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6 Attorneys for Defendants
FORTUNE BRANDS HOME & SECURITY, INC.
7 MASTER LOCK COMPANY LLC

8 Clifford A. Chanler (State Bar No. 135534)
Gregory M. Sheffer (State Bar No. 173124)
9 THE CHANLER GROUP
81 Throckmorton Ave., Suite 202
10 Mill Valley, CA 94941
Telephone: 415.388.0911
11 Facsimile: 415.388.9911

12 Attorneys for Plaintiff
RUSSELL BRIMER

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 COUNTY OF SAN FRANCISCO

17 RUSSELL BRIMER,
18 Plaintiff,
19 v.
20 FORTUNE BRANDS HOME & SECURITY,
INC., MASTER LOCK COMPANY LLC, and
21 DOES 1-150,
22 Defendants.
23

FILED
San Francisco County Superior Court
JAN 09 2012
CLERK OF THE COURT
by [Signature] Deputy Clerk

Case No. CGC-11-513375

HK
[PROPOSED] JUDGMENT
PURSUANT TO TERMS OF CONSENT
TO JUDGMENT

Complaint Filed: August 16, 2011

28

1 In the above-entitled action, Plaintiff RUSSELL BRIMER and Defendants FORTUNE
2 BRANDS HOME & SECURITY, INC. and MASTER LOCK COMPANY LLC have agreed
3 through their respective counsel that judgment be entered pursuant to the terms of the Consent to
4 Judgment entered into by the parties and approved on January 9, 2012.

5 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that pursuant to Code of
6 Civil Procedure section 664.6, judgment is entered in accordance with the terms of the Consent to
7 Judgment, attached hereto as Exhibit A. By stipulation of the parties, the Court will retain
8 jurisdiction to enforce the settlement under Code of Civil Procedure § 664.6.

9
10 **IT IS SO ORDERED.**

11
12 Dated: 1/9/12

13 
14 _____
15 Judge of the San Francisco County Superior Court

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HAROLD KAHN

Exhibit 1

1 Clifford A. Chanler (State Bar No. 135534)
2 Gregory M. Sheffer (State Bar No. 173124)
3 THE CHANLER GROUP
4 81 Throckmorton Ave., Suite 202
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6 Telephone: 415.388.0911
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9 RUSSELL BRIMER

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF SAN FRANCISCO

12 RUSSELL BRIMER,

13 Plaintiff,

14 v.

15 FORTUNE BRANDS, INC., MASTER LOCK
16 COMPANY LLC, and DOES 1-150,

17 Defendants.

Case No. CGC-11-513375

UNLIMITED JURISDICTION

CONSENT TO JUDGMENT

Health & Safety Code § 25249.6

1 **1. INTRODUCTION**

2 **1.1 Parties**

3 This Consent To Judgment is entered into by and between Russell Brimer (hereinafter
4 “Brimer”) Fortune Brands, Inc. and Master Lock LLC (both Fortune Brands, Inc. and Master
5 Lock LLC shall hereafter collectively be referred to as “Fortune Brands” or “Defendants”), with
6 Brimer, Fortune Brands, Inc. and Master Lock LLC collectively referred to as the “Parties.”

7 **1.2 Russell Brimer**

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

11 **1.3 Fortune Brands and Master Lock LLC**

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

15 **1.4 General Allegations**

16 Brimer alleges that Fortune Brands has manufactured, distributed and/or sold into the
17 State of California, whether directly or indirectly, security storage bags made with materials
18 containing lead. Lead is listed pursuant to the Safe Drinking Water and Toxic Enforcement Act
19 of 1986, California Health & Safety Code §§25249.5 *et seq.* (“Proposition 65”), as a chemical
20 known to the State of California to be a reproductive toxicant. Lead shall be referred to herein as
21 the “Listed Chemical.”

22 **1.5 Product Description**

23 The products covered by this Consent To Judgment are Master Lock Storage Bags, 3
24 Pack, Style #67878, manufactured or caused to be manufactured by Defendants for sale in
25 California. Such products shall be referred to herein as the “Covered Products.”

26 **1.6 Notice of Violation**

27 On or about November 23, 2010, Brimer served Fortune Brands and various public
28 enforcement agencies with a document entitled “60-Day Notice of Violation” (the “Notice”)

1 alleging that Fortune Brands was in violation of California Health & Safety Code §25249.6 for
2 failing to warn consumers and customers that the Covered Products exposed users in California to
3 the Listed Chemical. As of the date of this Consent To Judgment, no public enforcer has
4 diligently prosecuted the allegations set forth in the Notice.

5 **1.7 Complaint**

6 On August 16, 2011, Brimer filed a complaint in the Superior Court in and for the County
7 of San Francisco against Defendants and Does 1 through 150, *Brimer v. Fortune Brands, Inc.,*
8 *Master Lock LLC, et al.* Case No. CGC-11-513375 (the “Action”), alleging violations of
9 California Health and Safety Code § 25249.6, based on the alleged exposures to the Listed
10 Chemical contained in the Covered Products.

11 **1.8 No Admission**

12 Defendants each deny the material factual and legal allegations contained in Brimer’s
13 Notice and the Action, and maintain that all products that they have sold and distributed in
14 California, including the Covered Products, have been and are in compliance with all laws.
15 Nothing in this Consent To Judgment shall be construed as an admission by Defendants of any
16 fact, finding, issue of law, or violation of law; nor shall compliance with this Consent To
17 Judgment constitute or be construed as an admission by Defendants of any fact, finding,
18 conclusion, issue of law, or violation of law, such being specifically denied by Defendants.
19 However, this section shall not diminish or otherwise affect the obligations, responsibilities and
20 duties of Defendants under this Consent To Judgment.

21 **1.9 Consent to Jurisdiction**

22 For purposes of this Consent To Judgment only, the Parties stipulate that this Court has
23 jurisdiction over Fortune Brands as to the allegations contained in the Complaint, that venue is
24 proper in the County of San Francisco and that this Court has jurisdiction to enter and enforce the
25 provisions of this Consent To Judgment.

26 **1.10 Effective Date**

27 For purposes of this Consent To Judgment, the term “Effective Date” shall mean June 15,
28 2011.

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

2 **2.1 Reformulation Commitment**

3 As of the Effective Date, Defendants shall only manufacture, purchase or distribute, or
4 cause to be manufactured, purchased or distributed, Covered Products that are Lead Free, as set
5 forth below.

6 For purposes of this Consent To Judgment, “Lead Free” products shall mean Covered
7 Products containing materials on any outer surface of the exterior or interior of the Covered
8 Product that may be handled, touched or mouthed by a consumer, and which surface materials
9 each yield less than 1.0 microgram of lead when using a wipe test pursuant to NIOSH Test
10 Method 9100 and each yield less than 300 parts per million (“ppm”) lead when such surface
11 material is analyzed pursuant to EPA testing methodologies 3050B and 6010B, or equivalent
12 methodologies utilized by Federal or State agencies for the purpose of determining lead content in
13 a solid substance.

14 **2.2 Existing Product Warnings**

15 As to all Covered Products in the possession, custody or control of Defendants that are not
16 Lead Free, Defendants shall not sell, ship or otherwise distribute any Covered Products unless
17 each such Covered Product, or each such shipment or distribution of Covered Products, includes a
18 number of hang tags or self-adhesive stickers, equal to 120% the number of Covered Products
19 being shipped or distributed, each of a dimension no less than 2 in. x 4 in., that contain the
20 following printed language:

21 **WARNING: This product is made with**
22 **materials containing lead, a chemical**
23 **known to the state of California to cause**
 birth defects or other reproductive harm.

24 Each such shipment or distribution of Covered Products under this Section must also
25 include a letter, attached to the shipping label or invoice for such shipment that includes the
26 wording and format as that contained in Exhibit A to this Consent To Judgment.

1 **2.3 Warnings For Catalog or Internet Product Description.**

2 As of the Effective Date, and until all Covered Products sold by Defendants are Lead
3 Free, any description of any Covered Product in any catalog, Internet or other written medium
4 created, controlled or authorized by either Defendant, Defendants shall provide a warning
5 statement along with the description or representation of the Covered Product. Warnings given in
6 any catalog or on any Internet website shall identify the specific Product to which the warning
7 applies as further specified in sub sections (a) and (b) below.

8 **(a) Catalog Warning.** Any warning provided in a catalog must be in the same
9 type size or larger than the Covered Product description text within the catalog. The following
10 warning shall be provided on the same page and in the same location as each display of the
11 Covered Products:

12 **WARNING: This product contains**
13 **lead, a chemical known to the state of**
14 **California to cause birth defects or other**
 reproductive harm

15 Where it is impracticable to provide the warning on the same page and in the same
16 location as the display of the Covered Product, Defendants may utilize a designated symbol (▼)
17 to cross reference the applicable warning and shall define the term “designated symbol” with the
18 following language on the inside of the front cover of the catalog and on the same page as any
19 order form for the Covered Product(s):

20 **WARNING: Certain products identified**
21 **with this symbol ▼ and offered for sale in**
22 **this catalog contain LEAD a chemical**
23 **known to the State of California to cause**
 birth defects and other reproductive
 harm.

24 The designated symbol must appear on the same page and in close proximity to the
25 display or description of the Covered Product on such page. On each page where the designated
26 symbol appears, Defendants must provide a reference directing the consumer to the warning
27 language and definition of the designated symbol.

28

1 (b) **Internet Website Warning.** A warning may be given in conjunction with
2 the sale or description of the Covered Product via the Internet, provided that the designated
3 symbol (▼) appears adjacent to or immediately following the image, description, or price of any
4 Covered Product for which a warning is being given, provided that the following warning
5 statement also appears elsewhere on the same web page, as follows:

6 **WARNING: Products identified on this**
7 **page with this symbol ▼ contain LEAD a**
8 **chemical known to the State of California**
9 **to cause birth defects and other**
10 **reproductive harm.**

9 **3. MONETARY PAYMENTS**

10 **3.1 Civil Penalty Payment Pursuant To Health & Safety Code § 25249.7(b)**

11 Defendants shall pay \$8,500.00 in civil penalties to be apportioned in accordance with
12 California Health & Safety Code §25249.12, subdivisions (c)(1) and (d), with 75% of these funds
13 earmarked for the State of California’s Office of Environmental Health Hazard Assessment
14 (“OEHHA”) and the remaining 25% of these penalty monies earmarked for Brimer

15 **3.2 Civil Penalty Augmentation**

16 If within three (3) months of the Effective Date, plaintiff discovers and presents to
17 Defendants evidence that the Covered Products have been sold in any retail store in California not
18 identified by Defendants to Plaintiff prior to execution of this Consent To Judgment, or in a retail
19 store identified by Defendants but in sales volumes materially different than those identified by
20 Defendants prior to execution of this Consent To Judgment, then Defendants shall be jointly and
21 severally liable for an additional penalty amount of \$100 per quantity of Covered Product sold
22 prior to execution of this Agreement but not identified by Defendants to plaintiff.

23 In order for plaintiff to assert any claim against Fortune Brands under this Section, Brimer
24 agrees to provide Fortune Brands and their counsel with a written notice of materially different
25 sales, including identification of all evidence supporting a determination of materially different
26 relevant sales, and a demand for such claimed additional penalties and attorney fees under this
27 Section. After service of such demand, Fortune Brands shall have thirty (30) days to either (1)
28 demonstrate that any alleged material differences discovered by plaintiff were the result of a good

1 faith mistake by Fortune Brands or (2) agree to the amount fees and penalties owing by Fortune
2 Brands and submit such payment to Brimer in accordance with the method of payment of
3 penalties and fees identified in Sections 3.1 and 4.

4 Should this thirty (30) day period pass without any good faith determination or other
5 resolution between the parties, or payment of claimed or negotiated additional penalties and fees,
6 Brimer shall be entitled to pursue any and all available remedies at law. Should Brimer prevail in
7 any dispute or other proceeding arising under this Section 3.2, Brimer shall be entitled to be
8 awarded all reasonable attorney fees and costs arising out of identification and collection of
9 penalties pursuant to this Section

10 **3.3 Optional Civil Penalty Reductions**

11 Defendants may reduce their penalty obligation in Section 3.1 by agreeing to perform and
12 performing any or all of the following commitments:

13 (a) Defendants may realize a \$2,000.00 reduction in the total penalty amount
14 due under Section 3.1 above if each Defendant agrees, by express, written confirmation, from a
15 director officer or manager who is duly authorized to make such representations on Defendant's
16 behalf, served upon Brimer by November 15, 2011, Consent To Judgment, that such Defendant
17 has issued a written letter (electronic or otherwise) notice to (1) each California retail store or
18 establishment to which it supplied any Covered Products within one year prior to the Effective
19 Date (for any chain stores, such notice shall be sent to each individual store), (2) any business
20 entity for which Defendant shipped Covered Products inside the State of California, (3) any other
21 business entity to which Defendants sold or distributed Covered Products and which entity
22 Defendants is reasonably aware of having sold any Covered Product in California within one year
23 prior to the Effective Date and (4) any other business entity to which Defendants sold or
24 distributed Covered Products, within one year prior to the Effective Date, and which entity
25 Defendant is reasonably aware of having made any Covered Product available for sale through a
26 web-based store, portal or other internet connected electronic method, that identifies the Covered
27 Product, advises the recipient that each such Covered Product "is made with materials that
28 contain lead, a chemical known to the State of California to cause birth defects and other

1 reproductive harm”, and requests such recipient to either label the Covered Product with the
2 product label identified in Section 2.2 or to return the Covered Product to Defendant at
3 Defendant’s sole expense. Defendants shall maintain records of all compliance correspondence
4 or other communication generated pursuant to this Section for two (2) years from the Effective
5 Date and shall produce copies of such records upon written request by Brimer.

6 (b) Defendants may realize a \$2,000.00 reduction in the total penalty amount
7 due under Section 3.1 above if each Defendant agrees, by express, written confirmation from a
8 director, officer or manager who is duly authorized to make such representations on Defendant’s
9 behalf, served upon Brimer by November 15, 2011, that the term “Lead Free” Products in Section
10 2.1 shall mean Covered Products containing materials on the exterior surface of the Covered
11 Product that may be handled, touched or mouthed by a consumer, and which surface materials
12 each yield less than 1.0 microgram of lead when using a wipe test pursuant to NIOSH Test
13 Method 9100 and each yield less than 100 parts per million (“ppm”) lead when analyzed pursuant
14 to EPA testing methodologies 3050B and 6010B, or equivalent methodologies utilized by federal
15 or state agencies for the purpose of determining lead content in a solid substance.

16 3.4 Reimbursement of Plaintiff’s Fees And Costs

17 The Parties acknowledge that Brimer and his counsel offered to resolve this dispute
18 without reaching terms on the amount of fees and costs to be reimbursed to them, thereby
19 leaving this fee issue to be resolved after the material terms of the agreement had been settled.
20 Defendants then expressed a desire to resolve the fee and cost issue shortly after the other
21 settlement terms had been finalized. The Parties then attempted to (and did) reach an accord on
22 the compensation due to Brimer and his counsel under general contract principles and the private
23 attorney general doctrine codified at California Code of Civil Procedure section 1021.5, for all
24 work performed in this matter, except fees that may be incurred on appeal. Under these legal
25 principles, Defendants shall pay the amount of \$31,750.00 for fees and costs incurred
26 investigating, litigating and enforcing this matter, including the fees and costs incurred (and
27 yet to be incurred) negotiating, drafting, and obtaining the Court’s approval of this Consent
28 Judgment in the public interest.

1 **3.5 Payment Procedures**

2 **3.5.1 Funds Held In Trust:** All payments required by Sections 3.1 through 3.4
3 shall delivered on or before November 15, 2011, to either The Chanler Group or the attorney of
4 record for the Defendants, and shall be held in trust pending the Court’s approval of this Consent
5 Judgment.

6 Payments delivered to The Chanler Group shall be made payable, as follows:

- 7 (a) One check made payable to “The Chanler Group in Trust for
8 OEHHA” in the amount of \$6,375.00 (or 75% of any net penalty
9 reduced pursuant to Section 3.3);
- 10 (b) One check made payable to “The Chanler Group in Trust for
11 Brimer” in the amount of \$2,125.00 (or 25% of any net penalty
12 reduced pursuant to Section 3.3); and
- 13 (c) One check made payable to “The Chanler Group in Trust” in the
14 amount of \$31,750.00.

15 Payments delivered to Morrison & Foerster LLP shall be made payable, as
16 follows:

- 17 (a) One check made payable to “Morrison & Foerster LLP in Trust for
18 OEHHA” in the amount of \$6,375.00 (or 75% of any net penalty reduced
19 pursuant to Section 3.3);
- 20 (b) One check made payable to “Morrison & Foerster LLP in Trust for
21 Brimer” in the amount of \$2,125.00 (or 25% of any net penalty reduced
22 pursuant to Section 3.3); and
- 23 (c) One check made payable to “Morrison & Foerster LLP” in Trust
24 for The Chanler Group” in the amount of \$31,750.00.

25 If Defendants elect to deliver payments to its attorney of record, the attorney of record
26 shall confirm, in writing within five days of deposit, that the funds have been deposited in a trust
27 account.

28

1 Within two days of the date of the hearing on which the Court approves the Consent
2 Judgment, the payments being held in trust by the attorney of record for the Defendants shall be
3 delivered to The Chanler Group in three separate checks payable, as follows:

4 (a) One check made payable to “The Chanler Group in Trust for
5 OEHHA” in the amount of \$6,375.00 (or 75% of any net penalty reduced
6 pursuant to Section 3.3);

7 (b) One check to “The Chanler Group in Trust for Brimer” in the
8 amount of \$2,125.00 (or 25% of any net penalty reduced pursuant to
9 Section 3.3); and

10 (c) One check to “The Chanler Group” in the amount of \$31,750.00.

11 **3.5.2 Issuance of 1099 Forms.** After the Consent Judgment has been approved
12 and the settlement funds have been transmitted to plaintiff’s counsel, Defendants shall issue
13 three separate 1099 forms, as follows:

14 (a) The first 1099 shall be issued to the Office of Environmental Health
15 Hazard Assessment, P.O. Box 4010, Sacramento, CA 95814 (EIN: 68-0284486) in the amount
16 of \$6,375.00 (or 75% of any net penalty reduced pursuant to Section 3.3);

17 (b) The second 1099 shall be issued to Brimer in the amount of \$2,125.00 (or
18 25% of any net penalty reduced pursuant to Section 3.3), whose address and tax identification
19 number shall be furnished upon request; and

20 (c) The third 1099 shall be issued to The Chanler Group (EIN: 94-3171522)
21 in the amount of \$31,750.00.

22 **3.5.3 Payment Address:** All payments to the Chanler Group shall be delivered
23 to the following payment address:

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

1 **4. RELEASE OF ALL CLAIMS**

2 **4.1 Release of Defendants and Downstream Customers**

3 In further consideration of the promises and agreements herein contained, and for the
4 payments to be made pursuant to Sections 3 and 4 above, and excepting any claim, agreement,
5 penalty, fee or cost to be agreed or assessed under Section 3.2, Brimer, on behalf of himself, his
6 past and current agents, representatives, attorneys, successors and/or assignees, and in the interest
7 of the general public, hereby waives all rights to institute or participate in, directly or indirectly,
8 any form of legal action and releases all claims, including, without limitation, all actions, and
9 causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines,
10 penalties, losses or expenses (including, but not limited to, investigation fees, expert fees and
11 attorneys' fees), of any nature whatsoever, arising out of Brimer's November 23, 2010, 60-Day
12 Notice of Violation (collectively "Claims"), against Defendants and each of their downstream
13 distributors, wholesalers, licensors, licensees, auctioneers, retailers, franchisees, dealers,
14 customers, owners, purchasers, users, parent companies, corporate affiliates, subsidiaries, and
15 their respective officers, directors, attorneys, representatives, shareholders, agents, and
16 employees, and sister and parent entities (collectively "Releasees").

17 This release is expressly limited to those claims that arise under Proposition 65, as such
18 claims relate to Defendants' alleged failure to warn about exposures to or identification of the
19 Listed Chemical contained in the Covered Products and as such claims are identified in the
20 Proposition 65 60-Day Notice to Defendants and to the extent that any alleged violations occur no
21 later than thirty (30) days after the Effective Date. This Release does not release any person,
22 party or entity from any liability for any violation of Proposition 65 regarding the Covered
23 Products that occurs more than thirty (30) days after the Effective Date.

24 The Parties further understand and agree that this release shall not extend upstream to any
25 entities, other than Defendants, that manufactured the Covered Products or any component parts
26 thereof, or any distributors or suppliers who sold the Covered Products or any component parts
27 thereof to Defendants.

1 **4.2 Defendants' Release of Brimer**

2 Defendants waive any and all claims against Brimer, his attorneys and other
3 representatives, for any and all actions taken or statements made (or those that could have been
4 taken or made) by Brimer and his attorneys and other representatives, whether in the course of
5 investigating claims or otherwise seeking enforcement of Proposition 65 against Defendant in this
6 matter, and/or with respect to the Covered Products.

7 **4.3 Compliance with Proposition 65**

8 Compliance with the terms of this Consent To Judgment constitutes compliance with
9 Proposition 65 with respect to the Listed Chemical in the Covered Products based on the facts and
10 circumstances of this case.

11 **5. COURT APPROVAL**

12 This Consent To Judgment must be approved and entered by the Court and shall be null
13 and void if, for any reason, it is not approved and entered by the Court within one year after it has
14 been fully executed by all Parties.

15 **6. SEVERABILITY**

16 If, subsequent to the execution of this Consent To Judgment, any of the provisions of this
17 Consent To Judgment are held by a court to be unenforceable, the validity of the enforceable
18 provisions remaining shall not be adversely affected.

19 **7. GOVERNING LAW**

20 This Consent To Judgment shall be governed by the laws of the State of California and
21 apply within the State of California. In the event that Proposition 65 is repealed or is otherwise
22 rendered inapplicable by reason of law generally, or as to the Covered Products, then Defendants
23 shall provide written notice to Brimer of any asserted change in the law, and shall have no further
24 obligations pursuant to this Consent To Judgment with respect to, and to the extent that, the
25 Covered Products are so affected.

26 **8. NOTICES**

27 Unless specified herein, all correspondence and notices required to be provided pursuant
28 to this Consent To Judgment shall be in writing and personally delivered or sent by: (i) first-class,

1 (registered or certified mail) return receipt requested; or (ii) overnight courier on any party by the
2 other party at the following addresses:

3 For Fortune Brands:

4 Bruce Carbonari, President
5 Fortune Brands, Inc.
6 520 Lake Cook Road
7 Deerfield, IL 60015

8 For Master Lock LLC:

9 John Heppner, President
10 Master Lock Company LLC
11 137 West Forest Hill Avenue
12 Oak Creek, WI 53154

13 With a copy to:

14 Michael Jacob Steel, Esq.
15 Morrison Foerster LLP
16 425 Market Street
17 San Francisco, CA 94105-2482

18 For Brimer:

19 Proposition 65 Coordinator
20 The Chanler Group
21 2560 Ninth Street
22 Parker Plaza, Suite 214
23 Berkeley, CA 94710-2565

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

26 **9. COUNTERPARTS; FACSIMILE SIGNATURES**

27 This Consent To Judgment may be executed in counterparts and by facsimile or PDF,
28 each of which shall be deemed an original, and all of which, when taken together, shall constitute
one and the same document.

10. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(F)

Brimer agrees to comply with the reporting form requirements referenced in Health &
Safety Code § 25249.7(f).

1 **11. ADDITIONAL POST-EXECUTION ACTIVITIES**

2 Brimer and Defendants agree to mutually employ their, and their counsel's, reasonable
3 best efforts to support the entry of this agreement as a Consent To Judgment and obtain approval
4 of the Consent To Judgment by the Court in a timely manner. The Parties acknowledge that,
5 pursuant to California Health and Safety Code section 25249.7, a noticed motion is required to
6 obtain judicial approval of this Consent To Judgment, which Defendants shall draft and file, and
7 which neither Plaintiff nor Defendants shall oppose. Plaintiff shall provide Defendants with a
8 declaration from plaintiff's counsel setting forth the basic factual information supporting approval
9 of this Consent To Judgment and Defendants shall provide complete versions of all draft
10 documents including, but not limited to, the notice, memorandum of points and authorities,
11 proposed order approving Consent To Judgment, proposed Judgment upon Consent to Judgment
12 and any related papers to Brimer no later than October 28, 2011. Should Defendants fail to
13 timely or satisfactorily provide such fully drafted pleadings to plaintiff by October 28, 2011,
14 Defendants agree to reimburse plaintiff's counsel for any reasonable fees and costs caused by
15 such delay or lack of satisfactory pleading preparation. If any third party objection to the noticed
16 motion is filed, Brimer and Defendants shall work together to file a joint reply and appear at any
17 hearing before the Court. If the Superior Court does not approve the motion to approve this
18 Consent To Judgment, and the Parties choose not to pursue a modified Consent To Judgment
19 within 30 days of said denial, all payments made by Defendants shall be immediately returned to
20 Defendants. Should the Superior Court approve this Consent To Judgment and any person
21 successfully appeals that approval, upon remittitur, all payments made pursuant to this Consent
22 To Judgment will be returned to Defendants.

23 **12. MODIFICATION**

24 This Consent To Judgment may be modified only by a written agreement of the Parties.

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13. AUTHORIZATION

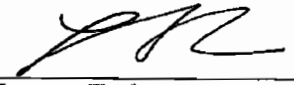
The undersigned are authorized to execute this Consent To Judgment on behalf of their respective Parties and have read, understood and agree to all of the terms and conditions of this Consent to Judgment.

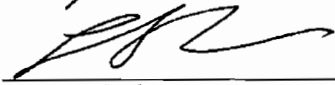
AGREED TO:

AGREED TO:

Date: 11/4/11


Date: 11/4/11

By: 
Lauren Tashma
Senior Vice President,
General Counsel, and Secretary
Fortune Brands Home & Security, Inc.

By: 
Lauren Tashma
Secretary
Master Lock Company LLC

AGREED TO:

Date: 11-7-11

By: 
Russell Brimer

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EXHIBIT A

Re: California Proposition 65 Warning For Master Lock Storage Bags

Dear Customer:

Certain products contained in this shipment are made with materials containing lead. These products are described as follows:

Master Lock Storage Bags, 3 Pack, Style #67878

To comply with California's Proposition 65 (H&S Code §§25249.6, et seq.), these products may not be sold in California without inclusion of a clear and reasonable warning regarding lead. As part of a legal settlement we have reached regarding the duty to include such warnings with the sale of the Products, we are enclosing with this Order a sufficient number of approved Proposition 65 warnings.

If you are selling these products to a consumer in California, these warnings must be attached to, or otherwise accompany your sale of this product in such a manner as to make it reasonably likely to be seen and read by a consumer before purchase or use. If you are selling to a California distributor, California retailer or other entity that you reasonably believe will sell or distribute these products in California, you must accompany shipment of the products with a sufficient number of the enclosed warnings and a copy of this letter.

Your failure to provide warnings with the products as outlined above may subject you to liability for penalties, injunctive relief and attorneys fees and costs under Proposition 65.