



1 **1. INTRODUCTION.**

2 **1.1 Plaintiff.** The Plaintiff is Natural Resources Defense Council, Inc. ("NRDC" or  
3 "Plaintiff"), a non-profit environmental organization with more than 480,000 members  
4 nationwide. NRDC is dedicated to, among other causes, protecting the environment, improving  
5 human health, and supporting environmentally sound practices.

6 **1.2 Settling Defendants.** The Settling Defendants are Central Garden & Pet  
7 Company; Inc. ("Central"); Farnam Companies, Inc. ("Farnam"); Petco Animal Supplies Stores,  
8 Inc. ("Petco"); Drs. Foster & Smith, Inc. ("Foster & Smith"); Fins, Furs & Feathers, Inc. d/b/a  
9 Petstore.com ("Petstore"); Ralphs Grocery Company ("Ralphs"); Jeffers, Inc. ("Jeffers"); KV Vet  
10 Supply, Inc. ("KV"); Lee's Pet Club, Inc. d/b/a Pet Club Stores ("Pet Club"); Red Cart Market,  
11 Inc. d/b/a Pet Club Stores ("Pet Club"); Orchard Supply Hardware LLC ("Orchard"); Pet Food  
12 Express LTD; Petsmart Inc. ("Pet Food"); Petsmart Store Support Group, Inc. ("Petsmart"); and  
13 Wellmark International. Inc. ("Wellmark").

14 **1.3 The Parties.** Plaintiff and Settling Defendants are sometimes referred to herein as  
15 the "Parties."

16 **1.4 The Action.** This action ("Action") is brought under Proposition 65, the popular  
17 name for California's Safe Drinking Water and Toxic Enforcement Act of 1986, *Cal. Health and*  
18 *Safety Code* Section 25249.5 *et seq.* (sometimes referred to as "the Act"). Plaintiff proceeds  
19 under Section 25249.7(d) as a "person in the public interest." Solely for purposes of this Consent  
20 Judgment, the Parties stipulate that Plaintiff's Notices of Intent to Sue, listed as Exhibit A to this  
21 Consent Judgment ("Plaintiff's Notices") were served upon Defendants and public prosecutors,  
22 including the Attorney General and all district attorneys and city attorneys authorized to prosecute  
23 an action to enforce the Act, accompanied by certificates of merit, in compliance with Section  
24 25249.7(d)(1) of the Act. Plaintiff is allowed to proceed pursuant to Section 25249.7(d)(2),  
25 because none of those public officials commenced an action pursuant to Plaintiff's Notices.

26 **1.5 The Complaint.** On December 7, 2009, Plaintiff filed a complaint against  
27 Settling Defendants and others ("Defendants") in the Superior Court for the County of Alameda  
28 ("Complaint") alleging that Defendants violated Proposition 65 by exposing individuals in

1 California to a chemical known as propoxur which has been designated under the Act as "known  
2 to the State of California to cause cancer or reproductive toxicity" within the meaning of Section  
3 25249.8(b) (the "Covered Chemical"), without providing Proposition 65 warnings to such  
4 individuals, as alleged to be required under Section 25249.6. According to the Complaint, the  
5 alleged exposures to the Covered Chemical occur when individuals in California place propoxur  
6 containing flea and tick collars on dogs and cats and subsequently have contact with these  
7 animals. These flea and tick collars are manufactured, packaged, distributed, marketed and/or  
8 sold by Settling Defendants for use in California. These products are identified with specificity in  
9 Plaintiff's Notices and the Complaint. For purposes of this Consent Judgment, "Covered  
10 Products" shall refer to products manufactured, packaged, distributed, marketed or sold by  
11 Defendants Central, Farnam and Wellmark, as identified in Plaintiff's Notices to these three  
12 defendants and the retailer defendants who resold those products.

13 **1.6 Jurisdiction.** Solely for purposes of this Consent Judgment, the Parties stipulate  
14 that the Court has personal jurisdiction over Settling Defendants as to the acts alleged in the  
15 Action; that venue is proper in the County of Alameda; that the claims in the Action present a live  
16 controversy as to the application of Proposition 65 to the Covered Products and the Covered  
17 Chemical therein; that this Court has jurisdiction to enter this Consent Judgment as a resolution of  
18 all claims relating to the Covered Products alleged in the Action against Settling Defendants; and  
19 that the Court shall retain jurisdiction to implement the Consent Judgment.

20 **1.7 The Standard for Determining Whether Proposition 65 Warnings Are**  
21 **Required.** Section 25249.6 of Proposition 65 provides that "[n]o person in the course of business  
22 shall knowingly and intentionally expose any individual to a chemical known to the state to cause  
23 cancer or reproductive toxicity without first giving clear and reasonable warning to such  
24 individual, except as provided in Section 25429.10." Section 25249.10(c), under the heading  
25 "Exemptions from Warning Requirement," provides that Section 25249.6 "shall not apply" to an  
26 "exposure for which the person responsible can show that the exposure poses no significant risk  
27 assuming lifetime exposure at the level in question for substances known to the state to cause  
28 cancer, and that the exposure will have no observable effect assuming exposure at one thousand

1 (1000) times the level in question for substances known to the state to cause reproductive toxicity,  
2 based on evidence and standards of comparable scientific validity to the evidence and standards  
3 which form the scientific basis for the listing of such chemical . . . . In any action brought to  
4 enforce Section 25249.6, the burden of showing that an exposure meets the criteria of this  
5 subdivision shall be on the defendant.” Proposition 65 thus makes it unlawful for a person  
6 subject to the Act to expose an individual in California to a Proposition 65-listed chemical  
7 without first providing a Proposition 65 warning unless an exemption to this requirement applies.  
8 Where the defendant asserts an exemption because the alleged exposure is beneath the level that  
9 would require a warning, the burden of proof is on the defendant to establish that the exemption  
10 applies.

11 **1.8 Settlement.** After Plaintiff’s Notices were issued, the Parties began engaging in  
12 informal discovery and have been engaged in extensive negotiations almost continually since that  
13 time. As a result of this exchange of information, the Parties agree on some aspects of the  
14 allegations, but disagree as to several other aspects, and thus disagree as to whether Settling  
15 Defendants have violated Proposition 65. Specifically, the Parties agree that each of the Covered  
16 Products contains the Covered Chemical, and that the Settling Defendants did not include  
17 Proposition 65 warnings with respect to the Covered Products for some period of time within one  
18 year of the filing of the Complaint. The Settling Defendants dispute, however, that the  
19 manufacture, packaging, distribution, marketing, sale or use of the Covered Products results in the  
20 exposure of individuals in California (or elsewhere) to the Covered Chemical in amounts, if any,  
21 that would require a warning under Proposition 65. Settling Defendants contend they began the  
22 required applications to change labels prior to Plaintiff’s 60 Day Notices in this case. Settling  
23 Defendants also assert other affirmative defenses. Settling Defendants contend that they have  
24 scientific evidence to demonstrate that any exposure to the Covered Chemical that results from  
25 any reasonably anticipated use of the Covered Products, in the words of Section 25249.10(c),  
26 “poses no significant risk assuming lifetime exposure at the level in question for substances  
27 known to the state to cause cancer, and that the exposure will have no observable effect assuming  
28 exposure at one thousand (1000) times the level in question for substances known to the state to

1 cause reproductive toxicity, based on evidence and standards of comparable scientific validity to  
2 the evidence and standards which form the scientific basis for the listing of such chemical . . . .”  
3 Plaintiff disputes Settling Defendants’ assertions. In support of its position, Plaintiff contends it  
4 has evidence to dispute Settling Defendants’ contention with respect to the Covered Chemical and  
5 Covered Products, and asserts that this evidence also demonstrates that Settling Defendants’  
6 evidence with respect to the Covered Chemical and Covered Products does not satisfy Settling  
7 Defendant’s burden under Section 25249.6. Therefore, in order to avoid prolonged litigation and  
8 the waste of private and judicial resources that would arise from prosecuting, defending, and  
9 adjudicating the issues of which the Plaintiff and Settling Defendants disagree, the Parties have  
10 agreed, subject to the approval of the Court to compromise their disputed claims and defenses,  
11 and entered into a settlement agreement, the terms of which are embodied in this Consent  
12 Judgment.

13       **1.9 No Admissions.** Neither the Consent Judgment nor any of its provisions shall be  
14 construed as an admission by any Party of any fact, finding, issue of law, or violation of law,  
15 including Proposition 65 or any other statute, regulation, or common law requirement related to  
16 exposure to the Covered Chemical or other chemicals listed under Proposition 65 from the  
17 Covered Products. By executing this Consent Judgment and agreeing to provide the relief and  
18 remedies specified herein, Settling Defendants do not admit that this Action is not preempted by  
19 Federal law, or that Settling Defendants have committed any violations of Proposition 65, or any  
20 other law or legal duty and specifically deny that they have committed any such violations.  
21 Settling Defendants maintain that all Covered Products distributed, marketed and/or sold by  
22 Settling Defendants in California have at all times been in compliance with Proposition 65.  
23 Nothing in this Consent Judgment shall prejudice, waive, or impair any right, remedy, or defense  
24 that Plaintiff and Settling Defendants may have in any other or in future legal proceedings  
25 unrelated to these proceedings. Settling Defendants reserve all of their rights and defenses with  
26 regard to any claim by any person under Proposition 65 or otherwise. Nevertheless, this  
27 paragraph shall not diminish or otherwise affect the obligations, responsibilities, waivers,  
28 releases, and/or duties provided for under this Consent Judgment.

1     **2.     INJUNCTIVE RELIEF.**

2             In the spirit of settlement and compromise, and in order to promote the public interest,  
3     Settling Defendants have agreed to continue to take certain measures to enhance the safe use of  
4     Covered Products by providing a notice as described hereinafter. The Parties have agreed to  
5     these measures with the mutual understanding and expectation that as to such Covered Products,  
6     such measures will provide notice so as to mitigate potential individual exposure to the Covered  
7     Chemical. Each Settling Defendant is only responsible under this Consent Judgment for  
8     measures specifically agreed to by that Party below and has no obligation to ensure compliance  
9     by any other Party.

10            **2.1**     Central, Farnam and Wellmark have agreed to the following measures with respect  
11     to the Covered Products:

12            Subject to paragraph 2.2 of this Consent Judgment, Central, Farnam and Wellmark state  
13     that they have changed the precautionary statements on the label for the Covered Products, that  
14     may be marketed for use in California, to include the following statement:

15                    NOTICE: This product contains propoxur, a chemical known to the  
16                    State of California to cause cancer.

17            **2.2**     Central, Farnam and Wellmark have agreed to take such actions as may be  
18     necessary to cease their distribution of Covered Products not containing a Proposition 65 warning  
19     statement (such as that delineated in Section 2.1) to distributors or retailers in California  
20     following notice that this Consent Judgment has been approved and has become a final order of  
21     the Court ("Effective Date"); provided, in no event shall said Defendants be deemed in violation  
22     of this Consent Judgment or Proposition 65 where Covered Products not containing a Proposition  
23     65 warning statement (such as that delineated in Section 2.1) were distributed or sold by said  
24     Defendants before the Effective Date (even if stocked in shelves, sold to consumers, or otherwise  
25     within the chain of distribution after the Effective Date.)

26            **2.3**     Defendants Petco, Foster & Smith, Petstore, Ralphs, Jeffers, KV, Pet Club,  
27     Orchard, Pet Food, and Petsmart agree they will remove any and all Covered Products not  
28     containing a Proposition 65 warning statement (such as that delineated in Section 2.1) which were

1 manufactured, sold, distributed, or packaged by Central, Farnam and Wellmark, from sale in  
2 California by no later than the Effective Date.

3 **3. MONETARY PAYMENTS.**

4 **3.1** In settlement of this matter, Settling Defendants collectively have agreed to make  
5 the monetary payments totaling \$120,000, as described in paragraphs 3.2 and 3.3 below.

6 **3.2 Civil Penalties.** Within thirty (30) days following notice of approval and entry of  
7 this Consent Judgment by the Court, Settling Defendants shall pay \$80,000 representing Civil  
8 Penalties, and shall do so in the form of a check made payable to the Altshuler Berzon LLP  
9 Attorney-Client Trust Account, to be delivered to Plaintiff's counsel of record at 177 Post Street,  
10 Suite 300, San Francisco, California 94108. This amount shall be allocated between NRDC and  
11 the State of California as directed by Health and Safety Code Section 25249.12(c)-(d). NRDC's  
12 portion shall be distributed to the Rose Foundation.

13 **3.3 Reimbursement of Attorneys Fees and Costs.** Within thirty days (30) following  
14 notice of approval and entry of this Consent Judgment, Settling Defendants shall pay \$40,000 as  
15 reimbursement for the investigation fees and costs, testing costs, expert witness fees, attorneys  
16 fees, and other litigation costs and expenses, and shall do so in the form of a check made payable  
17 to the Altshuler Berzon LLP Attorney-Client Trust Account, to be delivered to Plaintiff's counsel  
18 of record at 177 Post Street, Suite 300, San Francisco, California 94108.

19 **4. WAIVER AND RELEASE OF ALL CLAIMS.**

20 **4.1 Waiver And Release Of Claims Against Settling Defendants.** As to those  
21 matters raised or which could have been raised in this Action, the Complaint, or in Plaintiff's  
22 Notices (and without regard to any potential disputes about the adequacy of such Notices), as to  
23 Covered Products and Covered Chemical for Central, Farnam and Wellmark and as to the  
24 Covered Products as to Defendants, Petco, Foster & Smith, Petstore, Ralphs, Jeffers, KV, Petclub,  
25 Orchard, Petfood and Petsmart, and any related actions, Plaintiff, on behalf of itself and (to the  
26 extent permitted by law) on behalf of the general public, hereby releases Settling Defendants and  
27 waives any claims against Settling Defendants for injunctive relief or damages, penalties, fines,  
28 sanctions, mitigation, fees (including fees of attorneys, experts, and others), costs, expenses or

1 any other sum incurred or claimed, for any claims under Proposition 65 or any related actions  
2 arising from the marketing, sale, packaging, distribution or use in California of the Covered  
3 Products, including all claims that may arise from the acts relating to the Covered Products and  
4 the Covered Chemical in any flea and tick collar manufactured by Central, Farnam or Wellmark.  
5 It is expressly understood that this waiver does not apply to flea and tick collars containing  
6 propoxur not manufactured, distributed, sold or packaged by Central, Farnam, Wellmark or their  
7 subsidiaries or affiliates.

8 **4.2 Defendants' Waiver And Release Of Plaintiff.** Settling Defendants hereby  
9 release Plaintiff from and waive any claims against Plaintiff for injunctive relief or damages,  
10 penalties, fines, sanctions, mitigation, fees (including fees of attorneys, experts, and others), costs,  
11 expenses, or any other sum incurred or claimed or which could have been claimed for matters  
12 related to the Action or in action RG09448605.

13 **4.3 Matters Covered By This Consent Judgment/Release of Future Claims.** This  
14 Consent Judgment is a full, final, and binding resolution between the Plaintiff, acting on behalf of  
15 itself and on behalf of the general public in the public interest pursuant to Health and Safety Code  
16 Section 25249.7(d), and Central, Farnam Wellmark, and the other Settling Defendants, as to all  
17 claims arising from Settling Defendants' alleged failure to provide clear, reasonable, and lawful  
18 warnings of exposure to the Covered Chemical in Covered Products. Compliance with the terms  
19 of this Consent Judgment resolves any issues, now and in the future, concerning compliance by  
20 the Settling Defendants with existing requirements of Proposition 65 with respect to the Covered  
21 Products and the Covered Chemical in any flea and tick collar manufactured by Central, Farnam  
22 or Wellmark.

23 **4.4 Waiver of Civil Code Section 1542.** Subject to Sections 4.1 and 4.3 above, this  
24 Consent Judgment is intended as a full settlement and compromise of all claims arising out of or  
25 relating to the Plaintiffs' Notices and/or the Action regarding Covered Products, except as set  
26 forth herein. No other claim is reserved as between the Parties hereto, and each Party expressly  
27 waives any and all rights which it may have under the provisions of Section 1542 of the Civil  
28 Code of the State of California, which provides:



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

7 4.5 For purposes of this section 4, the terms "Plaintiff" and "Settling Defendants" are  
8 defined as follows. The term "Plaintiff" includes the Plaintiff as defined at paragraph 1.1 above,  
9 and also includes its subsidiaries, successors, and assigns and its directors, officers, agents,  
10 attorneys, representatives, and employees. The term "Settling Defendants" includes the Settling  
11 Defendants, as that term is defined in paragraph 1.2 above, and also includes their corporate  
12 affiliates, including any and all corporate parents and subsidiaries and their directors, officers,  
13 agents, attorneys, representatives, employees, licensors, heirs, predecessors, successors, and  
14 assigns, their suppliers, distributors and customers.

#### 15 5. ENFORCEMENT OF CONSENT JUDGMENT.

16 5.1 The Parties may, by motion or other application before this Court, and upon notice  
17 having been given to all Parties in accordance with paragraph 8 below, unless waived, enforce the  
18 terms and conditions of this Consent Judgment and seek whatever fines, costs, penalties, or  
19 remedies are provided by law. The prevailing party on any such motion or application shall be  
20 entitled to recover reasonable attorneys' fees and costs.

21 5.2 The Parties may enforce the terms and conditions of this Consent Judgment  
22 pursuant to paragraph 5.1 only after the complaining party has first given 30 days notice to the  
23 Party allegedly failing to comply with the terms and conditions of the Consent Judgment and has  
24 attempted, in an open and good faith manner, to resolve such party's alleged failure to comply.

#### 25 6. GOVERNING LAW.

26 6.1 The terms of this Consent Judgment shall be governed by, and construed in  
27 accordance with, the laws of the State of California.

28 6.2 The Parties have participated jointly in the preparation of this Consent Judgment  
and this Consent Judgment is the result of the joint efforts of the Parties. This Consent Judgment  
was subject to revision and modification by the Parties and has been accepted and approved as to

1 its final form by all Parties and their counsel. Accordingly, any uncertainty or ambiguity existing  
2 in this Consent Judgment shall not be interpreted against any party as a result of the manner in  
3 which this Consent Judgment was prepared. Each Party to this Consent Judgment agrees that any  
4 statute or rule of construction providing that ambiguities are to be resolved against the drafting  
5 party should not be employed in the interpretation of this Consent Judgment and, in this regard,  
6 the Parties hereby waive the application of California Civil Code Section 1654.

7 **7. ENTIRE AGREEMENT.**

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

19 **8. NOTICES.**

20 All notices or correspondence to be given pursuant to this Consent Judgment shall be in  
21 writing and shall be personally delivered or sent by first-class, registered, certified mail, overnight  
22 courier, and/or via facsimile transmission (with presentation of facsimile transmission  
23 confirmation) addressed to the Parties as follows:

24 For Plaintiff: Altshuler Berzon LLP  
25 Attn: Jonathan Weissglass  
26 1777 Post Street, Suite 200  
San Francisco, CA 94108

27 For Settling Defendants: Wendel, Rosen, Black & Dean LLP  
28 Attn: Daniel Rapaport  
1111 Broadway, 24<sup>th</sup> Floor  
Oakland, CA 94607

1 The contacts and/or addresses above may be amended by giving notice to all Parties to this  
2 Consent Judgment.

3 **9. COURT APPROVAL.**

4 The Court shall either approve or disapprove of this Consent Judgment in its entirety,  
5 without alteration, deletion or amendment, unless otherwise so stipulated by the Parties and their  
6 counsel. The Parties agree that they will fully support the approval of this Consent Judgment and  
7 that they will act in good faith to encourage its approval by the Court.

8 Plaintiff will prepare and file a motion to approve this consent Judgment in full, and shall  
9 take all reasonable measures to ensure that it is entered without delay. In the event that the Court  
10 declines to approve and order entry of the Consent Judgment without any change whatsoever, this  
11 Consent Judgment shall become null and void upon the election of either party and upon written  
12 notice to all of the Parties to the Action pursuant to the notice provisions herein (unless the Parties  
13 stipulate otherwise, in writing).

14 If the Court enters this Consent Judgment, Plaintiff shall, within 10 working days  
15 thereafter, electronically provide or otherwise serve a copy of it and the report required pursuant  
16 to 11 Cal. Code Regs. §3004 to/on the California Attorney General's Office.

17 **10. AUTHORIZATION.**

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

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11. COUNTERPARTS/FACSIMILE SIGNING.

This Consent Judgment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document. All signatures need not appear on the same page of the document and signature of the Parties transmitted by facsimile shall be deemed binding.

Dated: \_\_\_\_\_ CENTRAL GARDEN & PET COMPANY, INC.  
*Michael A. Reed*  
(Signature)  
MICHAEL A. REED  
(Name)  
EXECUTIVE VICE PRESIDENT  
(Title)

Dated: July 21, 2010 FARNAM COMPANIES, INC.  
*Harry G. Harrison*  
(Signature)  
Harry G. Harrison  
(Name)  
Assistant Secretary  
(Title)

Dated: \_\_\_\_\_ PETCO ANIMAL SUPPLIES STORES, INC.  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

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*Inventory Case  
Wash, Room, Black + Down LLP  
510 834 1978*

1 11. COUNTERPARTS/FACSIMILE SIGNING.

2 This Consent Judgment may be executed in one or more counterparts, each of which shall  
3 be deemed an original, and all of which, when taken together, shall constitute one and the same  
4 document. All signatures need not appear on the same page of the document and signature of the  
5 Parties transmitted by facsimile shall be deemed binding.

6 Dated: \_\_\_\_\_

CENTRAL GARDEN & PET COMPANY, INC.

7

8

\_\_\_\_\_  
(Signature)

9

\_\_\_\_\_  
(Name)

10

11

\_\_\_\_\_  
(Title)

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16 Dated: July 21, 2010

FARNAM COMPANIES, INC.

17

  
\_\_\_\_\_  
(Signature)

18

Barry G. Harrison  
\_\_\_\_\_  
(Name)

19

Assistant Secretary  
\_\_\_\_\_  
(Title)

20

21

22 Dated: \_\_\_\_\_

PETCO ANIMAL SUPPLIES STORES, INC.

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\_\_\_\_\_  
(Signature)

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Dated: \_\_\_\_\_ **CENTRAL GARDEN & PET COMPANY, INC.**  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

Dated: \_\_\_\_\_ **FARNAM COMPANIES, INC.**  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

Dated: August 11, 2012 **PETCO ANIMAL SUPPLIES STORES, INC.**  
Darragh J. Davis  
(Signature)  
DARRAGH J. DAVIS  
(Name)  
VP and General Counsel  
(Title)

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Dated: 7/19/2010

DRS. FOSTER & SMITH, INC.

John Powers  
(Signature)  
JOHN POWERS  
(Name)  
VICE PRESIDENT  
(Title)

Dated: \_\_\_\_\_

FINS, FURS & FEATHERS, INC. d/b/a/  
PETSTORE.COM

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

Dated: \_\_\_\_\_

RALPHS GROCERY COMPANY

\_\_\_\_\_  
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JEFFERS, INC.

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DRS. FOSTER & SMITH, INC.

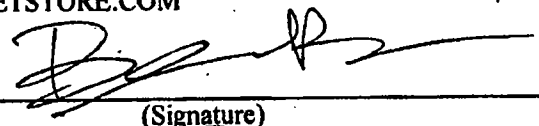
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(Title)

Dated: 8-3-2010

FINS, FURS & FEATHERS, INC. d/b/a/  
PETSTORE.COM

  
\_\_\_\_\_  
(Signature)

BENJAMIN ROS  
\_\_\_\_\_  
(Name)

DIRECTOR OF OPERATIONS  
\_\_\_\_\_  
(Title)

Dated: \_\_\_\_\_

RALPHS GROCERY COMPANY

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

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Dated: \_\_\_\_\_

JEFFERS, INC.

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DRS. FOSTER & SMITH, INC.

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(Signature)

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Dated: \_\_\_\_\_

FINS, FURS & FEATHERS, INC. d/b/a/  
PETSTORE.COM

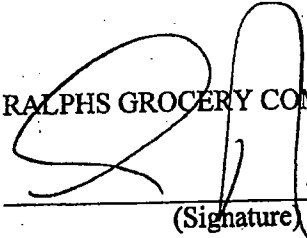
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(Title)

Dated: 7/23/10

RALPHS GROCERY COMPANY

  
\_\_\_\_\_  
(Signature)

**Steven J. Prough**  
Vice President and  
Assistant Secretary

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Dated: \_\_\_\_\_

JEFFERS, INC.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

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Dated: \_\_\_\_\_

DRS. FOSTER & SMITH, INC.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Dated: \_\_\_\_\_

FINS, FURS & FEATHERS, INC. d/b/a/  
PETSTORE.COM

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Dated: \_\_\_\_\_

RALPHS GROCERY COMPANY

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Dated: \_\_\_\_\_

JEFFERS, INC.

*Dorothy Jeffers*  
\_\_\_\_\_  
(Signature)

*Dorothy JEFFERS*  
\_\_\_\_\_  
(Name)

*Diene*  
\_\_\_\_\_  
(Title)

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Dated: 7/16/2010

KV VET SUPPLY, INC.

*Tracie A. Lloyd*  
(Signature)

Tracie A. Lloyd  
(Name)

General Manager  
(Title)

Dated: \_\_\_\_\_

LEE'S PET CLUB, INC. d/b/a PET CLUB STORES

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Dated: \_\_\_\_\_

RED CART MARKET, INC. d/b/a PET CLUB STORES

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Dated: \_\_\_\_\_

ORCHARD SUPPLY HARDWARE LLC

\_\_\_\_\_  
(Signature)

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Dated: \_\_\_\_\_

KV VET SUPPLY, INC.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Dated: 7.14.2010

LEE'S PET CLUB, INC. d/b/a PET CLUB STORES

*Tamm Lee*  
\_\_\_\_\_  
(Signature)

TAMM LEE  
\_\_\_\_\_  
(Name)

SECRETARY  
\_\_\_\_\_  
(Title)

Dated: 7.14.2010

RED CART MARKET, INC. d/b/a PET CLUB STORES

*Tamm Lee*  
\_\_\_\_\_  
(Signature)

TAMM LEE  
\_\_\_\_\_  
(Name)

VICE PRESIDENT  
\_\_\_\_\_  
(Title)

Dated: \_\_\_\_\_

ORCHARD SUPPLY HARDWARE LLC

\_\_\_\_\_  
(Signature)

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Dated: \_\_\_\_\_

KV VET SUPPLY, INC.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Dated: \_\_\_\_\_

LEE'S PET CLUB, INC. d/b/a PET CLUB STORES

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Dated: \_\_\_\_\_

RED CART MARKET, INC. d/b/a PET CLUB STORES

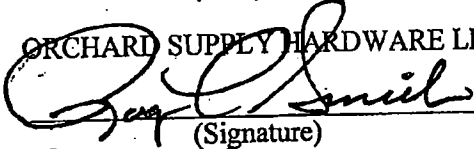
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\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Dated: 7/21/10

ORCHARD SUPPLY HARDWARE LLC

  
(Signature)

ROGER L. SMITH  
(Name)

VP REAL ESTATE, GEN'L COUNSEL  
(Title) & SECRETARY

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Dated: 7/15/2010

PET FOOD EXPRESS LTD

\_\_\_\_\_  
(Signature)  
Michael Levy  
\_\_\_\_\_  
(Name)  
President  
\_\_\_\_\_  
(Title)

Dated: \_\_\_\_\_

PETSMART INC.

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

Dated: \_\_\_\_\_

PETSMART STORE SUPPORT GROUP, INC.

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

Dated: \_\_\_\_\_

WELLMARK INTERNATIONAL, INC.

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

Dated: \_\_\_\_\_

NATURAL RESOURCES DEFENSE COUNCIL, INC.

\_\_\_\_\_  
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Dated: \_\_\_\_\_

PET FOOD EXPRESS LTD

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Dated: \_\_\_\_\_

PETSMART INC

*J. Dale Brunk*  
(Signature)

J. Dale Brunk  
(Name)

Vice President / Deputy Gen. Counsel  
(Title)

Dated: \_\_\_\_\_

PETSMART STORE SUPPORT GROUP, INC.

*J. Dale Brunk*  
(Signature)

J. Dale Brunk  
(Name)

Vice President / Deputy General Counsel  
(Title)

Dated: \_\_\_\_\_

WELLMARK INTERNATIONAL, INC.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Dated: \_\_\_\_\_

NATURAL RESOURCES DEFENSE COUNCIL,  
INC.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

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Dated: \_\_\_\_\_

PET FOOD EXPRESS LTD

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Dated: \_\_\_\_\_

PETSMART INC.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Dated: \_\_\_\_\_

PETSMART STORE SUPPORT GROUP, INC.

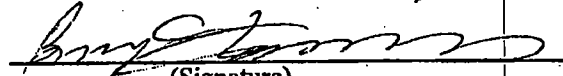
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(Name)

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(Title)

Dated: July 21, 2010

WELLMARK INTERNATIONAL, INC.

  
\_\_\_\_\_  
(Signature)

Barry G. Harrison

\_\_\_\_\_  
(Name)

Assistant Secretary

\_\_\_\_\_  
(Title)

Dated: \_\_\_\_\_

NATURAL RESOURCES DEFENSE COUNCIL,  
INC.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

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PET FOOD EXPRESS LTD

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PETSMART INC.

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12 Dated: \_\_\_\_\_

PETSMART STORE SUPPORT GROUP, INC.

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(Title)

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17 Dated: \_\_\_\_\_

WELLMARK INTERNATIONAL, INC.

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(Signature)

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(Name)

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(Title)

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22 Dated: July 26, 2010

NATURAL RESOURCES DEFENSE COUNCIL, INC.

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*Jim Blum*

(Signature)

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*Gina Solomon, MD, MPH*

(Name)

25

*Senior Scientist*

(Title)

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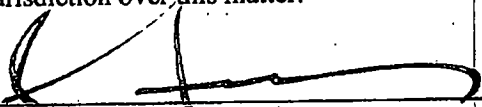
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**IT IS SO ORDERED:**

In accordance with the stipulation of Plaintiff and Settling Defendants, the Court hereby incorporates the terms of this Consent Judgment into this Order. If a party violates the provisions of this Consent Judgment, this Court retains jurisdiction over this matter.

Dated: DEC 14, 2010

  
\_\_\_\_\_  
Judge of the Superior Court