



\*14157405\*

1 Evan J. Smith, Esquire (SBN 242352)  
Ryan P. Cardona, Esquire (SBN 302113)  
2 BRODSKY & SMITH, LLC  
9595 Wilshire Blvd., Ste. 900  
3 Beverly Hills, CA 90212  
Telephone: (877) 534-2590  
4 Facsimile: (310) 247-0160

5 *Attorneys for Plaintiffs*

**FILED**  
**ALAMEDA COUNTY**

JUN 14 2016

CLERK OF THE SUPERIOR COURT  
By Debbie Sheets  
Deputy

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF ALAMEDA

10 ANTHONY FERREIRO and GABRIEL  
ESPINOSA,

11 Plaintiffs,

12 vs.

13 ACE HARDWARE CORP., and  
SHEPHERD HARDWARE PRODUCTS,  
14 LLC,

15 Defendants.

Case No. RG16803636

~~[PROPOSED] ORDER APPROVING  
PROPOSITION 65 SETTLEMENT AND  
[PROPOSED] CONSENT JUDGMENT~~

Judge: Frank Roesch

Dept.: 24

Hearing Date: June 14, 2015

Hearing Time: 3:45 p.m.

Reservation No.: R-1734977

19  
20 Plaintiffs Anthony Ferreiro and Gabriel Espinosa ("Plaintiffs") and Defendants Ace  
21 Hardware Corp. ("ACE") and Shepherd Hardware Products, LLC ("Shepherd") (collectively,  
22 "Defendants") have agreed to the terms of the settlement memorialized in the [Proposed]  
23 Consent Judgment ("Consent Judgment") attached as Exhibit A to the Declaration of Evan J.  
24 Smith in Support of Motion to Approve Proposition 65 Settlement and Consent Judgment lodged  
25 herewith, and Plaintiffs have moved this Court for an Order approving the settlement.

26 After consideration of the papers submitted and the arguments presented, the Court finds  
27 that the settlement agreement set forth in the Consent Judgment meets the criteria established by  
28 California Health & Safety Code § 25249.7(f)(4), in that:

~~[PROPOSED] ORDER APPROVING PROPOSITION 65 SETTLEMENT AND [PROPOSED]  
- 1 -  
CONSENT JUDGMENT~~

**BY FAX**

*Rec'd*  
MAY 06 2016

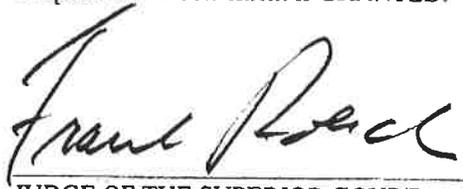
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1. The injunctive relief required by the Consent Judgment complies with Proposition 65;
2. The reimbursement of fees and costs provided by the Consent Judgment is reasonable under California law; and
3. The civil penalty amount to be paid pursuant to the Consent Judgment is reasonable.

Accordingly, the Motion for Approval of the Proposition 65 Settlement is GRANTED.

**IT IS SO ORDERED.**

Dated: June 14, 2016



JUDGE OF THE SUPERIOR COURT  
**FRANK ROESCH**





\*14157401\*

1 Evan J. Smith, Esquire (SBN 242352)  
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8 *Attorneys for Plaintiff*

**FILED**  
**ALAMEDA COUNTY**

JUN 14 2016

CLERK OF THE SUPERIOR COURT  
By Debbie Sheets  
Deputy

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF ALAMEDA

11 ANTHONY FERREIRO and GABRIEL  
12 ESPINOSA,

13 Plaintiffs,

14 vs.

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16 ACE HARDWARE CORP., and  
17 SHEPHERD HARDWARE PRODUCTS,  
18 LLC.

19 Defendants.

Case No.: RG16803636

~~PROPOSED~~ CONSENT JUDGEMENT

Judge: Frank Roesch

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1           **1.     Introduction**

2           1.1     On May 21, 2015, Anthony Ferreiro (“Ferreiro”) served Ace Hardware Corp.  
3 (“Ace”), and various public enforcement agencies with documents (AG Number 2015-00444  
4 (Vinyl Tips) and AG Number 2015-00452 (Connectors) entitled “Notice of Violation of  
5 California Health & Safety Code § 25249.6, *et seq.*” (the “May 21<sup>st</sup> Notices”). The May 21<sup>st</sup>  
6 Notices provided Ace and such others, including public enforcers, with notice that alleged that  
7 Ace was in purported violation of California Health & Safety Code § 25249.6 (“Proposition 65”)  
8 for failing to warn consumers and customers that certain floor protection products including a)  
9 Ace Vinyl Tips, UPC No. 0 82901 02398 2 (“Ace Vinyl Tips”), distributed by Shepherd  
10 Hardware Products, LLC (“Shepherd”) exposed users in California to the chemicals Di(2-  
11 ethylhexyl) phthalate (DEHP) and Diisononyl phthalate (DINP) and that Ace Washing Machine  
12 Connectors, ¾” x ¾”, UPC No. 0 82901 03924 2 (“Ace Washing Machine Connectors”) exposed  
13 users in California to DEHP. No public enforcer has diligently prosecuted the allegations set  
14 forth in the May 21<sup>st</sup> Notices.

15           1.2     On September 21, 2015, Gabriel Espinosa (“Espinosa”) served Shepherd  
16 Hardware Products, Inc., Shepherd, Anawalt Lumber & Materials Co. (“Anawalt Lumber”), and  
17 various public enforcement agencies with a document entitled (AG Number 2015-00983) “Notice  
18 of Violation of California Health & Safety Code § 25249.6, *et seq.*” (the “September 21<sup>st</sup>  
19 Notice”). The September 21<sup>st</sup> Notice provided Shepherd and such others, including public  
20 enforcers, with notice that alleged that Shepherd was in purported violation of Proposition 65 for  
21 failing to warn consumers and customers that certain floor protection products including ½” Hi-  
22 Vinyl Leg Tips, UPC No. 0 39003 19205 4 (“Hi Vinyl Leg”), exposed users in California to the  
23 chemicals DEHP and DINP. No public enforcer has diligently prosecuted the allegations set forth  
24 in the September 21<sup>st</sup> Notice.

25           1.3     Espinosa and Ferreiro are collectively referred to herein as “Plaintiffs.” Ace and  
26 Shepherd are collectively referred to herein as “Defendants.” Together, Plaintiffs and Defendants  
27 are referred to herein as, the “Parties.”

28           1.4     The May 21<sup>st</sup> Notices and the September 21<sup>st</sup> Notice are collectively referred to as,

1 the "Notice."

2 1.5 Shepherd floor protection products, including but not limited to Ace Vinyl Tips  
3 and Hi Vinyl Leg Tips, and the Ace Washing Machine Connectors are collectively referred to  
4 herein as, the "Products."

5 1.6 On February 11, 2016, Plaintiffs filed a Complaint for Civil Penalties and  
6 Injunctive Relief ("Complaint") in the Alameda County Superior Court (the "Court"), Case No.  
7 RG16803636, against Defendants, alleging violations of Proposition 65 with respect to the  
8 Products (the "Action").

9 1.7 Defendants are each a corporation that employs more than ten persons under  
10 California Health and Safety Code §25249.6 and offered the Products for sale within the State of  
11 California.

12 1.8 Plaintiffs' Complaint alleges, among other things, that Defendants sold the  
13 Products in California and/or to California citizens, that the Products contain DEHP and DINP (or  
14 just DEHP in the instance of the Washing Machine Connectors), and that the resulting exposure  
15 violated provisions of Proposition 65, by knowingly and intentionally exposing persons to  
16 chemicals known to the State of California to cause cancer, birth defects or other reproductive  
17 harm, without first providing a clear and reasonable warning to such individuals.

18 1.9 For purposes of this Consent Judgment only, the Parties stipulate that this Court  
19 has jurisdiction over the allegations of violations contained in the Complaint and personal  
20 jurisdiction over Defendants as to the acts alleged in the Complaint, that venue is proper in the  
21 County of Alameda, and that this Court has jurisdiction to enter this Consent Judgment as a  
22 resolution of the allegations contained in the Complaint.

23 1.10 The Parties enter into this Consent Judgment pursuant to a full settlement and  
24 release of disputed claims between the Parties as alleged in the Complaint for the purpose of  
25 avoiding prolonged litigation. By execution of this Consent Judgment, Defendants do not admit  
26 any violation of Proposition 65 and specifically deny that they have committed any such  
27 violation. Nothing in this Consent Judgment shall be construed as an admission by Defendants of  
28 any fact, issue of law, or violation of law, nor shall compliance with the Consent Judgment

1 constitute or be construed as an admission by Defendants of any fact, issue of law, or violation of  
2 law. Nothing in this Consent Judgment shall prejudice, waive, or impair any right, remedy or  
3 defense that Defendants may have in any other future legal proceeding. However, this paragraph  
4 shall not diminish or otherwise affect the obligations, responsibilities and duties of Defendants  
5 under this Consent Judgment.

6 1.12 For purposes of this Consent Judgment, the term "Effective Date" shall mean the  
7 date that the Consent Judgment is entered by the Court.

8 **2. Injunctive Relief**

9 2.1 Commencing on December 31, 2016, and continuing thereafter, Defendants shall  
10 only ship, sell, or offer for sale in California, reformulated Products pursuant to Section 2.2 or  
11 Products that are labeled with a clear and reasonable warning pursuant to Section 2.3. Defendants  
12 and their downstream retailers shall have no obligation to label Products that entered the stream of  
13 commerce prior to December 31, 2016, but will use their best efforts to do so. For purposes of  
14 this Settlement Agreement, "Reformulated Products" are Products that are in compliance with the  
15 standard set forth below in section 2.2.

16 2.2 "Reformulated Products" shall mean Products that contains less than or equal to  
17 1,000 parts per million ("ppm") of each of DEHP and DINP when analyzed pursuant to CPSC-  
18 CH-C1001-09.3 Standard Operating Procedure for Determination of Phthalates method.

19 2.3 Commencing on the December 31, 2016, Defendants shall, for all Products they  
20 sell or distribute and which are intended for sale in California or which Defendants have reason to  
21 believe will be shipped or sold in California and that are not Reformulated Products, but provide  
22 clear and reasonable warnings as set forth in subsections 2.3(a) and (b) below. The warning shall  
23 be prominently placed with such conspicuousness as compared with other words, statements,  
24 designs, or devices as to render it likely to be read and understood by an ordinary individual  
25 under customary conditions before purchase or use. Each warning shall be provided in a manner  
26 such that the consumer or user understands to which specific Products the warning applies, so as  
27 to minimize the risk of consumer confusion.

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**(a) Retail Store Sales**

**(i) Products Labeling.** Defendants shall affix a warning to the packaging, labeling or directly on each Product sold in retail outlets in California by Defendants or any person selling the Products that states:

**WARNING:**  
This product contains chemicals known to the State of California to cause cancer, birth defects or other reproductive harm.

**(ii) Point of Sale Warnings.** Alternatively, Defendants may provide warning signs in the form below to its customers in California with instructions to post the warnings in close proximity to the point of display of the Products. Such instruction sent to Defendants customers shall be sent by certified mail, return receipt requested.

**WARNING:**  
This product contains chemicals known to the State of California to cause cancer, birth defects or other reproductive harm.

**(b) Mail Order Catalog Warning.** In the event that Defendants directly sell Products via mail order catalog directly to consumers located in California after the Effective Date that are not Reformulated Products, Defendants shall provide a warning for such Products sold via mail order catalog to such California residents. A warning that is given in a mail order catalog shall be in the same type size or larger than the Product description text within the catalog. The following warning shall be provided on the same page and in the same location as the display and/or description of the Products:

**WARNING:**  
This product contains chemicals known to the State of California to cause cancer, birth defects or other reproductive harm.

Where it is impracticable to provide the warning on the same page and in the same location as the display and/or description of the Products, Defendants may utilize a designated symbol to cross reference the applicable warning and shall define the term "designated symbol" with the following language on the inside of the front cover of the catalog or on the same page as any

1 order form for the Products:

2 **WARNING:** Certain products identified with this symbol ▼ and offered for sale  
3 in this catalog contain chemicals known to the State of California to cause cancer,  
4 birth defects or other reproductive harm.

5 The designated symbol must appear on the same page and in close proximity to the  
6 display and/or description of the Products. On each page where the designated symbol appears,  
7 Defendants must provide a header or footer directing the consumer to the warning language and  
8 definition of the designated symbol.

9 2.4 The warning requirements set forth in Section 2.3 shall not apply to Reformulated  
10 Products.

11 **3. Entry of Consent Judgment**

12 3.1 The Parties hereby request that the Court promptly approve and enter this Consent  
13 Judgment. Upon entry of this Consent Judgment, Plaintiffs and Defendants waive their respective  
14 rights to a hearing or trial on the allegations of the Plaintiffs Complaint and Notice which are at  
15 issue in the Action.

16 3.2 In the event that the California Attorney General objects or otherwise comments  
17 on one or more provisions of this Consent Judgment, Plaintiffs and Defendants agree to take  
18 reasonable steps to satisfy such concerns or objections.

19 **4. Matters Covered By This Consent Judgment**

20 4.1 **Plaintiffs' Public Release of Proposition 65 Claims.** This Consent  
21 Judgment is a final and binding resolution between Plaintiffs, acting on their own behalf, and on  
22 behalf of the public and in the public interest, and Defendants, their parents, subsidiaries,  
23 affiliated entities, and subsidiaries and affiliated entities under common ownership, directors,  
24 officers, employees, attorneys and each entity to whom they directly or indirectly distribute or sell  
25 the Products, including but not limited to their down stream distributors, wholesalers, customers,  
26 retailers, including Anawalt Lumber, franchises, cooperative members, licensors, licensees  
27 (collectively, the "Releasees") and shall have preclusive effect such that no other person or entity,  
28 whether purporting to act in his, her, or its interests or the public interest shall be permitted to

1 pursue and/or take any action with respect to any violation of Proposition 65 that was alleged in  
2 the Complaint, or that could have been brought pursuant to the Notice.

3       **4.2 Plaintiffs' Release of Additional Claims.** As to Plaintiffs for and in their  
4 individual capacity only, this Consent Judgment shall have preclusive effect such that they shall  
5 not be permitted to pursue and/or take any action with respect to any other statutory or common  
6 law claim, to the fullest extent that any of the foregoing were or could have been asserted by  
7 either of them against Defendants and Releasees based on their alleged exposure of persons to  
8 DEHP and DINP in the Products, or their alleged failure to provide a clear and reasonable  
9 warning of exposure to such individuals or, as to alleged exposures to DEHP and DINP in the  
10 Products, any other claim based on whole or in part on the facts alleged in the Complaint and the  
11 Notice, whether or not based on actions committed by Defendants or Releasees. As to alleged  
12 exposures to DEHP and DINP in the Products, compliance with the terms of this Consent  
13 Judgment is deemed sufficient to satisfy all obligations concerning, compliance by Defendants  
14 with the requirements of Proposition 65 with respect to the Products, and any alleged resulting  
15 exposure.

16       As to alleged exposures to DEHP and DINP in the Products, Plaintiffs, each acting in their  
17 individual capacity, waive all rights to institute any form of legal action, and releases all claims  
18 against Defendants and Releasees, whether under Proposition 65 or otherwise, arising out of or  
19 resulting from, or related directly or indirectly to, in whole or in part, the Products or the Action,  
20 including but not limited to any exposure to, or failure to warn with respect to, DEHP and DINP  
21 in the Products (referred to collectively in this Section as the "Claims"). In furtherance of the  
22 foregoing, as to alleged exposures to DEHP and DINP in the Products, Plaintiffs waive any and  
23 all rights and benefits which they now have, or in the future may have, conferred upon them with  
24 respect to the Claims by virtue of the provisions of § 1542 of the California Civil Code, which  
25 provides as follows:

26       A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE  
27       CREDITOR DOES NOT KNOW OR SUSPECT EXIST IN HIS OR HER  
28       FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF

1 KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS  
2 SETTLEMENT WITH THE DEBTOR.

3 Plaintiffs understand and acknowledge that the significance and consequence of this waiver of  
4 California Civil Code § 1542 is that even if Plaintiffs suffer future damages arising out of or  
5 resulting from, or related directly or indirectly to, in whole or in part, the Products, including but  
6 not limited to any exposure to, or failure to warn with respect to exposure to DEHP and DINP in  
7 the Products, Plaintiffs will not be able to make any claim for those damages against Defendants  
8 or Releasees.

9 **4.3 Defendants' Ace and Shepherd's Release of Plaintiffs Ferreiro and Espinosa.**

10 Defendants Ace and Shepherd, each on behalf of itself, their past and current agents,  
11 representatives, attorneys, successors, subsidiaries, affiliated entities under common ownership  
12 and/or assignees, hereby waive any and all claims against Plaintiffs Ferreiro and Espinosa, their  
13 attorneys, and other representatives for any and all actions taken or statements made (or those that  
14 could have been taken or made) by Ferreiro and/or Espinosa, their attorneys and other  
15 representatives, whether in the course of investigating claims or otherwise seeking enforcement of  
16 Proposition 65 against Defendants in this matter.

17 **5. Enforcement of Judgment**

18 5.1 The terms of this Consent Judgment shall be enforced exclusively by the Parties  
19 hereto. The Parties may, by noticed motion or order to show cause before the Court, giving the  
20 notice required by law, enforce the terms and conditions contained herein. In any proceeding  
21 brought by either party to enforce this Consent Judgment, such party may seek whatever fines,  
22 costs, penalties or remedies as may be provided by law for any violation of Proposition 65 or this  
23 Consent Judgment.

24 **6. Modification of Judgment**

25 6.1 This Consent Judgment may be modified only by written agreement of the Parties  
26 upon entry of a modified Consent Judgment by the Court thereon, or upon motion of any party as  
27 provided by law and upon an entry of a modified Consent Judgment by the Court.

28 6.2 Should any court enter final judgment in a case brought by Plaintiffs or the People

1 involving the Products that sets forth standards defining when Proposition 65 warnings will or  
2 will not be required ("Alternative Standards"), or if the California Attorney General otherwise  
3 provides written endorsement (i.e., a writing that is circulated by the Attorney General that is not  
4 intended for the purpose of soliciting further input or comments) of Alternative Standards  
5 applicable to products that are of the same general type and function as the Products and  
6 constructed from the same materials, Defendants shall be entitled to seek a modification of this  
7 Consent Judgment on forty-five (45) days' notice to Plaintiffs so as to be able to utilize and rely  
8 on such Alternative Standards in lieu of those set forth in Section 7 of this Consent Judgment.  
9 Plaintiffs shall not unreasonably contest any proposed application to effectuate such a  
10 modification provided that the Products for which such a modification is sought are of the same  
11 general type and function as those to which the Alternative Standards apply.

12 **7. Settlement Payment**

13 7.1 In settlement of all the claims referred to in this Consent Judgment, and without  
14 any admission of liability therefore, Defendants shall make the following monetary payments:

15 7.1.1 Defendant Shepherd shall pay a total of \$2,800.00 in civil penalties (the "Civil  
16 Penalty"). The Civil Penalty which will be allocated in accordance with California Health &  
17 Safety Code §§ 25249.12(c)(1) and (d), with 75% of the funds remitted to the California Office of  
18 Environmental Health Hazard Assessment ("OEHHA") and the remaining 25% of the funds  
19 remitted to Plaintiffs. Within seven (7) days of the Effective Date, Defendant Shepherd shall  
20 issue three separate checks for the Civil Penalty amounts to (a) "OEHHA" in the amount of  
21 \$2,100.00; (b) "Brodsky & Smith, LLC in Trust for Ferreiro" in the amount of \$350.00; and (c)  
22 "Brodsky & Smith, LLC in Trust for Espinosa" in the amount of \$350.00.

23 7.1.2 Defendant Ace Hardware shall pay a total of \$700.00 in civil penalties (the "Civil  
24 Penalty"). The Civil Penalty which will be allocated in accordance with California Health &  
25 Safety Code §§ 25249.12(c)(1) and (d), with 75% of the funds remitted to the California Office of  
26 Environmental Health Hazard Assessment ("OEHHA") and the remaining 25% of the funds  
27 remitted to Plaintiffs. Within seven (7) days of the Effective Date, Defendant Ace shall issue  
28 three separate checks to (a) "OEHHA" in the amount of \$525.00; (b) "Brodsky & Smith, LLC in

1 Trust for Ferreiro" in the amount of \$87.50; and (c) "Brodsky & Smith, LLC in Trust for  
2 Espinosa" in the amount of \$87.50.

3 7.1.3 In addition to the Civil Penalty, Defendants Shepherd and ACE shall pay  
4 \$25,200.00 and \$6,300.00 (respectively) to Brodsky & Smith, LLC ("Brodsky Smith") as  
5 complete reimbursement for Plaintiffs' attorneys' fees and costs, including all investigation and  
6 laboratory costs and expert fees, incurred in the course of serving the Notice and bringing the  
7 Action, and in enforcing Proposition 65, including without limitation, preparation of the Notice  
8 letter and discussions with the California Attorney General. Payment shall be made within seven  
9 (7) days of the Effective Date. Payment owed to Plaintiffs pursuant to Sections 7.1.1 and 7.1.2  
10 shall be delivered to the following payment address:

11 Evan J. Smith, Esq.  
12 Brodsky & Smith, LLC  
13 Two Bala Plaza, Suite 510  
14 Bala Cynwyd, PA 19004

15 Payment owed to OEHHA (EIN: 68-0284486) pursuant to this Section shall be delivered directly  
16 to OEHHA (Memo Line "Prop 65 Penalties") at one of the following address(es):

17 For United States Postal Service Delivery:

18 Mike Gyurics  
19 Fiscal Operations Branch Chief  
20 Office of Environmental Health Hazard Assessment  
21 P.O. Box 4010  
22 Sacramento, CA 95812-4010

23 For Non-United States Postal Service Delivery:

24 Mike Gyurics  
25 Fiscal Operations Branch Chief  
26 Office of Environmental Health Hazard Assessment  
27 1001 I Street  
28 Sacramento, CA 95814

A copy of the check payable to OEHHA shall be mailed to Brodsky & Smith, LLC at the address  
set forth above as proof of payment to OEHHA.

26 **8. Notices**

27 8.1 Any and all notices between the Parties provided for or permitted under this  
28 Consent Judgment, or by law, shall be in writing and personally delivered or sent by: (i) first-

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

3 For Defendants:

4 Lec N. Smith, Esq.  
5 PME LAW  
6 7815 N. Palm Ave, Suite 200  
7 Fresno, California 93711-5531  
8 T: 559.447.5700

9 For Plaintiffs:

10 Evan J. Smith, Esq.  
11 Brodsky & Smith, L.L.C.  
12 Two Bala Plaza, Suite 510  
13 Bala Cynwyd, PA 19004  
14 T: 877.354.2590

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

17 **9. Authority to Stipulate**

18 9.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized  
19 by the Party he or she represents to enter into this Consent Judgment and to execute it on behalf of  
20 the party represented and legally to bind that party.

21 **10. Counterparts**

22 10.1 This Consent Judgment may be signed in counterparts and shall be binding upon  
23 the Parties hereto as if all said Parties executed the original hereof.

24 **11. Retention of Jurisdiction**

25 11.1 This Court shall retain jurisdiction of this matter to implement the Consent  
26 Judgment.

27 **12. Service on the California Attorney General**

28 12.1 Plaintiffs shall serve a copy of this Consent Judgment, signed by both Parties, on  
the California Attorney General on behalf of the Parties so that the Attorney General may review  
this Consent Judgment prior to its submittal to the Court for Approval. No sooner than forty-five  
(45) days after the Attorney General has received the aforementioned copy of this Consent  
Judgment, and in the absence of any written objection by the Attorney General to the terms of this

1 Consent Judgment, the Parties may then submit it to the Court for Approval.

2 **13. Entire Agreement**

3 13.1 This Consent Judgment contains the sole and entire agreement and understanding  
4 of the Parties with respect to the entire subject matter hereof, and any and all discussions,  
5 negotiations, commitments and understandings related thereto. No representations, oral or  
6 otherwise, express or implied, other than those contained herein have been made by any party  
7 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed  
8 to exist or to bind any of the Parties.

9 **14. Governing Law and Construction**

10 14.1 The validity, construction and performance of this Consent Judgment shall be  
11 governed by the laws of the State of California, without reference to any conflicts of law  
12 provisions under California law.

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**15. Court Approval**

15.1 If this Consent Judgment is not approved by the Court, it shall be of no force or effect, and cannot be used in any proceeding for any purpose.

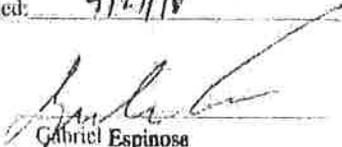
15.2 The Effective Date of this Consent Judgment shall be the date on which it is entered by the Court.

**IT IS SO STIPULATED:**

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

By: \_\_\_\_\_ By: \_\_\_\_\_  
Anthony Ferreiro Ace Hardware Corp.

Dated: 4/27/16 Dated: \_\_\_\_\_

By:  By: \_\_\_\_\_  
Gabriel Espinosa Shepherd Hardware Products, LLC

**IT IS SO ORDERED, ADJUDGED AND DECREED:**

Dated: \_\_\_\_\_  
Judge of the Superior Court

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**15. Court Approval**

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15.2 The Effective Date of this Consent Judgment shall be the date on which it is entered by the Court.

**IT IS SO STIPULATED:**

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

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

By: \_\_\_\_\_  
Anthony Ferreiro

By: \_\_\_\_\_  
Ace Hardware Corp.

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

Dated: APRIL 27 2016

By: \_\_\_\_\_  
Gabriel Espinosa

By:  \_\_\_\_\_  
Shepherd Hardware Products, LLC

**IT IS SO ORDERED, ADJUDGED AND DECREED:**

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

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

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**15. Court Approval**

15.1 If this Consent Judgment is not approved by the Court, it shall be of no force or effect, and cannot be used in any proceeding for any purpose.

15.2 The Effective Date of this Consent Judgment shall be the date on which it is entered by the Court.

**IT IS SO STIPULATED:**

Dated: April 27, 2016

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

By: Anthony Ferrigno  
Anthony Ferrigno

By: \_\_\_\_\_  
Ace Hardware Corp.

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

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

By: \_\_\_\_\_  
Gabriel Espinosa

By: \_\_\_\_\_  
Shepherd Hardware Products, LLC

**IT IS SO ORDERED, ADJUDGED AND DECREED:**

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

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

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**15. Court Approval**

15.1 If this Consent Judgment is not approved by the Court, it shall be of no force or effect, and cannot be used in any proceeding for any purpose.

15.2 The Effective Date of this Consent Judgment shall be the date on which it is entered by the Court.

**IT IS SO STIPULATED:**

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

By: \_\_\_\_\_  
Anthony Ferreiro

Dated: April 29, 2016

By: [Signature]  
(Ace Hardware Corp.)

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

By: \_\_\_\_\_  
Gabriel Espinosa

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

By: \_\_\_\_\_  
Shepherd Hardware Products, LLC

**IT IS SO ORDERED, ADJUDGED AND DECREED:**

Dated: June 14, 2016

[Signature]  
Judge of the Superior Court

**FRANK ROESCH**

