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Mark N. Todzo, State Bar No. 168389
Howard Hirsch, State Bar No. 213209
1627 Irving Street
San Francisco, CA 94122
Telephone: (415) 759-4111
Facsimile: (415) 759-4112

Attorneys for Plaintiff

FILED

JAN 29 2011

KIM TURNER, Court Executive Officer
MARIN COUNTY SUPERIOR COURT
By: J. Dale, Deputy

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF MARIN**

MICHAEL RUGGIE,
Plaintiff,
vs.
TRANS GLOBE LIGHTING, *et al.*,
Defendants.

CASE NO. CV 061715
**STIPULATION AND [PROPOSED]
ORDER TO AMEND CONSENT
JUDGMENT AS TO DEFENDANTS
HOME DEPOT, INC., HOME DEPOT
U.S.A., INC., AND THE HOME DEPOT
SUPPLY, INC.**

1 Plaintiff Michael Ruggie ("Plaintiff") and Defendants Home Depot, Inc., Home Depot
2 U.S.A., Inc., and The Home Depot Supply, Inc. (collectively "Home Depot") hereby stipulate as
3 follows:

4 Whereas, Plaintiff filed this case against Home Depot and others on April 24, 2006;

5 Whereas, Plaintiff and Home Depot settled this action pursuant to a Consent Judgment
6 approved by the Court on July 13, 2007, a true and correct copy of which is attached hereto as
7 Exhibit 1 (the "Judgment");

8 Whereas, the Consent Judgment provided Settling Defendants with an option to either
9 reformulate the lighting fixtures (the "Products") to eliminate any actionable levels of lead under
10 Proposition 65 or to provide a clear and reasonable warning on the Products regarding such
11 exposures;

12 Whereas, as set forth in Exhibit A of the Judgment, Home Depot initially opted to
13 reformulate the Products in accordance with Section 2.1 of the Judgment;

14 Whereas, as a result of choosing such option, Home Depot was required to pay Plaintiff a
15 total of \$17,500 in penalties and attorneys' fees and costs;

16 Whereas, the Consent Judgment provides that it may be modified by written agreement of
17 Plaintiff and Home Depot;

18 Whereas, Home Depot and Plaintiff have agreed to a modification of the Consent
19 Judgment that will permit Home Depot to change its designation from a Reformulation Defendant
20 pursuant to Section 2.1 of the Judgment to a Warning Defendant pursuant to Section 2.2 of the
21 Judgment;

22 Whereas, as a result of such change, Plaintiff and Home Depot agree that Home Depot
23 will pay an additional \$12,500 to Plaintiff to be divided as follows: (1) \$2,500 as penalties
24 pursuant to Health and Safety Code §25249.7; and (2) \$10,000 to reimburse Plaintiff for his
25 reasonable attorneys' fees and costs; and

26 Whereas, the Plaintiff and Home Depot agree that the payments described above will be
27 made in accordance with Section 4.2 of the Judgment within 10 days of mutual execution of this
28 Stipulation.

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WHEREFORE, the parties agree that:

1. The Judgment shall be amended pursuant to Section 5.1 thereof such that Home Depot shall be removed from Exhibit A and added to Exhibit B.
2. True and correct copies of the amended Exhibit A and Exhibit B are attached hereto as Exhibits 2 and 3 respectively.
3. Home Depot shall pay Plaintiff \$12,500 payable in accordance with Section 4.2 of the Judgment within 10 days of mutual execution of this Stipulation.

SO STIPULATED.

Dated: January 19, 2011

LEXINGTON LAW GROUP



Mark N. Todzo
Attorneys for Plaintiff
MICHAEL RUGGIE

Dated: January ____, 2011

FULBRIGHT & JAWORSKI L.L.P.

Jeffrey Margulies
Attorney for Defendants
HOME DEPOT, INC.,
HOME DEPOT U.S.A., INC., and
THE HOME DEPOT SUPPLY, INC.

1 WHEREFORE, the parties agree that:

- 2 1. The Judgment shall be amended pursuant to Section 5.1 thereof such that Home Depot
3 shall be removed from Exhibit A and added to Exhibit B.
- 4 2. True and correct copies of the amended Exhibit A and Exhibit B are attached hereto as
5 Exhibits 2 and 3 respectively.
- 6 3. Home Depot shall pay Plaintiff \$12,500 payable in accordance with Section 4.2 of the
7 Judgment within 10 days of mutual execution of this Stipulation.

8 **SO STIPULATED.**

9
10 Dated: January ____, 2011

LEXINGTON LAW GROUP

11
12 _____
13 Mark N. Todzo
Attorneys for Plaintiff
MICHAEL RUGGIE

14 Dated: January 24, 2011

FULBRIGHT & JAWORSKI L.L.P.

15
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17 _____
18 Jeffrey Margulies
Attorney for Defendants
19 HOME DEPOT, INC.,
HOME DEPOT U.S.A., INC., and
20 THE HOME DEPOT SUPPLY, INC.

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ORDER ON STIPULATION

In accordance with the Stipulation of Plaintiff Michael Ruggie and Defendants Home Depot, Inc., Home Depot U.S.A., Inc., and The Home Depot Supply, Inc., the Court orders as follows:

1. The Judgment shall be amended pursuant to Section 5.1 thereof such that defendants Home Depot, Inc., Home Depot U.S.A., Inc., and The Home Depot Supply, Inc. (collectively "Home Depot") shall be removed from Exhibit A and added to Exhibit B.
2. The amended Exhibit A and Exhibit B, copies of which are attached hereto as Exhibits 2 and 3 respectively, shall be the operative Exhibits A and B for the Judgment.
3. Home Depot shall pay Plaintiff \$12,500 payable in accordance with Section 4.2 of the Judgment within 10 days of mutual execution of this Stipulation.

IT IS SO ORDERED:

Dated: JAN 29 2011

LYNN DURYEE
JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

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JUL 13 2007

KIM TURNER
Court Executive Officer
MARIN COUNTY SUPERIOR COURT
By: B. Jones, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MARIN

MICHAEL RUGGIE,
Plaintiff,

vs.

TRANS GLOBE LIGHTING, *et al.*,
Defendants.

CASE NO. CV 061715

[PROPOSED] CONSENT JUDGMENT

1. INTRODUCTION

1.1 On April 24, 2006, plaintiff Michael Ruggie ("Plaintiff"), acting in the public interest, filed a complaint in Marin County Superior Court, entitled *Ruggie v. Trans Globe Lighting, et al.*, Marin County Superior Court Case Number CV 061715 (the "Action"), for civil penalties and injunctive relief pursuant to the provisions of California Health & Safety Code § 25249.5, *et seq.* ("Proposition 65").

1.2 Defendants Trans Globe Lighting, Bel Air Lighting, Inc., Arroyo Craftsman Lighting, Inc., Lamps Plus, Inc., Lamps Plus—Centennial, Inc., Home Depot, Inc., Home Depot U.S.A., Inc., The Home Depot Supply, Inc., Hinkley Lighting, Inc., Quoizel, Inc., Westinghouse Lighting Corporation, Royce Industries, Inc., L.D. Kichler Company, Ace Hardware Corporation, Orchard Supply Hardware Corporation, Cordelia Lighting, Inc., Jimway, Inc. d/b/a Designers Fountain, Quorum International, Trade Source International Inc., Sea Gull Lighting Products,

1 LLC, Intermatic, Inc., Maxim Lighting International, Inc., Forte Lighting, Inc., and Interline
2 Brands, Inc. (as Successor to Barnett, Inc.) (collectively, the "Settling Defendants") are each a
3 corporation that employs 10 or more persons and that manufactured, distributed and/or sold
4 Covered Products (as defined below) in the State of California. Plaintiff and the Settling
5 Defendants are referred to collectively herein as the "Parties."

6 1.3 For purposes of this Consent Judgment, the term "Covered Product" shall mean
7 any lighting fixture that contains lead solder or other lead-containing materials in a manner such
8 that the lead would be touched during ordinary installation, cleaning, maintenance, or use. For
9 purposes of this definition, a "fixture" is any piece of lighting equipment that is intended to be
10 attached to the inside or outside of a building or otherwise attached to real property.

11 1.4 For purposes of this Consent Judgment, the term "Warning Statement" shall mean
12 a label which contains the following language or such other language that meets the requirements
13 of Proposition 65 such as the safe-harbor provisions of 22 Cal. Code Regs. §12601(b):

14 "WARNING: This lighting fixture contains chemicals known to
15 the State of California to cause cancer, birth defects and/or other
16 reproductive harm. Wash hands after installing, handling, cleaning
17 or otherwise touching this light fixture."

18 1.5 Beginning on or about December 19, 2005, Plaintiff served each of the Settling
19 Defendants and the appropriate public enforcement agencies with the requisite 60-day notice
20 (collectively, the "60-day Notices") alleging that the Settling Defendants supposedly were in
21 violation of Proposition 65. Plaintiff's 60-day Notices and the operative First Amended
22 Complaint ("Complaint") in this Action allege that the Settling Defendants expose individuals
23 who use or otherwise handle the Covered Products to lead and/or lead compounds (referred to
24 interchangeably herein as "Lead"), chemicals known to the State of California to cause cancer,
25 birth defects and other reproductive harm, without first providing clear and reasonable warning to
26 such persons regarding the presence of chemicals that cause cancer and reproductive toxicity.
27 The 60-day Notices and Complaint allege that the Settling Defendants' conduct violates Health &
28 Safety Code § 25249.6, the warning provision of Proposition 65.

1 **1.6** For purposes of this Consent Judgment only, the parties stipulate that this Court
2 has jurisdiction over the subject matter of the violations alleged in the Complaint and personal
3 jurisdiction over the Settling Defendants as to the acts alleged in the Complaint, that venue is
4 proper in the County of Marin, and that this Court has jurisdiction to enter this Consent Judgment
5 as a full and final resolution of all claims which were or could have been raised in the Complaint
6 against the Settling Defendants based on the facts alleged therein.

7 **1.7** The Parties enter into this Consent Judgment pursuant to a settlement of certain
8 disputed claims between the Parties as alleged in the Complaint. By executing this Consent
9 Judgment, the Parties do not admit any facts or conclusions of law. It is the Parties' intent that
10 nothing in this Consent Judgment shall be construed as an admission by the Parties of any fact,
11 conclusion of law, issue of law or violation of law, nor shall compliance with the Consent
12 Judgment constitute or be construed as an admission by the Parties of any fact, conclusion of law,
13 issue of law, or violation of law. Nothing in this Consent Judgment shall prejudice, waive or
14 impair any right, remedy, argument or defense the Parties may have in this or any other or future
15 legal proceedings.

16 **2. COMPLIANCE**

17 **2.1 Option A—Reformulation**

18 **2.1.1** The Settling Defendants listed on Exhibit A hereto (collectively, the
19 "Reformulation Defendants") shall not sell or distribute for sale in California any Covered
20 Product manufactured (for Covered Products manufactured in the United States of America) or
21 imported (for Covered Products not manufactured in the United States of America) on or after
22 September 1, 2007 (the "Compliance Date") that contains Lead in concentrations that exceed the
23 Reformulation Standard set forth herein. The date of importation shall be the date that the
24 Settling Defendant receives the Covered Product not manufactured in the United States of
25 America. For purposes of this Consent Judgment only, the Reformulation Standard means that
26 any component of the Covered Products (other than internal electrical wiring) that is likely to be
27 touched, contacted or handled by a Covered Product user during ordinary installation, cleaning,
28

1 maintenance, or use of the Covered Products, including but not limited to the solder, glass plates
2 and metal frames of the Covered Products, contains no more than 600 parts per million Lead.

3 **2.1.2 Certification of Level from Suppliers.** By the Compliance Date,
4 Reformulation Defendants that do not manufacture the Covered Products shall obtain written
5 certification from their suppliers of the Covered Products certifying that the Covered Products
6 meet the Reformulation Standard.

7 **2.2 Option B—Warnings**

8 **2.2.1** By and after the Compliance Date, the Settling Defendants listed on
9 Exhibit B hereto (collectively, the “Warning Defendants”) shall use their best efforts to comply
10 with the Reformulation Standard. The Warning Defendants shall not be under any obligation to
11 meet the Reformulation Standard with respect to the Covered Products, so long as they comply
12 with the requirements in Sections 2.2.2 and 2.2.3 below. However, to the extent any Warning
13 Defendant chooses to become a Reformulation Defendant after entry of this Consent Judgment,
14 the Warning Defendant need not comply with Sections 2.2.2 and 2.2.3 below, but must instead
15 comply with Sections 2.1.1 and 2.1.2 above.

16 **2.2.2** The Warning Defendants shall not sell or distribute for sale in California
17 any Covered Product manufactured (for Covered Products manufactured in the United States of
18 America) or imported (for Covered Products not manufactured in the United States of America)
19 on or after the Compliance Date that contains Lead in concentrations that exceed the
20 Reformulation Standard unless:

21 (a) A Warning Statement (1) is displayed on the packaging containing
22 the Covered Product, and (2) is affixed by hang-tag, sticker or other means to the Covered
23 Product in a manner that it is likely to be read and understood;

24 (b) The Warning Defendant has provided written notification to the
25 person or entity to whom the Covered Product is sold or distributed for sale that such person or
26 entity must not remove, deface or obscure the Warning Statement; and
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1 (c) The Warning Statement on the Covered Product states that the
2 person or entity to whom the Covered Product is sold or distributed for sale shall not remove,
3 deface or obscure the Warning Statement.

4 2.2.3 Beginning on the Compliance Date, the Warning Defendants shall provide
5 written notification at least once per calendar year to any person or entity to whom Covered
6 Products are sold or distributed for sale in California that such person or entity must not remove,
7 deface or obscure any Warning Statement on the Covered Products or their packaging. A
8 Warning Defendants shall not be required to provide the written notification detailed in the
9 preceding sentence to a particular person or entity to whom Covered Products are sold or
10 distributed for sale in California after three consecutive years of providing such notification to
11 such person or entity.

12 2.2.4 A Warning Defendant that complies with Sections 2.2.2 and 2.2.3 above
13 shall not be liable to Plaintiff for any monetary amounts, including, but not limited to, fines, costs
14 or penalties, if any person other than the Warning Defendant removes, defaces or obscures a
15 Warning Statement.

16 2.2.5 The Warning Statement must be displayed with such conspicuousness, as
17 compared with other words, statements or designs, as to render it likely to be read and understood
18 by an ordinary individual. The parties agree that the sample Warning Statement attached hereto
19 as Exhibit C is an example that, in font, size and text, satisfies the terms of this Consent Judgment
20 for purposes of the Warning Statement for the packaging of the Covered Product, although other
21 formats may meet the standard set forth above.

22 **3. ENFORCEMENT OF VIOLATIONS**

23 **3.1 Notice of Violation**

24 3.1.1 In the event that, at any time following the Compliance Date, Plaintiff
25 believes in good faith that a Settling Defendant is not complying with Section 2 of this Consent
26 Judgment, Plaintiff may issue a Notice of Violation pursuant to this Section.

27 3.1.2 The Notice of Violation shall, at a minimum, set forth for each Covered
28 Product: (a) the alleged violation, (b) the date the alleged violation was observed, (c) the location

1 at which the Covered Product was sold, and (d) a description of the Covered Product, including
2 the Stock Keeping Unit ("SKU") number for such product, giving rise to the alleged violation. If
3 Plaintiff contends that a Reformulation Defendant has sold a Covered Product that contains Lead
4 in concentrations that exceed the Reformulation Standard, the Notice of Violation shall also set
5 forth for each Covered Product all test data obtained by Plaintiff regarding the Covered Product
6 and supporting documentation sufficient for validation of the test results, including all laboratory
7 reports, quality assurance reports and quality control reports associated with testing of the
8 Covered Products.

9 **3.1.3** The Notice of Violation shall be sent to the person(s) identified in Exhibit
10 D to receive notices for the Settling Defendant, and must be served within forty-five (45) days of
11 the date the alleged violation(s) was or were observed.

12 **3.2 Options Upon Receipt of A Notice of Violation**

13 **3.2.1** Within thirty (30) days of receipt of a Notice of Violation, a Settling
14 Defendant shall serve Plaintiff with a Notice of Election that states whether the Settling
15 Defendant: (a) contests the Notice of Violation in accordance with Section 3.2.2 below; or (b)
16 does not contest the Notice of Violation in accordance with Sections 3.2.3 and 3.2.4 below.

17 **3.2.2** If a Settling Defendant contests a Notice of Violation, Plaintiff and all
18 affected Settling Defendants shall meet and confer to attempt to resolve their dispute. If the
19 parties do not reach an informal resolution of a Notice of Violation within thirty (30) days of the
20 commencement of the meet and confer process, Plaintiff may, by motion or order to show cause
21 before this Court, seek to enforce the terms and conditions contained in this Consent Judgment.
22 In any such proceeding, Plaintiff may seek whatever fines, costs, penalties, attorneys' fees or
23 remedies are provided by law for failure to comply with the Consent Judgment.

24 **3.2.3** A Settling Defendant that does not contest a Notice of Violation shall
25 include in its Notice of Election a detailed description of corrective action that it has undertaken
26 or proposes to undertake to remove the Covered Product(s) identified in the Notice of Violation
27 for sale in California. Corrective action must include instructions to the Settling Defendant's
28 stores and/or its customers that offer the Covered Product(s) for sale to consumers to cease

1 offering the Covered Product(s) identified in the Notice of Violation for sale in California as soon
2 as practicable. The Settling Defendant shall make available to Plaintiff for inspection and/or
3 copying records and correspondence regarding the corrective action. If there is a dispute over the
4 corrective action, the Parties shall meet and confer pursuant to Section 3.2.2 before seeking any
5 remedy in court.

6 **3.2.4** For any Notice of Violation issued within one (1) year following the
7 Compliance Date, if a Settling Defendant does not contest a Notice of Violation, or a Settling
8 Defendant concedes the violation during the meet and confer process detailed in Section 3.2.2
9 above, the Settling Defendant shall not be liable to Plaintiff for any monetary amounts, including,
10 but not limited to, fines, costs or penalties, with respect to the Covered Product(s) at issue, unless
11 the Settling Defendant has conceded the existence of the same violation during the six (6) months
12 preceding the date of the Notice of Violation at issue. For any uncontested Notice of Violation
13 issued more than one (1) year following the Compliance Date, or for second and subsequent
14 violations in any six (6) month period within the first year after the Compliance Date, the Settling
15 Defendant shall be liable for a stipulated penalty of \$2,500 per location at which a non-compliant
16 product was identified.

17 **4. SETTLEMENT PAYMENTS**

18 **4.1** **Amount of Payments.** The Settling Defendants shall each pay the sums set forth
19 in Exhibits A and B hereto as a settlement payment. The funds paid by the Settling Defendants
20 shall be distributed as follows:

21 **4.1.1** The sum of \$80,000 in penalties pursuant to Health and Safety Code
22 § 25249.7(b). Plaintiff shall apportion the penalties in accordance with Health and Safety Code
23 § 25249.12.

24 **4.1.2** The sum of \$37,500 as a payment in lieu of penalty. This payment shall be
25 donated by Plaintiff to the Center for Environmental Health ("CEH") to be used to help fund
26 CEH's programs designed to inform Californians about exposures to toxic chemicals as well as
27 CEH's lead and chemical exposure reduction programs.

1 4.1.3 The sum of \$347,500 as reimbursement of Plaintiff's reasonable
2 investigation fees and costs, attorneys' fees, and any other costs incurred as a result of
3 investigating, bringing this matter to Settling Defendants' attention, litigating and negotiating a
4 settlement in the public interest.

5 4.2 **Timing of Payments.** The payments required under this Section shall be made by
6 check payable to "Lexington Law Group, LLP Attorney Client Trust Account," and shall be
7 delivered to the address for notices to Plaintiff set forth in Exhibit D hereto within ten (10) days
8 following the Court's entry of this Consent Judgment. Plaintiff shall be entitled to his reasonable
9 attorneys' fees and costs associated with any motion or application to enforce the payment terms
10 of this Consent Judgment.

11 **5. MODIFICATION OF CONSENT JUDGMENT**

12 5.1 This Consent Judgment may be modified by written agreement of Plaintiff and the
13 Settling Defendants, or upon motion of Plaintiff or any Settling Defendant as provided by law.

14 **6. APPLICATION OF CONSENT JUDGMENT**

15 6.1 This Consent Judgment shall apply to and be binding upon the Parties, their
16 divisions, subdivisions and subsidiaries, and the successors or assigns of any of them.

17 **7. CLAIMS COVERED**

18 7.1 This Consent Judgment is a full, final and binding resolution between the Plaintiff
19 acting in the public interest in his capacity under Proposition 65 and each Settling Defendant, its
20 parents, subsidiaries, affiliates, divisions, subdivisions, officers, directors, employees, agents, and
21 successors and assigns ("Defendant Releasees"), and all entities to whom they distribute or sell
22 Covered Products, including but not limited to distributors, wholesalers, customers, retailers,
23 franchisees, cooperative members, and licensees ("Downstream Defendant Releasees"), of any
24 violation or any other statutory or common law claim that have been or could have been asserted
25 in the public interest against Settling Defendants, Defendant Releasees, or Downstream
26 Defendant Releasees in the Complaint through the date of entry of this Consent Judgment arising
27 from any actual or alleged failure to provide clear and reasonable warnings pursuant to
28 Proposition 65 of exposure to Lead in Covered Products manufactured, distributed and/or sold by

1 Defendant Releasees. Compliance with the terms of this Consent Judgment by Settling
2 Defendants and Defendant Releasees, constitutes compliance with Proposition 65 from the date of
3 entry of this Consent Judgment into the future by Settling Defendants, Defendant Releasees, and
4 Downstream Defendant Releasees as to exposures to Lead resulting from any Covered Products
5 manufactured, distributed and/or sold by Defendant Releasees. This release does not limit or
6 effect the obligations of any party created under this Consent Judgment.

7 **8. SEVERABILITY**

8 8.1 In the event that any of the provisions of this Consent Judgment are held by a court
9 to be unenforceable, the validity of the enforceable provisions shall not be adversely affected.

10 **9. GOVERNING LAW**

11 9.1 The terms of this Consent Judgment shall be governed by the laws of the State of
12 California.

13 **10. RETENTION OF JURISDICTION**

14 10.1 This Court shall retain jurisdiction of this matter to implement and enforce the
15 terms this Consent Judgment.

16 **11. PROVISION OF NOTICE**

17 11.1 All notices required pursuant to this Consent Judgment and correspondence shall
18 be sent to the persons listed on Exhibit D hereto.

19 **12. COURT APPROVAL**

20 12.1 If this Consent Judgment is not approved by the Court in its entirety, it shall be of
21 no further force or effect.

22 **13. EXECUTION AND COUNTERPARTS**

23 13.1 The stipulations to this Consent Judgment may be executed in counterparts and by
24 means of facsimile, which taken together shall be deemed to constitute one document.

25 **14. AUTHORIZATION**

26 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
27 by the party he or she represents to stipulate to this Consent Judgment and to enter into and
28 execute the Consent Judgment on behalf of the party represented and legally bind that party. The

1 undersigned have read, understand and agree to all of the terms and conditions of this Consent
2 Judgment. Except as explicitly provided herein, each party is to bear its own fees and costs.

3 **AGREED TO:**

4 **MICHAEL RUGGIE**

5 
6 _____
7 MICHAEL RUGGIE

Dated: 5/23/07

8
9 **ACE HARDWARE CORPORATION**

Dated: _____

10 _____
11 Printed Name

12 _____
13 Title

14 **ARROYO CRAFTSMAN LIGHTING, INC.**

Dated: _____

15 _____
16 Printed Name

17 _____
18 Title

19
20 **BEL AIR LIGHTING, INC.; AND**
21 **TRANS GLOBE LIGHTING**

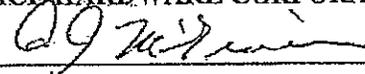
Dated: _____

22 _____
23 Printed Name

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25 Title

1 undersigned have read, understand and agree to all of the terms and conditions of this Consent
2 Judgment. Except as explicitly provided herein, each party is to bear its own fees and costs.

<p>3 AGREED TO: 4 MICHAEL RUGGIE 5 _____ 6 MICHAEL RUGGIE 7 _____ 8 _____</p>	<p>Dated: _____</p>
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<p>9 ACE HARDWARE CORPORATION 10  11 ARTHUR J. MCGIVERN 12 Printed Name 13 SUP, GEN'L COUNSEL + SEC'Y 14 Title</p>	<p>Dated: <u>3/29/07</u></p>
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<p>15 ARROYO CRAFTSMAN LIGHTING, INC. 16 _____ 17 Printed Name 18 _____ 19 Title</p>	<p>Dated: _____</p>
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<p>20 BEL AIR LIGHTING, INC.; AND 21 TRANS GLOBE LIGHTING 22 _____ 23 Printed Name 24 _____ 25 Title</p>	<p>Dated: _____</p>
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1 undersigned have read, understand and agree to all of the terms and conditions of this Consent
2 Judgment. Except as explicitly provided herein, each party is to bear its own fees and costs.

3 **AGREED TO:**

4 **MICHAEL RUGGIE**

5 _____
6 **MICHAEL RUGGIE**

Dated: _____

7
8
9 **ACE HARDWARE CORPORATION**

10 _____
11 Printed Name

12 _____
13 Title

Dated: _____

14 **ARROYO CRAFTSMAN LIGHTING, INC.**

15 *M. Arroyo*
16 *M. Arroyo*
17 Printed Name

18 *President*
19 Title

Dated: *4/12/07*

20 **BEL AIR LIGHTING, INC.; AND**
21 **TRANS GLOBE LIGHTING**

22 _____
23 Printed Name

24 _____
25 Title

Dated: _____

1 undersigned have read, understand and agree to all of the terms and conditions of this Consent
2 Judgment. Except as explicitly provided herein, each party is to bear its own fees and costs.

3 **AGREED TO:**

4 **MICHAEL RUGGIE**

5 _____
6 MICHAEL RUGGIE

Dated: _____

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9 **ACE HARDWARE CORPORATION**

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11 Printed Name

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Dated: _____

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15 **ARROYO CRAFTSMAN LIGHTING, INC.**

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18 Printed Name

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Dated: _____

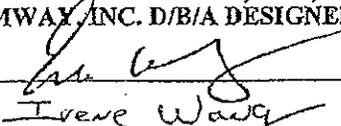
21 **BEL AIR LIGHTING, INC.; AND**
22 **TRANS GLOBE LIGHTING**

23 _____
24 **DAVID ZIL**
25 Printed Name

26 _____
27 **V.P.**
28 Title

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CORDELIA LIGHTING, INC.; AND JIMWAY, INC. D/B/A DESIGNERS FOUNTAIN  _____ Irene Wang Printed Name Vice President _____ Title	Dated: <u>3-12-07</u>
FORTE LIGHTING, INC _____ Printed Name _____ Title	Dated: _____
HINKLEY LIGHTING, INC. _____ Printed Name _____ Title	Dated: _____
HOME DEPOT, INC.; HOME DEPOT U.S.A., INC.; AND THE HOME DEPOT SUPPLY, INC. _____ Printed Name _____ Title	Dated: _____

1
2 **CORDELIA LIGHTING, INC.; AND**
3 **JIMWAY, INC. D/B/A DESIGNERS FOUNTAIN**

Dated: _____

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5 Printed Name

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8 **FORTE LIGHTING, INC.**

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10 Printed Name

11 Title

Dated: 3/9/07

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13 **HINKLEY LIGHTING, INC.**

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15 Printed Name

16 Title

Dated: _____

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19 **HOME DEPOT, INC.; HOME DEPOT U.S.A., INC.;**
20 **AND THE HOME DEPOT SUPPLY, INC.**

21
22 Printed Name

23 Title

Dated: _____

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CORDELIA LIGHTING, INC.; AND JIMWAY, INC. D/B/A DESIGNERS FOUNTAIN	Dated: _____
_____ Printed Name	
_____ Title	
FORTE LIGHTING, INC	Dated: _____
_____ Printed Name	
_____ Title	
HINKLEY LIGHTING, INC. <i>[Signature]</i> RICHARD A. WIEDEMEYER, JR Printed Name PRESIDENT Title	Dated: <u>3/22/07</u>
HOME DEPOT, INC.; HOME DEPOT U.S.A., INC.; AND THE HOME DEPOT SUPPLY, INC.	Dated: _____
_____ Printed Name	
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**CORDELIA LIGHTING, INC.; AND
JIMWAY, INC. D/B/A DESIGNERS FOUNTAIN**

Printed Name

Title

Dated: _____

FORTE LIGHTING, INC

Printed Name

Title

Dated: _____

HINKLEY LIGHTING, INC.

Printed Name

Title

Dated: _____

**HOME DEPOT, INC.; HOME DEPOT U.S.A., INC.;
AND THE HOME DEPOT SUPPLY, INC.**

Printed Name

Title

Dated: _____



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LAMPS PLUS, INC.; AND LAMPS PLUS—
CENTENNIAL, INC.

Clark Linstone

Dated: March 22, 2007

Clark Linstone
Printed Name

Chief Financial Officer
Title

~~SEABCO PRODUCTS, INC.~~

~~Dated:~~ _____

~~Printed Name~~ _____

~~Title~~ _____

L.D. KICHLER COMPANY

Dated: _____

Printed Name _____

Title _____

MAXIM LIGHTING INTERNATIONAL, INC.

Dated: _____

Printed Name _____

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LAMPS PLUS, INC.; AND LAMPS PLUS— CENTENNIAL, INC.	Dated: _____
Printed Name _____	
Title _____	
LEADCO PRODUCTS, INC.	Dated: _____
Printed Name _____	
Title _____	
L.D. KICHLER COMPANY <i>Roy Minoff</i> Printed Name ROY MINOFF	Dated: <u>6/7/2007</u>
Title VP	
MAXIM LIGHTING INTERNATIONAL, INC.	Dated: _____
Printed Name _____	
Title _____	

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LAMPS PLUS, INC.; AND LAMPS PLUS—
CENTENNIAL, INC.

Dated: _____

Printed Name _____

Title _____

~~LEADCO PRODUCTS, INC.~~

~~Dated: _____~~

~~Printed Name _____~~

~~Title _____~~

L.D. KICHLER COMPANY

Dated: _____

Printed Name _____

Title _____

MAXIM LIGHTING INTERNATIONAL, INC.

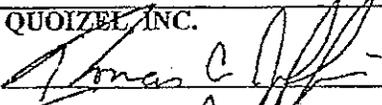
Dated: 5/22/07

Michael S. Andrews

Printed Name Michael S. Andrews

Title CEO

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QUOIZEL, INC.  THOMAS A. JEFFRIES Printed Name CFO Title	Dated: 3/13/07
QUORUM INTERNATIONAL _____ Printed Name _____ Title	Dated: _____
ROYCE INDUSTRIES, INC. _____ Printed Name _____ Title	Dated: _____
SEA GULL LIGHTING PRODUCTS, LLC _____ Printed Name _____ Title	Dated: _____

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QUOIZEL, INC.

Printed Name

Title

Dated: _____

QUORUM INTERNATIONAL
William S. Davis, Jr.

Printed Name
PRESIDENT

Title

Dated: *3/27/2007*

ROYCE INDUSTRIES, INC.

Printed Name

Title

Dated: _____

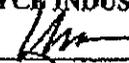
SEA GULL LIGHTING PRODUCTS, LLC

Printed Name

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QUOIZEL, INC.	
Printed Name	Dated: _____
Title	
QUORUM INTERNATIONAL	
Printed Name	Dated: _____
Title	
ROYCE INDUSTRIES, INC.	
 ROBERT GREENE	Dated: <u>MARCH 27, 2007</u>
Printed Name	
PRESIDENT OF OPERATIONS	
Title	
SEA GULL LIGHTING PRODUCTS, LLC	
Printed Name	Dated: _____
Title	

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<p>QUOIZEL, INC.</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Title</p>	<p>Dated: _____</p>
<p>QUORUM INTERNATIONAL</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Title</p>	<p>Dated: _____</p>
<p>ROYCE INDUSTRIES, INC.</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Title</p>	<p>Dated: _____</p>
<p>SEA GULL LIGHTING PRODUCTS, LLC</p> <p><i>Alan J. Mansell</i></p> <p>Printed Name <u>ALAN J. MANSCELL</u></p> <p>Title <u>Ex. V.P.</u></p>	<p>Dated: <u>4-11-07</u></p>
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TRADE SOURCE INTERNATIONAL, INC.
Paul Rob Heermann
Printed Name
President / Co.
Title

Dated: March 26, 2007

WESTINGHOUSE LIGHTING CORPORATION

Printed Name

Title

Dated: _____

ORCHARD SUPPLY HARDWARE CORPORATION

Printed Name

Title

Dated: _____

INTERMATIC, INC.

Printed Name

Title

Dated: _____

INTERLINE BRANDS, INC. (AS SUCCESSOR TO BARNETT, INC.)

Printed Name

Title

Dated: _____

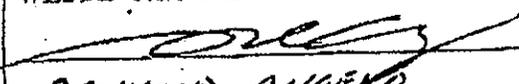
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TRADE SOURCE INTERNATIONAL, INC.

Printed Name

Title

Dated: _____

WESTINGHOUSE LIGHTING CORPORATION

RAYMOND ANGIERO
Printed Name
PRESIDENT
Title

Dated: 3/23/07

ORCHARD SUPPLY HARDWARE CORPORATION

Printed Name

Title

Dated: _____

INTERMATIC, INC.

Printed Name

Title

Dated: _____

INTERLINE BRANDS, INC. (AS SUCCESSOR TO BARNETT, INC.)

Printed Name

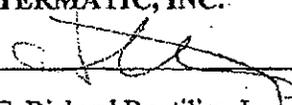
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TRADE SOURCE INTERNATIONAL, INC.	
_____	Dated: _____
Printed Name _____	
Title _____	
WESTINGHOUSE LIGHTING CORPORATION	
_____	Dated: _____
Printed Name _____	
Title _____	
ORCHARD SUPPLY HARDWARE CORPORATION	
<i>Bill Robertson</i>	Dated: <i>5/18/07</i>
Printed Name <i>Bill Robertson</i>	
Title <i>VP, Controller</i>	
INTERMATIC, INC.	
_____	Dated: _____
Printed Name _____	
Title _____	
INTERLINE BRANDS, INC. (AS SUCCESSOR TO BARNETT, INC.)	
_____	Dated: _____
Printed Name _____	
Title _____	

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TRADE SOURCE INTERNATIONAL, INC. _____ Printed Name _____ Title	Dated: _____
WESTINGHOUSE LIGHTING CORPORATION _____ Printed Name _____ Title	Dated: _____
ORCHARD SUPPLY HARDWARE CORPORATION _____ Printed Name _____ Title	Dated: _____
INTERMATIC, INC.  _____ G. Richard Boutilier, Jr. Printed Name _____ Vice President and C.F.O. Title	Dated: <u>March 6, 2007</u>
INTERLINE BRAND, INC. (AS SUCCESSOR TO BARNETT, INC.) _____ Printed Name _____ Title	Dated: _____

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TRADE SOURCE INTERNATIONAL, INC. <hr/> Printed Name <hr/> Title	Dated: _____
WESTINGHOUSE LIGHTING CORPORATION <hr/> Printed Name <hr/> Title	Dated: _____
ORCHARD SUPPLY HARDWARE CORPORATION <hr/> Printed Name <hr/> Title	Dated: _____
INTERMATIC, INC. <hr/> Printed Name <hr/> Title	Dated: _____
INTERLINE BRANDS, INC. (AS SUCCESSOR TO BARNETT, INC.) <hr/> <i>Thomas T. Tossavainen</i> Printed Name <hr/> <i>Chief Financial Officer</i> Title <hr/> <i>Interline Brands, Inc.</i>	Dated: <u>4/25/07</u>

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ORDER AND JUDGMENT

Based upon the stipulated Consent Judgment between Plaintiff and the Settling Defendants, the settlement is approved and judgment is hereby entered according to the terms herein.

Dated: JUL 13 2007

LYNN DURYEE
Judge, Superior Court of the State of California

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Exhibit A

(Reformulation Defendants)

<u>Settling Defendant</u>	<u>Settlement Payment</u>
Forte Lighting, Inc.	\$17,500
Home Depot, Inc.; Home Depot U.S.A., Inc.; and The Home Depot Supply, Inc.	\$17,500
Orchard Supply Hardware Corporation	\$17,500
Sea Gull Lighting Products, LLC	\$17,500
Trade Source International Inc.	\$17,500
Westinghouse Lighting Corporation	\$17,500

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Exhibit B

(Warning Defendants)

<u>Settling Defendant</u>	<u>Settlement Payment</u>
Ace Hardware Corporation	\$0
Arroyo Craftsman Lighting, Inc.	\$30,000
Bel Air Lighting, Inc.; and Trans Globe Lighting	\$30,000
Cordelia Lighting, Inc.; and Jimway, Inc. d/b/a Designers Fountain	\$30,000
Hinkley Lighting, Inc.	\$30,000
Intermatic, Inc.	\$30,000
Interline Brands, Inc. (as successor to Barnett, Inc.)	\$30,000
Lamps Plus, Inc.; Lamps Plus – Centennial, Inc.	\$30,000
L.D. Kichler Company	\$30,000
Maxim Lighting International, Inc.	\$30,000
Quoizel, Inc.	\$30,000
Quorum International	\$30,000
Royce Industries, Inc.	\$30,000

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Exhibit C

(Sample Warning)

WARNING: This lighting fixture contains lead, a chemical known to cause cancer, birth defects and other reproductive harm.

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Exhibit D

(Persons to Receive Notice)

PLAINTIFF:	Michael Ruggie
Notice to:	Mark N. Todzo Lexington Law Group, LLP 1627 Irving Street San Francisco, CA 94122
SETTLING DEFENDANT:	Forte Lighting, Inc.
Notice to:	Michael Wachtell Brandon Block Buchalter Nemer 1000 Wilshire Boulevard, Suite 1500 Los Angeles, CA 90017-2457
SETTLING DEFENDANT:	Home Depot, Inc.; Home Depot U.S.A., Inc.; and The Home Depot Supply, Inc.
Notice to:	Michael J. Steel Pillsbury Winthrop Shaw Pittman, LLP 50 Fremont Street P.O. Box 7880 San Francisco, CA 94120-7880
SETTLING DEFENDANT:	Sea Gull Lighting Products, LLC
Notice to:	Michael Wachtell Brandon Block Buchalter Nemer 1000 Wilshire Boulevard, Suite 1500 Los Angeles, CA 90017-2457
SETTLING DEFENDANT:	Trade Source International Inc.
Notice to:	Michael Wachtell Brandon Block Buchalter Nemer 1000 Wilshire Boulevard, Suite 1500 Los Angeles, CA 90017-2457

1	SETTLING DEFENDANT:	Westinghouse Lighting Corporation
2		
3	Notice to:	Patrick J. Cafferty, Jr. Munger, Tolles & Olson LLP 560 Mission Street, 27 th Floor San Francisco, CA 94105-2907
4		
5	SETTLING DEFENDANT:	Ace Hardware Corporation
6		
7	Notice to:	Wendy L. Manley Stoel Rives, LLP 111 Sutter Street, Suite 700 San Francisco, CA 94104
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9	SETTLING DEFENDANT:	Arroyo Craftsman Lighting, Inc.
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11	Notice to:	Michael Wachtell Brandon Block Buchalter Nemer 1000 Wilshire Boulevard, Suite 1500 Los Angeles, CA 90017-2457
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14	SETTLING DEFENDANT:	Bel Air Lighting, Inc.; and Trans Globe Lighting
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16	Notice to:	Michael Wachtell Brandon Block Buchalter Nemer 1000 Wilshire Boulevard, Suite 1500 Los Angeles, CA 90017-2457
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19	SETTLING DEFENDANT:	Cordelia Lighting, Inc.; and Jimway, Inc. d/b/a Designers Fountain
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21	Notice to:	Michael Wachtell Brandon Block Buchalter Nemer 1000 Wilshire Boulevard, Suite 1500 Los Angeles, CA 90017-2457
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SETTLING DEFENDANT:	Hinkley Lighting, Inc.
Notice to:	Michael Wachtell Brandon Block Buchalter Nemer 1000 Wilshire Boulevard, Suite 1500 Los Angeles, CA 90017-2457
SETTLING DEFENDANT:	Lamps Plus, Inc.; and Lamps Plus—Centennial, Inc.
Notice to:	Michael Wachtell Brandon Block Buchalter Nemer 1000 Wilshire Boulevard, Suite 1500 Los Angeles, CA 90017-2457
SETTLING DEFENDANT:	L.D. Kichler Company
Notice to:	Michael Wachtell Brandon Block Buchalter Nemer 1000 Wilshire Boulevard, Suite 1500 Los Angeles, CA 90017-2457
SETTLING DEFENDANT:	Maxim Lighting International, Inc.
Notice to:	Michael Wachtell Brandon Block Buchalter Nemer 1000 Wilshire Boulevard, Suite 1500 Los Angeles, CA 90017-2457
SETTLING DEFENDANT:	Quoizel, Inc.
Notice to:	Michael Wachtell Brandon Block Buchalter Nemer 1000 Wilshire Boulevard, Suite 1500 Los Angeles, CA 90017-2457

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SETTLING DEFENDANT:	Quorum International
Notice to:	Michael Wachtell Brandon Block Buchalter Nemer 1000 Wilshire Boulevard, Suite 1500 Los Angeles, CA 90017-2457
SETTLING DEFENDANT:	Royce Industries, Inc.
Notice to:	Michael Wachtell Brandon Block Buchalter Nemer 1000 Wilshire Boulevard, Suite 1500 Los Angeles, CA 90017-2457
SETTLING DEFENDANT:	Orchard Supply Hardware Corporation
Notice to:	Michael J. Steel Pillsbury Winthrop Shaw Pittman, LLP 50 Fremont Street P.O. Box 7880 San Francisco, CA 94120-7880
SETTLING DEFENDANT:	Intermatic, Inc.
Notice to:	P. Mark Mahoney Schiff Hardin, LLP One Market Street Spear Street Tower San Francisco, CA 94105
SETTLING DEFENDANT:	Interline Brands, Inc. (As Successor to Barnett, Inc.)
Notice to:	H. Joseph Excher III Bradley P. Kaplan Christopher Burdett Dechert LLP One Maritime Plaza Suite 2300 San Francisco, CA 94111

Addendum to Exhibit D

SETTLING DEFENDANT:	Ace Hardware Corporation
Notice to:	Sherri M. Kirk Stoel Rives, LLP 770 L Street, Suite 800 Sacramento, CA 95814

EXHIBIT 2

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Amended Exhibit A

(Reformulation Defendants)

<u>Settling Defendant</u>	<u>Settlement Payment</u>
Forte Lighting, Inc.	\$17,500
Intermatic, Inc. Leadco Products, Inc.	\$17,500
Leadco Products, Inc. Sea Gull Lighting Products, LLC	\$17,500
Orchard Supply Hardware Corporation Trade Source International Inc.	\$17,500
Sea Gull Lighting Products, LLC	\$17,500
Westinghouse Lighting Corporation	\$17,500
Trade Source International Inc.	\$17,500
Westinghouse Lighting Corporation	\$17,500

EXHIBIT 3

1 Amended Exhibit B

2 (Warning Defendants)

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4 <u>Settling Defendant</u>	5 <u>Settlement Payment</u>
6 Ace Hardware Corporation	\$0
7 Arroyo Craftsman Lighting, Inc.	\$30,000
8 Bel Air Lighting, Inc.; and 9 Trans Globe Lighting	\$30,000
10 Cordelia Lighting, Inc.; and 11 Jimway, Inc. d/b/a Designers Fountain	\$30,000
12 Hinkley Lighting, Inc.	\$30,000
13 Lamps Plus, Inc.; and 14 Lamps Plus—Centennial, Inc.	\$30,000
15 L.D. Kichler Company	\$30,000
16 Maxim Lighting International, Inc.	\$30,000
17 Quozel, Inc.	\$30,000
18 Quorum International	\$30,000
19 Home Depot, Inc.; Home Depot U.S.A., Inc.; and The Home Depot Supply, Inc.	\$30,000

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