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8 Attorneys for Defendants
9 SMOKEHOUSE PRODUCTS, LLC,
10 SMOKEHOUSE PRODUCTS, INC. and
11 BEAR MOUNTAIN FOREST PRODUCTS, INC.

FILED
San Francisco County Superior Court

JAN 19 2017

CLERK OF THE COURT
BY: *[Signature]*
Deputy Clerk

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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

11 ERIKA MCCARTNEY, in the public interest,)
12 Plaintiff,)

13 v.)

14 SMOKEHOUSE PRODUCTS, LLC, an Oregon)
15 limited liability company; SMOKEHOUSE)
16 PRODUCTS, INC., a corporation; BEAR)
17 MOUNTAIN FOREST PRODUCTS, INC., a)
18 corporation; and DOES 1 through 500, inclusive,)
19 Defendants.)

CIVIL ACTION NO. CGC-15-548091

STIPULATED CONSENT JUDGMENT

INTRODUCTION

21 Plaintiff Erika McCartney ("Plaintiff"), individually, in the public interest and on behalf of
22 the public pursuant to, among other things, California Health & Safety Code § 25249.5 *et seq.*
23 ("Proposition 65"), and Defendants Smokehouse Products, LLC, Smokehouse Products, Inc. and
24 Bear Mountain Forest Products, Inc. (collectively "Defendants"), enter into this Stipulated Consent
25 Judgment to resolve all of the allegations and claims set forth in the First Amended Complaint filed
26 by Plaintiff in the above-captioned case. Plaintiff and Defendants are sometimes referred to herein
27 collectively as the Parties, and individually as a Party.

1 **SETTLEMENT PAYMENT**

2 9. Within 30 days of the later to occur of (a) entry by the Court of this Consent
3 Judgment, or (b) receipt by Defendants of Plaintiff's W-9 and payment instructions, Defendants
4 shall pay to Plaintiff a combined total of \$120,000.00 (ONE HUNDRED TWENTY THOUSAND
5 DOLLARS) ("Settlement Amount"), inclusive of all damages, penalties, fines, expenses, costs and
6 fees, including attorney fees. The Settlement Amount shall be allocated as amounts paid by
7 Defendants, and shall be allocated between damages, penalties, fines, expenses, costs and fees,
8 including attorney fees, as follows:

9 (a) \$42,500 in satisfaction of all claims for fines, penalties or other amounts pursuant to
10 Health and Safety Code section 25249.7; and

11 (b) \$77,500 in satisfaction of Plaintiff's claims for attorneys' fees, costs and expenses.

12 10. Within 5 days of payment of the Settlement Amount, Plaintiff shall file a Satisfaction
13 of Judgment in the above-captioned action in a form acceptable to Defendants.

14 **OTHER PROVISIONS**

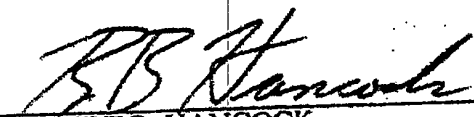
15 11. This Consent Judgment may be executed in counterparts, which taken together shall
16 be deemed to constitute one and the same document.

17 **IT IS SO STIPULATED.**

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19 Dated: October 5, 2016

PACIFIC JUSTICE CENTER

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22 By:

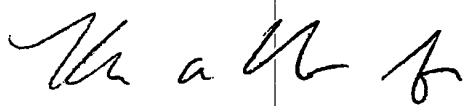

ROBERT B. HANCOCK

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24 Attorneys for Plaintiff
ERIKA MCCARTNEY, individually and
25 in the public interest
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Dated: October 6, 2016

SHOOK, HARDY & BACON L.L.P.

By: 
RANDALL D. HAIMOVICI

Attorneys for Defendants
SMOKEHOUSE PRODUCTS, LLC,
SMOKEHOUSE PRODUCTS, INC. and
BEAR MOUNTAIN FOREST
PRODUCTS, INC.

IT IS SO ORDERED.

Dated: 1/19/17


JUDGE OF THE SUPERIOR COURT

HAROLD KAHN