties’ knowledge, no public enforcer has
28

1 commenced and is diligently prosecuting an action to enforce any of the violations alleged in the
2 Notices.

3 **1.7 Complaint**

4 On May 1, 2014, Leeman and Vinocur filed the instant action, naming Tractor Supply and
5 Larin as defendants for the violations of Health and Safety Code section 25249.6 that are the
6 subject of the November Leeman Notice and the Wozniak Notice. Thereafter, on September 29,
7 2014, Plaintiffs filed a First Amended Complaint (“Complaint”), the operative pleading in this
8 action, incorporating all of the parties, claims, and allegations that are the subject of the Notices.

9 **1.8 No Admission of Liability**

10 Defendants deny the material, factual, and legal allegations contained in the Notices and
11 Complaint, and they maintain that all of the products they have sold, including the Covered
12 Products, have been, and are, in compliance with all laws. Nothing in this Consent Judgment
13 shall be construed as an admission by any Defendant of any fact, finding, conclusion of law, issue
14 of law, or violation of law, nor shall compliance with this Consent Judgment constitute or be
15 construed as an admission by any Defendant of any fact, finding, conclusion of law, issue of law,
16 or violation of law. This Section shall not, however, diminish or otherwise affect any
17 Defendant’s obligations, responsibilities, and duties under this Consent Judgment.

18 **1.9 Jurisdiction**

19 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
20 jurisdiction over Defendants as to the allegations in the Complaint, that venue is proper in the
21 County of Alameda, and that this Court has jurisdiction to enter and enforce the provisions of this
22 Consent Judgment pursuant to Proposition 65 and California Code of Civil Procedure section
23 664.6.

24 **1.10 Effective Date**

25 For purposes of this Consent Judgment, the term “Effective Date” means the date that the
26 Court grants the motion for approval of this Consent Judgment contemplated by Section 6.
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28

1 **2. INJUNCTIVE RELIEF: REFORMULATION AND WARNINGS**

2 **2.1 Reformulated Products**

3 Commencing on the Effective Date, and continuing thereafter, Defendants shall only
4 purchase for sale or manufacture for sale in California “Reformulated Products” or their
5 respective Covered Products that are to be sold in California with a clear and reasonable
6 consumer warning as set forth in Section 2.2. For purposes of this Consent Judgment,
7 Reformulated Products are Covered Products (other than stools sold and/or distributed for sale by
8 Plasticolor or Tractor Supply) with vinyl/PVC grips or other Accessible Components that contain
9 no more than 1,000 parts per million DEHP content when analyzed pursuant to Environmental
10 Protection Agency testing methodologies 3580A and 8270C. Additionally, Reformulated
11 Products shall also be defined to include upholstered stools sold or distributed for sale in
12 California by Plasticolor and/or Tractor Supply with foam padding containing no more than 25
13 parts per million (the equivalent of .0025%) of TDCPP when analyzed pursuant to EPA testing
14 methodologies 3545 and 8270C. In addition to the test methodologies set forth above, the parties
15 may also utilize test methods authorized by state or federal agencies for the purpose of measuring
16 DEHP and/or TDCPP content in a defendant’s respective Covered Products as alleged in the
17 Notices.

18 **2.2 Clear and Reasonable Warnings**

19 Commencing on the Effective Date and continuing thereafter, for all their respective
20 Covered Products that are not Reformulated Products, or that are not already labeled in
21 compliance with Proposition 65, Defendants agree to provide a clear and reasonable consumer
22 warning in accordance with this Section. Each Defendant further agrees that any warning utilized
23 will be prominently placed with such conspicuousness when compared with other words,
24 statements, designs, or devices as to render it likely to be read and understood by an ordinary
25 individual under customary conditions before purchase. For purposes of this Consent Judgment, a
26 clear and reasonable warning for DEHP in Covered Products shall consist of a warning affixed to
27 the packaging, label, tag or exterior of a Covered Product sold in California containing the
28 following language:

1 **WARNING:** This product contains DEHP, a chemical known
2 to the state of California to cause birth defects or
3 other reproductive harm.

3 For Covered Products that use foam padding containing TDCPP, a clear and
4 reasonable warning shall contain the following statement:

5 **WARNING:** This product contains TDCPP a chemical known
6 to the state of California to cause cancer.

7 Alternative warning language that meets the requirements of 27 Cal. Code Regs. § 25603.2(a) as
8 they exist on the Effective Date shall be deemed acceptable under this Consent Judgment, if the
9 Defendant relying on this exception utilized it prior to the Effective Date. If Defendant(s) elects
10 to employ any warning language or method of warning transmission other than that which is
11 provided in Section 2.2, or the safe harbor warning provided by 27 Cal. Code Regs. §
12 25603.2(a)(1), that Defendant agrees that it will obtain Court approval of the alternate
13 warning/transmission method, and provide Plaintiffs and the Office of the Attorney General with
14 appropriate notice and an opportunity to comment or object before the Court acts on its request.

15 **2.3 Vendor Notification/Certification**

16 No later than 30 days after the Effective Date, Tractor Supply shall provide written notice
17 to each of its then-current vendors of Covered Products that are sold or offered for sale in
18 California, instructing each such vendor to use reasonable efforts to provide only Reformulated
19 Products. In addressing the obligation set forth in the preceding sentence, Tractor Supply shall
20 not employ statements to encourage a vendor to delay compliance with the respective
21 reformulation standards set forth in section 2.1.

22 **3. MONETARY SETTLEMENT TERMS**

23 **3.1 Civil Penalty Payments**

24 Pursuant to Health & Safety Code § 25249.7(b), in settlement of all the claims referred to
25 in this Consent Judgment, Defendants shall pay an aggregate sum of \$23,800 in civil penalties
26 pursuant to the provisions of this Section. Each civil penalty payment shall be allocated
27 according to Health and Safety Code section 25249.12(c)(1) and (d) with seventy-five percent
28 (75%) of the penalty paid to the California Office of Environmental Health Hazard Assessment

1 (“OEHHA”), and the remaining twenty-five percent of the penalty allocated to and divided
2 equally between Leeman, Wozniak, and Vinocur. Plaintiffs’ counsel shall be responsible for
3 delivering OEHHA’s portion of any penalty payments made under this Consent Judgment to
4 OEHHA.

5 **3.1.1 Initial Civil Penalty**

6 Within five days of the Effective Date, each of the Defendants shall make its respective
7 initial civil penalty payment by severally providing Plaintiffs’ counsel with a single check made
8 payable to: “The Chanler Group, Client Trust Account.” The amount of each Defendant’s initial
9 civil penalty payment shall be as follows: (i) For Tractor Supply Company, the total initial civil
10 penalty payment shall be \$9,900; (ii) for Plasticolor the total initial civil penalty payment shall be
11 \$6,300; (iii) for Larin, the total initial civil penalty payment shall be \$4,000; and (iv) for Taylor,
12 the initial civil penalty payment shall be \$3,600.

13 **3.1.2 Final Civil Penalty**

14 On May 15, 2015, each Defendant shall make a final civil penalty payment by severally
15 providing Plaintiffs’ counsel with a single check made payable to “The Chanler Group, Client
16 Trust Account.” The amount of each Defendant’s final civil penalty payment shall be as follows:
17 (i) For Tractor Supply Company, the total final civil penalty payment shall be \$29,700; (ii) for
18 Plasticolor the total final civil penalty payment shall be \$18,900; (iii) for Larin, the total final civil
19 penalty payment shall be \$12,000; and (iv) for Taylor, the final civil penalty payment shall be
20 \$10,800. Pursuant to title 11 California Code of Regulations, section 3203(c), Plaintiffs agree
21 that the respective final civil penalty payment(s) shall be severally waived in their entirety as to
22 all, or individually as to any or all payor Defendants provided that, if no later than May 1, 2015,
23 an officer of the respective payor Defendant provides Plaintiffs’ counsel with written certification
24 confirming that all of the Covered Products that payor Defendant is purchasing for sale or
25 distribution in California as of the date of the certification are Reformulated Products as defined
26 by Section 2.1, and that the certifying Defendant will continue to only offer its Covered Products
27 that are Reformulated Products in California in the future. In addition, Defendant Tractor Supply,
28 in order to obtain a waiver of its final civil penalty payment, must also confirm that it has

1 complied with the vendor notification requirements of Section 2.3. Alternatively, in the event a
2 Defendant determines that its supplier is unable to reformulate one-hundred percent of its
3 respective Covered Products prior to March 1, 2015, the Defendant may certify that (i) it is no
4 longer selling or offering the Covered Products for sale in California and that it will only
5 recommence or continue sales at such time as Reformulated or properly Labeled Products are
6 available. The option for each Defendant to certify its agreement to only sell Reformulated or
7 Labeled Products (and to certify it has notified its vendors of Covered Products of the
8 reformulation standards established by this Consent Judgment with respect to Tractor Supply) in
9 lieu of making its final civil penalty payment otherwise required by this Section is a material
10 term, and time is of the essence.

11 **3.2 Reimbursement of Plaintiffs' Attorneys' Fees and Costs**

12 The parties acknowledge that Plaintiffs and their counsel offered to resolve this dispute
13 without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving
14 the issue to be resolved after the material terms of this Consent Judgment had been settled.
15 Shortly after the other settlement terms had been finalized, Defendants expressed a desire to
16 resolve Plaintiffs' fees and costs. The Parties then attempted to (and did) reach an accord on the
17 compensation due to Plaintiffs and their counsel under general contract principles and the private
18 attorney general doctrine codified at California Code of Civil Procedure section 1021.5 for all
19 work performed through the mutual execution of this Consent Judgment. Within five days of the
20 Effective Date, Tractor Supply severally shall pay \$26,640, Larin shall severally pay \$13,320,
21 Taylor shall severally pay \$13,320, and Plasticolor shall severally pay \$13,320, for the fees and
22 costs incurred by Plaintiffs investigating, bringing the matters that are the subject of the Notices
23 and Complaint to Defendants' attention, and negotiating a settlement in the public interest.

24 **3.3 Payment Address**

25 All payments under this Consent Judgment shall be delivered to:

26 The Chanler Group
27 Attn: Proposition 65 Controller
28 2560 Ninth Street
Parker Plaza, Suite 214
Berkeley, CA 94710

1 **4. CLAIMS COVERED AND RELEASED**

2 **4.1 Plaintiffs' Public Release of Proposition 65 Claims**

3 Plaintiffs, each acting on his/her own behalf and in the public interest, release
4 Defendants and their parents, subsidiaries, affiliated entities under common ownership,
5 directors, officers, employees, and attorneys ("Releasees") and each entity to whom they
6 directly or indirectly distribute or sell the Covered Products, including but not limited to their
7 downstream distributors, wholesalers, customers, retailers, franchisers, cooperative members,
8 licensors and licensees ("Downstream Releasees") for any violations arising under Proposition
9 65 for unwarned exposures to DEHP or TDCPP from the Covered Products sold by Defendants
10 prior to the Effective Date, as set forth in the Defendants' respective Notices. Compliance with
11 the terms of this Consent Judgment constitutes compliance with Proposition 65 with respect to
12 exposures to DEHP or TDCPP from the Covered Products sold by Defendants before the
13 Effective Date, as set forth in the Defendants' respective Notices.

14 **4.2 Plaintiffs' Individual Release**

15 Plaintiffs, each in his/her individual capacity only and *not* in any representative capacity,
16 also release Defendants, Releasees, and Downstream Releasees which release shall be effective
17 as a full and final accord and satisfaction, as a bar to all actions, causes of action, obligations,
18 costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of Plaintiffs of
19 any nature, character or kind, whether known or unknown, suspected or unsuspected, arising out
20 of alleged or actual exposures to DEHP and/or TDCPP in the Covered Products sold or
21 distributed for sale by Defendants before the Effective Date, as alleged in Defendants' respective
22 Notices.

23 **4.3 Defendants' Release of Plaintiffs**

24 Each of the Defendants, on its own behalf, and on behalf of its past and current agents,
25 representatives, attorneys, successors, and assignees, hereby waives any and all claims against
26 Plaintiffs and their attorneys and other representatives, for any and all actions taken or
27 statements made by Plaintiffs and their attorneys and other representatives, whether in the
28

1 course of investigating claims, otherwise seeking to enforce Proposition 65 against it in this
2 matter, or with respect to the Covered Products.

3 **4.4 Mutual California Civil Code Section 1542 Waiver**

4 The Parties each acknowledge that he/she/it is familiar with Section 1542 of Civil Code,
5 which provides as follows:

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

12 The Parties, each on his/her/its own behalf, and on behalf of his/her/its past and current agents,
13 representatives, attorneys, successors, and/or assignees, expressly waives and relinquishes any
14 and all rights and benefits which he/she/it/they may have under, or which may be conferred on
15 him/her/them by the provisions of Civil Code § 1542 as well as under any other state or federal
16 statute or common law principle of similar effect, to the fullest extent that he/she/it/they may
17 lawfully waive such rights or benefits pertaining to the released matters, as more clearly defined
18 by Sections 4.1 and 4.2, above.

19 **5. ENFORCEMENT OF CONSENT JUDGMENT**

20 Any Party may, by motion or application for an order to show cause before the Superior
21 Court of Alameda County, enforce the terms and conditions contained in this Consent Judgment.
22 Prior to bringing any motion or application to enforce the requirements of Sections 2.1, 2.2, or 2.3
23 above, the Plaintiffs or a plaintiff shall provide any Defendant alleged to be in violation or breach
24 of this Consent Judgment with notice of its alleged violation(s), and provide therewith a copy of
25 any test result(s), product identifying, or purchase-related information purported to support
26 Plaintiffs' or the plaintiff's allegation(s). The Parties shall then meet and confer for a period of
27 not less than 30 days, regarding the basis for Plaintiff's anticipated motion or application in an
28 attempt to resolve it informally, including providing Defendants or a Defendant a reasonable
opportunity of at least thirty (30) days to cure or otherwise address the alleged violation(s) to
Plaintiffs or a plaintiff's satisfaction. Tractor Supply may correct an alleged violation of this

1 Consent Judgment without penalty by ceasing sales of the Covered Products alleged to be in
2 violation, or providing warnings for the accused Covered Products that are in its inventory at the
3 time of the alleged breach, provided that such warnings meet the requirements of Section 2.2.¹
4 The prevailing Party on any motion to enforce this Consent Judgment shall be entitled to his/her
5 reasonable attorneys' fees and costs incurred as a result of such motion or application. This
6 Consent Judgment may only be enforced by the Parties.

7 **6. COURT APPROVAL**

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

11 **7. SEVERABILITY**

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

15 **8. GOVERNING LAW**

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

24 **9. 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 _____
28 ¹ While Tractor Supply may cure an allegation of breach pursuant to Section 5 by ceasing sales of the accused Covered Products, it may not, on more than two occasions, avail itself of the option to provide health hazard warnings for accused Covered Products in its inventory by providing warnings pursuant to Section 2.2.

1 return receipt requested; or (iii) a recognized overnight courier to the following addresses:

2 For Tractor Supply:

3 Gregory Sandfort, President
4 Tractor Supply Company
5 5401 Virginia Way
6 Brentwood, TN 37067

7 with a copy to:

8 Lee N. Smith, Esq.
9 Perkins Mann & Everett
10 7815 North Palm Ave.
11 Fresno, Ca 93711

For Taylor Brands, LLC:

Morgan Taylor, President
Taylor Brands, LLC
1043 Fordtown Road
Kingsport, TN 37663

with a copy to:

Michael J. Bradford, Esq.
Luedeka Neely Group, P.C.
900 S. Gay St., Suite 1871
Knoxville, TN 37902

For Larin Corp

Allen Zhang, President
Larin Corp.
5651 Shaefer Avenue
Chino, CA 91710

with a copy to:

H. Craig Parker, Esq.
Kurosaki & Parker, P.C.
445 South Figueroa Street, Suite 2325
Los Angeles, California 90071

For Plasticolor:

Matt Bagne, President
Plasticolor Molded Products, Inc.
801 South Acacia Avenue
Fullerton, CA 92831

with a copy to:

Robert E. Adel
Friedman Stroffe & Gerard, P.C.
19800 MacArthur Blvd., Suite 1100
Irvine, CA 92612

For Plaintiffs:

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

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

10. COUNTERPARTS; FACSIMILE SIGNATURES

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

11. POST EXECUTION ACTIVITIES

Plaintiffs agree to comply with the reporting form requirements referenced in Health and Safety Code section 25249.7(f). The Parties further acknowledge that, pursuant to Health and

1 Safety Code section 25249.7(f), a noticed motion is required to obtain judicial approval of the
2 settlement. In furtherance of obtaining such approval, Plaintiffs and Defendants agree to mutually
3 employ their best efforts, and that of their counsel, to support the entry of this agreement as
4 judgment, and to obtain judicial approval of their settlement in a timely manner. For purposes of
5 this Section, "best efforts" shall include, at a minimum, cooperating with the drafting and filing of
6 the necessary moving papers, and supporting the motion for judicial approval, including
7 appearing at the hearing of the motion.

8 **12. MODIFICATION**

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

12 **13. AUTHORIZATION**

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

15 **AGREED TO:**

16
17 Date: 3/12/15

18
19 By: Whitney Leeman
20 WHITNEY R. LEEMAN

21 **AGREED TO:**

22 Date: March 16, 2015

23 By: Laurence Vinocur
24 LAURENCE VINO CUR

AGREED TO:

Date: March 12, 2015

By: Paul Wozniak
PAUL WOZNIAK

AGREED TO:

Date: 2/17/2015

By: Allen Zhang
Allen Zhang, President
LARIN CORP.

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1 Safety Code section 25249.7(f), a noticed motion is required to obtain judicial approval of the
2 settlement. In furtherance of obtaining such approval, Plaintiffs and Defendants agree to mutually
3 employ their best efforts, and that of their counsel, to support the entry of this agreement as
4 judgment, and to obtain judicial approval of their settlement in a timely manner. For purposes of
5 this Section, "best efforts" shall include, at a minimum, cooperating with the drafting and filing of
6 the necessary moving papers, and supporting the motion for judicial approval, including
7 appearing at the hearing of the motion.

8 **12. MODIFICATION**

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

12 **13. AUTHORIZATION**

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

15 **AGREED TO:**

16
17 Date: _____

18
19 By: _____
20 WHITNEY R. LEEMAN

21 **AGREED TO:**

22 Date: _____

23
24 By: _____
LAURENCE VINOCUR


AGREED TO:

Date: _____

By: _____
PAUL WOZNIAK

AGREED TO:

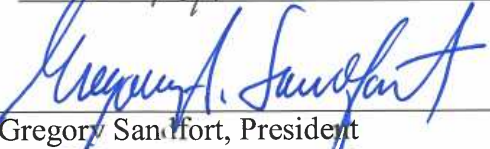
Date: 2/17/2015

By:  _____
Allen Zhang, President
LARIN CORP.

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AGREED TO:

Date: 3/9/15

By: 
Gregory Sanford, President
TRACTOR SUPPLY COMPANY

AGREED TO:

Date: _____

By: _____
Stewart Taylor, President
TAYLOR BRANDS, LLC

AGREED TO:

Date: _____

By: _____
Matt Bagne, President
PLASTICOLOR MOLDED PRODUCTS, INC.

1 **AGREED TO:**

2 Date: _____

3 By: _____

4 Gregory Sandfort, President
5 TRACTOR SUPPLY COMPANY

AGREED TO:

Date: 2-17-2015

By:  _____

Morgan Taylor, President
TAYLOR BRANDS, LLC

6 **AGREED TO:**

7 Date: _____

8
9 By: _____

10 Matt Bagne, President
11 PLASTICOLOR MOLDED PRODUCTS, INC.

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1 **AGREED TO:**

2 Date: _____

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4 By: _____
5 Gregory Sandfort, President
TRACTOR SUPPLY COMPANY

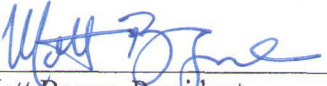
AGREED TO:

Date: _____

By: _____
Stewart Taylor, President
TAYLOR BRANDS, LLC

6 **AGREED TO:**

7 Date: 2/17/15

8
9 By: 
10 Matt Bagne, President
PLASTICOLOR MOLDED PRODUCTS, INC.

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