

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement (“Agreement”) is entered into by and between the Environmental Law Foundation (“ELF”) and Briggs Plumbing Products, LLC (“Briggs”) (collectively “the parties”). Briggs Plumbing Products, LLC is the successor in interest to Briggs Plumbing Products, Inc. As of April 12, 2019 (the “Effective Date”), the parties agree to the following terms and conditions:

WHEREAS:

A. ELF is a non-profit corporation based in Oakland, California which seeks to improve environmental quality for those most at risk by providing access to information, strategies, and enforcement of environmental, toxics, and community right-to-know laws;

B. Briggs is considered a person in the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code section 25249.6 et seq. (“Proposition 65”);

C. Briggs has manufactured, distributed, or offered for sale in the State of California various brass faucets (the Products);

D. The Products are required to comply with Proposition 65 relative to discharges of and exposures to lead. ELF contends that such compliance must be effectuated pursuant to the terms of a consent judgment previously entered into between ELF and Briggs Plumbing Products, Inc. and approved by the California Superior Court for the City and County of San Francisco in Case No. 989888 on May 6, 1999 (the “ELF Consent Judgment”);

E. In addition to specified substantive Proposition 65 compliance requirements, the ELF Consent Judgment required Briggs Plumbing Products, Inc. to provide certain reports to ELF prior to selling Products in California that were (a) not already subject to a Certification of

Compliance unless they were representative members of a previously so certified Product line or Products of Similar Application to such previously certified Products (“New Products”) or (b) if there was a change of design or manufacturing process for the Products where such change could reasonably be expected to cause a materially higher NSF Q Statistic for the Product than under the prior design or manufacturing process (“Changed Products”);

F. The ELF Consent Judgments provided for a \$1/unit stipulated penalty for each Product sold by Briggs Plumbing Products, Inc. in the State of California that was subject to, but did not comply with, the aforementioned reporting requirement;

G. Briggs is the successor in interest to Briggs Plumbing Products, Inc., which was acquired in 2011;

H. In 2006, the State of California enacted legislation known as Assembly Bill 1953 (“AB 1953”), which required, beginning by no later than January 1, 2010, the use of “lead free” materials containing no more than a 0.25% weighted average of lead, on the wetted surfaces of all new plumbing fittings conveying or dispensing drinking water in the State, including faucets. The compliance demanded by AB 1953 thereby effectively ensured compliance with the ELF Consent Judgment’s substantive compliance standards in all Products, including in any New Products and Changed Products;

I. In a letter dated July 3, 2018, ELF alleged that Briggs was not in compliance with the ELF Consent Judgment’s reporting requirements and requested the provision of technical and California sales information related thereto;

J. Since July 3, 2018, Briggs, through its legal counsel, has met and conferred with ELF extensively concerning the issues raised in ELF’s letters to Briggs and has provided ELF with certain information, including but not limited to information regarding the number of California Product sales;

K. Briggs and ELF have also exchanged positions concerning the potential prospect of, and potential bars and legal and equitable defenses to, actions seeking to enforce the ELF Consent Judgment's stipulated penalty provision with respect to alleged violations of its reporting requirements by Briggs;

L. ELF and Briggs disagree as to each other's positions and wish to resolve this matter without litigation or involvement of the courts; and

M. Nothing in this Agreement shall be construed as an admission by ELF or Briggs of any fact, finding, issue of law or equity with respect to Proposition 65 or the ELF Consent Judgment; nor shall compliance with this Agreement constitute or be construed as an admission by Briggs.

NOW THEREFORE, ELF AND BRIGGS AGREE AS FOLLOWS:

1. **Liquidation of Stipulated Penalties.** In consideration of the terms contained in this Agreement, Briggs or an entity acting on its behalf shall pay \$2,500 in stipulated penalties to be allocated pursuant to Health & Safety Code section 25249.12 as follows:

(a) To the State of California's Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of \$1,875.00, representing 75% of the total stipulated penalty; and

(b) To ELF in the amount of \$625.00, representing 25% of the total stipulated penalty.

2. **Future Compliance Obligations and Enforcement Rights.** ELF, by this Agreement, on behalf of itself, its agents, representatives, attorneys, assigns and in the interest of the general public, hereby agrees to sunset and waive all future rights to seek enforcement of the requirements and associated stipulated penalty provisions of the ELF Consent Judgment with respect to Briggs, its predecessors, successors, former and current corporate affiliates, parents, directors, officers, employees, attorneys, insurers, agents and assigns.

3. **Reimbursement of Fees and Costs.** Briggs shall reimburse ELF in the amount

of \$2,500 for all fees and costs ELF incurred as a result of investigating and bringing this matter to Briggs's attention and negotiating a settlement of it in the public interest.

4. **Payment.** To effectuate Paragraphs 1 and 3 of this Agreement, within no more than thirty (30) days of the Effective Date and receipt of a W-9 from ELF, Briggs shall issue one check made payable to Environmental Law Foundation in the amount of \$5,000.00, to be deposited into ELF's client trust account. From these funds, ELF shall disburse \$1,875.00 to OEHHA for its share of the stipulated penalties as allocated by Paragraph 1(a) of this Agreement.

5. **ELF's Release and Waiver.** ELF, by this Agreement, on behalf of itself, its agents, representatives, attorneys, successors, assigns and in the interest of the general public, releases and waives all rights to institute or participate in, directly or indirectly, any form of legal or equitable action, and releases all claims, liabilities, obligations, losses, costs, expenses, fines and damages, against Briggs and its predecessors, successors, former and current corporate affiliates, parents, directors, officers, employees, attorneys, insurers, agents and assigns. based on the alleged failure to comply with, or in any way related to, the ELF Consent Judgment.

6. **Briggs's Release of ELF.** Briggs, by this Agreement, waives all of its rights to institute any form of legal or equitable action against ELF and its attorneys or representatives, for all actions or statements made by ELF's attorneys or representatives in the course of seeking potential enforcement of the ELF Consent Judgment against Briggs.

7. **Future Attorney's Fees.** In the event that a dispute arises with respect to any provision(s) of this Agreement, the prevailing party shall be entitled to recover costs and reasonable attorney's fees.

8. **Governing Law.** The terms of this Agreement shall be governed by the laws of the State of California.

9. **Notices.** All correspondence to ELF shall be mailed to:

James Wheaton, Esq.
Environmental Law Foundation
1222 Preservation Park Way, Suite 200
Oakland, CA 94612

All correspondence to Briggs shall be mailed to:

Charles Dockery
Briggs Plumbing Products
597 Old Mt Holly Rd #201
Goose Creek, SC 29445

with a copy to:

J.W. Nelson Chandler, Esq.
Chandler & Dudgeon LLC
P.O. Box 547
Charleston, SC 29402

10. **Counterparts and Facsimile.** This Agreement may be executed in counterparts and facsimile, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

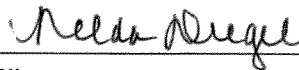
11. **Authorization.** The undersigned are authorized to execute this Agreement on behalf of their respective parties and have read, understood and agree to all of the terms and conditions of this Agreement

AGREED TO:

AGREED TO:

Environmental Law Foundation

Briggs Plumbing Products, LLC



By: _____

By: _____

Date: April 12, 2019

Date: 4/15/2019