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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF MARIN**

MICHAEL RUGGIE,  
Plaintiff,  
vs.  
TRANS GLOBE LIGHTING, *et al.*,  
Defendants.

CASE NO. CV 061715  
**[PROPOSED] CONSENT JUDGMENT**

**1. INTRODUCTION**

1.1 On April 24, 2006, plaintiff Michael Ruggie (“Plaintiff”), acting in the public interest, filed a complaint in Marin County Superior Court, entitled *Ruggie v. Trans Globe Lighting, et al.*, Marin County Superior Court Case Number CV 061715 (the “Action”), for civil penalties and injunctive relief pursuant to the provisions of California Health & Safety Code § 25249.5, *et seq.* (“Proposition 65”).

1.2 Defendants Trans Globe Lighting, Bel Air Lighting, Inc., Arroyo Craftsman Lighting, Inc., Lamps Plus, Inc., Lamps Plus—Centennial, Inc., Home Depot, Inc., Home Depot U.S.A., Inc., The Home Depot Supply, Inc., Hinkley Lighting, Inc., Quoizel, Inc., Westinghouse Lighting Corporation, Royce Industries, Inc., L.D. Kichler Company, Ace Hardware Corporation, Leadco Products, Inc., Orchard Supply Hardware Corporation, Cordelia Lighting, Inc., Jimway, Inc. d/b/a Designers Fountain, Quorum International, Trade Source International Inc., Sea Gull

1 Lighting Products, LLC, Intermatic, Inc., Maxim Lighting International, Inc., Forte Lighting, Inc.,  
2 and Interline Brands, Inc. (as Successor to Barnett, Inc.) (collectively, the "Settling Defendants")  
3 are each a corporation that employs 10 or more persons and that manufactured, distributed and/or  
4 sold Covered Products (as defined below) in the State of California. Plaintiff and the Settling  
5 Defendants are referred to collectively herein as the "Parties."

6       **1.3** For purposes of this Consent Judgment, the term "Covered Product" shall mean  
7 any lighting fixture that contains lead solder or other lead-containing materials in a manner such  
8 that the lead would be touched during ordinary installation, cleaning, maintenance, or use. For  
9 purposes of this definition, a "fixture" is any piece of lighting equipment that is intended to be  
10 attached to the inside or outside of a building or otherwise attached to real property.

11       **1.4** For purposes of this Consent Judgment, the term "Warning Statement" shall mean  
12 a label which contains the following language or such other language that meets the requirements  
13 of Proposition 65 such as the safe-harbor provisions of 22 Cal. Code Regs. §12601(b):

14               "WARNING: This lighting fixture contains chemicals known to  
15               the State of California to cause cancer, birth defects and/or other  
16               reproductive harm. Wash hands after installing, handling, cleaning  
17               or otherwise touching this light fixture."

18       **1.5** Beginning on or about December 19, 2005, Plaintiff served each of the Settling  
19 Defendants and the appropriate public enforcement agencies with the requisite 60-day notice  
20 (collectively, the "60-day Notices") alleging that the Settling Defendants supposedly were in  
21 violation of Proposition 65. Plaintiff's 60-day Notices and the operative First Amended  
22 Complaint ("Complaint") in this Action allege that the Settling Defendants expose individuals  
23 who use or otherwise handle the Covered Products to lead and/or lead compounds (referred to  
24 interchangeably herein as "Lead"), chemicals known to the State of California to cause cancer,  
25 birth defects and other reproductive harm, without first providing clear and reasonable warning to  
26 such persons regarding the presence of chemicals that cause cancer and reproductive toxicity.  
27 The 60-day Notices and Complaint allege that the Settling Defendants' conduct violates Health &  
28 Safety Code § 25249.6, the warning provision of Proposition 65.

1           **1.6**     For purposes of this Consent Judgment only, the parties stipulate that this Court  
2 has jurisdiction over the subject matter of the violations alleged in the Complaint and personal  
3 jurisdiction over the Settling Defendants as to the acts alleged in the Complaint, that venue is  
4 proper in the County of Marin, and that this Court has jurisdiction to enter this Consent Judgment  
5 as a full and final resolution of all claims which were or could have been raised in the Complaint  
6 against the Settling Defendants based on the facts alleged therein.

7           **1.7**     The Parties enter into this Consent Judgment pursuant to a settlement of certain  
8 disputed claims between the Parties as alleged in the Complaint. By executing this Consent  
9 Judgment, the Parties do not admit any facts or conclusions of law. It is the Parties' intent that  
10 nothing in this Consent Judgment shall be construed as an admission by the Parties of any fact,  
11 conclusion of law, issue of law or violation of law, nor shall compliance with the Consent  
12 Judgment constitute or be construed as an admission by the Parties of any fact, conclusion of law,  
13 issue of law, or violation of law. Nothing in this Consent Judgment shall prejudice, waive or  
14 impair any right, remedy, argument or defense the Parties may have in this or any other or future  
15 legal proceedings.

16           **2.     COMPLIANCE**

17           **2.1     Option A—Reformulation**

18           **2.1.1**   The Settling Defendants listed on Exhibit A hereto (collectively, the  
19 “Reformulation Defendants”) shall not sell or distribute for sale in California any Covered  
20 Product manufactured (for Covered Products manufactured in the United States of America) or  
21 imported (for Covered Products not manufactured in the United States of America) on or after  
22 September 1, 2007 (the “Compliance Date”) that contains Lead in concentrations that exceed the  
23 Reformulation Standard set forth herein. The date of importation shall be the date that the  
24 Settling Defendant receives the Covered Product not manufactured in the United States of  
25 America. For purposes of this Consent Judgment only, the Reformulation Standard means that  
26 any component of the Covered Products (other than internal electrical wiring) that is likely to be  
27 touched, contacted or handled by a Covered Product user during ordinary installation, cleaning,  
28

1 maintenance, or use of the Covered Products, including but not limited to the solder, glass plates  
2 and metal frames of the Covered Products, contains no more than 600 parts per million Lead.

3 **2.1.2 Certification of Level from Suppliers.** By the Compliance Date,  
4 Reformulation Defendants that do not manufacture the Covered Products shall obtain written  
5 certification from their suppliers of the Covered Products certifying that the Covered Products  
6 meet the Reformulation Standard.

7 **2.2 Option B—Warnings**

8 **2.2.1** By and after the Compliance Date, the Settling Defendants listed on  
9 Exhibit B hereto (collectively, the “Warning Defendants”) shall use their best efforts to comply  
10 with the Reformulation Standard. The Warning Defendants shall not be under any obligation to  
11 meet the Reformulation Standard with respect to the Covered Products, so long as they comply  
12 with the requirements in Sections 2.2.2 and 2.2.3 below. However, to the extent any Warning  
13 Defendant chooses to become a Reformulation Defendant after entry of this Consent Judgment,  
14 the Warning Defendant need not comply with Sections 2.2.2 and 2.2.3 below, but must instead  
15 comply with Sections 2.1.1 and 2.1.2 above.

16 **2.2.2** The Warning Defendants shall not sell or distribute for sale in California  
17 any Covered Product manufactured (for Covered Products manufactured in the United States of  
18 America) or imported (for Covered Products not manufactured in the United States of America)  
19 on or after the Compliance Date that contains Lead in concentrations that exceed the  
20 Reformulation Standard unless:

21 (a) A Warning Statement (1) is displayed on the packaging containing  
22 the Covered Product, and (2) is affixed by hang-tag, sticker or other means to the Covered  
23 Product in a manner that it is likely to be read and understood;

24 (b) The Warning Defendant has provided written notification to the  
25 person or entity to whom the Covered Product is sold or distributed for sale that such person or  
26 entity must not remove, deface or obscure the Warning Statement; and

1 (c) The Warning Statement on the Covered Product states that the  
2 person or entity to whom the Covered Product is sold or distributed for sale shall not remove,  
3 deface or obscure the Warning Statement.

4 2.2.3 Beginning on the Compliance Date, the Warning Defendants shall provide  
5 written notification at least once per calendar year to any person or entity to whom Covered  
6 Products are sold or distributed for sale in California that such person or entity must not remove,  
7 deface or obscure any Warning Statement on the Covered Products or their packaging. A  
8 Warning Defendants shall not be required to provide the written notification detailed in the  
9 preceding sentence to a particular person or entity to whom Covered Products are sold or  
10 distributed for sale in California after three consecutive years of providing such notification to  
11 such person or entity.

12 2.2.4 A Warning Defendant that complies with Sections 2.2.2 and 2.2.3 above  
13 shall not be liable to Plaintiff for any monetary amounts, including, but not limited to, fines, costs  
14 or penalties, if any person other than the Warning Defendant removes, defaces or obscures a  
15 Warning Statement.

16 2.2.5 The Warning Statement must be displayed with such conspicuousness, as  
17 compared with other words, statements or designs, as to render it likely to be read and understood  
18 by an ordinary individual. The parties agree that the sample Warning Statement attached hereto  
19 as Exhibit C is an example that, in font, size and text, satisfies the terms of this Consent Judgment  
20 for purposes of the Warning Statement for the packaging of the Covered Product, although other  
21 formats may meet the standard set forth above.

### 22 3. ENFORCEMENT OF VIOLATIONS

#### 23 3.1 Notice of Violation

24 3.1.1 In the event that, at any time following the Compliance Date, Plaintiff  
25 believes in good faith that a Settling Defendant is not complying with Section 2 of this Consent  
26 Judgment, Plaintiff may issue a Notice of Violation pursuant to this Section.

27 3.1.2 The Notice of Violation shall, at a minimum, set forth for each Covered  
28 Product: (a) the alleged violation, (b) the date the alleged violation was observed, (c) the location

1 at which the Covered Product was sold, and (d) a description of the Covered Product, including  
2 the Stock Keeping Unit (“SKU”) number for such product, giving rise to the alleged violation. If  
3 Plaintiff contends that a Reformulation Defendant has sold a Covered Product that contains Lead  
4 in concentrations that exceed the Reformulation Standard, the Notice of Violation shall also set  
5 forth for each Covered Product all test data obtained by Plaintiff regarding the Covered Product  
6 and supporting documentation sufficient for validation of the test results, including all laboratory  
7 reports, quality assurance reports and quality control reports associated with testing of the  
8 Covered Products.

9           **3.1.3** The Notice of Violation shall be sent to the person(s) identified in Exhibit  
10 D to receive notices for the Settling Defendant, and must be served within forty-five (45) days of  
11 the date the alleged violation(s) was or were observed.

12           **3.2 Options Upon Receipt of A Notice of Violation**

13           **3.2.1** Within thirty (30) days of receipt of a Notice of Violation, a Settling  
14 Defendant shall serve Plaintiff with a Notice of Election that states whether the Settling  
15 Defendant: (a) contests the Notice of Violation in accordance with Section 3.2.2 below; or (b)  
16 does not contest the Notice of Violation in accordance with Sections 3.2.3 and 3.2.4 below.

17           **3.2.2** If a Settling Defendant contests a Notice of Violation, Plaintiff and all  
18 affected Settling Defendants shall meet and confer to attempt to resolve their dispute. If the  
19 parties do not reach an informal resolution of a Notice of Violation within thirty (30) days of the  
20 commencement of the meet and confer process, Plaintiff may, by motion or order to show cause  
21 before this Court, seek to enforce the terms and conditions contained in this Consent Judgment.  
22 In any such proceeding, Plaintiff may seek whatever fines, costs, penalties, attorneys’ fees or  
23 remedies are provided by law for failure to comply with the Consent Judgment.

24           **3.2.3** A Settling Defendant that does not contest a Notice of Violation shall  
25 include in its Notice of Election a detailed description of corrective action that it has undertaken  
26 or proposes to undertake to remove the Covered Product(s) identified in the Notice of Violation  
27 for sale in California. Corrective action must include instructions to the Settling Defendant’s  
28 stores and/or its customers that offer the Covered Product(s) for sale to consumers to cease

1 offering the Covered Product(s) identified in the Notice of Violation for sale in California as soon  
2 as practicable. The Settling Defendant shall make available to Plaintiff for inspection and/or  
3 copying records and correspondence regarding the corrective action. If there is a dispute over the  
4 corrective action, the Parties shall meet and confer pursuant to Section 3.2.2 before seeking any  
5 remedy in court.

6 **3:2.4** For any Notice of Violation issued within one (1) year following the  
7 Compliance Date, if a Settling Defendant does not contest a Notice of Violation, or a Settling  
8 Defendant concedes the violation during the meet and confer process detailed in Section 3.2.2  
9 above, the Settling Defendant shall not be liable to Plaintiff for any monetary amounts, including,  
10 but not limited to, fines, costs or penalties, with respect to the Covered Product(s) at issue, unless  
11 the Settling Defendant has conceded the existence of the same violation during the six (6) months  
12 preceding the date of the Notice of Violation at issue. For any uncontested Notice of Violation  
13 issued more than one (1) year following the Compliance Date, or for second and subsequent  
14 violations in any six (6) month period within the first year after the Compliance Date, the Settling  
15 Defendant shall be liable for a stipulated penalty of \$2,500 per location at which a non-compliant  
16 product was identified.

#### 17 **4. SETTLEMENT PAYMENTS**

18 **4.1 Amount of Payments.** The Settling Defendants shall each pay the sums set forth  
19 in Exhibits A and B hereto as a settlement payment. The funds paid by the Settling Defendants  
20 shall be distributed as follows:

21 **4.1.1** The sum of \$80,000 in penalties pursuant to Health and Safety Code  
22 § 25249.7(b). Plaintiff shall apportion the penalties in accordance with Health and Safety Code  
23 § 25249.12.

24 **4.1.2** The sum of \$37,500 as a payment in lieu of penalty. This payment shall be  
25 donated by Plaintiff to the Center for Environmental Health (“CEH”) to be used to help fund  
26 CEH’s programs designed to inform Californians about exposures to toxic chemicals as well as  
27 CEH’s lead and chemical exposure reduction programs.

28

1                   **4.1.3** The sum of \$365,000 as reimbursement of Plaintiff's reasonable  
2 investigation fees and costs, attorneys' fees, and any other costs incurred as a result of  
3 investigating, bringing this matter to Settling Defendants' attention, litigating and negotiating a  
4 settlement in the public interest.

5                   **4.2 Timing of Payments.** The payments required under this Section shall be made by  
6 check payable to "Lexington Law Group, LLP Attorney Client Trust Account," and shall be  
7 delivered to the address for notices to Plaintiff set forth in Exhibit D hereto within ten (10) days  
8 following the Court's entry of this Consent Judgment. Plaintiff shall be entitled to his reasonable  
9 attorneys' fees and costs associated with any motion or application to enforce the payment terms  
10 of this Consent Judgment.

11                   **5. MODIFICATION OF CONSENT JUDGMENT**

12                   **5.1** This Consent Judgment may be modified by written agreement of Plaintiff and the  
13 Settling Defendants, or upon motion of Plaintiff or any Settling Defendant as provided by law.

14                   **6. APPLICATION OF CONSENT JUDGMENT**

15                   **6.1** This Consent Judgment shall apply to and be binding upon the Parties, their  
16 divisions, subdivisions and subsidiaries, and the successors or assigns of any of them.

17                   **7. CLAIMS COVERED**

18                   **7.1** This Consent Judgment is a full, final and binding resolution between the Plaintiff  
19 acting in the public interest in his capacity under Proposition 65 and each Settling Defendant, its  
20 parents, subsidiaries, affiliates, divisions, subdivisions, officers, directors, employees, agents, and  
21 successors and assigns ("Defendant Releasees"), and all entities to whom they distribute or sell  
22 Covered Products, including but not limited to distributors, wholesalers, customers, retailers,  
23 franchisees, cooperative members, and licensees ("Downstream Defendant Releasees"), of any  
24 violation or any other statutory or common law claim that have been or could have been asserted  
25 in the public interest against Settling Defendants, Defendant Releasees, or Downstream  
26 Defendant Releasees in the Complaint through the date of entry of this Consent Judgment arising  
27 from any actual or alleged failure to provide clear and reasonable warnings pursuant to  
28 Proposition 65 of exposure to Lead in Covered Products manufactured, distributed and/or sold by

1 Defendant Releasees. Compliance with the terms of this Consent Judgment by Settling  
2 Defendants and Defendant Releasees, constitutes compliance with Proposition 65 from the date of  
3 entry of this Consent Judgment into the future by Settling Defendants, Defendant Releasees, and  
4 Downstream Defendant Releasees as to exposures to Lead resulting from any Covered Products  
5 manufactured, distributed and/or sold by Defendant Releasees. This release does not limit or  
6 effect the obligations of any party created under this Consent Judgment.

7 **8. SEVERABILITY**

8 **8.1** In the event that any of the provisions of this Consent Judgment are held by a court  
9 to be unenforceable, the validity of the enforceable provisions shall not be adversely affected.

10 **9. GOVERNING LAW**

11 **9.1** The terms of this Consent Judgment shall be governed by the laws of the State of  
12 California.

13 **10. RETENTION OF JURISDICTION**

14 **10.1** This Court shall retain jurisdiction of this matter to implement and enforce the  
15 terms this Consent Judgment.

16 **11. PROVISION OF NOTICE**

17 **11.1** All notices required pursuant to this Consent Judgment and correspondence shall  
18 be sent to the persons listed on Exhibit D hereto.

19 **12. COURT APPROVAL**

20 **12.1** If this Consent Judgment is not approved by the Court in its entirety, it shall be of  
21 no further force or effect.

22 **13. EXECUTION AND COUNTERPARTS**

23 **13.1** The stipulations to this Consent Judgment may be executed in counterparts and by  
24 means of facsimile, which taken together shall be deemed to constitute one document.

25 **14. AUTHORIZATION**

26 **14.1** Each signatory to this Consent Judgment certifies that he or she is fully authorized  
27 by the party he or she represents to stipulate to this Consent Judgment and to enter into and  
28 execute the Consent Judgment on behalf of the party represented and legally bind that party. The

1 undersigned have read, understand and agree to all of the terms and conditions of this Consent  
2 Judgment. Except as explicitly provided herein, each party is to bear its own fees and costs.

3 **AGREED TO:**  
4 **MICHAEL RUGGIE**  
5   
6 \_\_\_\_\_  
7 MICHAEL RUGGIE  
8

Dated: 5/23/07

9 **ACE HARDWARE CORPORATION**  
10 \_\_\_\_\_  
11 Printed Name  
12 \_\_\_\_\_  
13 Title  
14 \_\_\_\_\_

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

15 **ARROYO CRAFTSMAN LIGHTING, INC.**  
16 \_\_\_\_\_  
17 Printed Name  
18 \_\_\_\_\_  
19 Title  
20 \_\_\_\_\_

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

21 **BEL AIR LIGHTING, INC.; AND**  
22 **TRANS GLOBE LIGHTING**  
23 \_\_\_\_\_  
24 Printed Name  
25 \_\_\_\_\_  
26 Title  
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undersigned have read, understand and agree to all of the terms and conditions of this Consent Judgment. Except as explicitly provided herein, each party is to bear its own fees and costs.

<p><b>AGREED TO:</b></p> <p><b>MICHAEL RUGGIE</b></p> <p>_____</p> <p>MICHAEL RUGGIE</p>	<p>Dated: _____</p>
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<p><b>ACE HARDWARE CORPORATION</b></p> <p><i>Arthur J. McGiven</i></p> <p>_____</p> <p>ARTHUR J. M<sup>C</sup> GIVERAN</p> <p>Printed Name</p> <p>_____</p> <p>SVP, GEN'L COUNSEL &amp; SEC'Y</p> <p>Title</p>	<p>Dated: <u>3/29/07</u></p>
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<p><b>ARROYO CRAFTSMAN LIGHTING, INC.</b></p> <p>_____</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Title</p>	<p>Dated: _____</p>
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<p><b>BEL AIR LIGHTING, INC.; AND TRANS GLOBE LIGHTING</b></p> <p>_____</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Title</p>	<p>Dated: _____</p>
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1 undersigned have read, understand and agree to all of the terms and conditions of this Consent  
2 Judgment. Except as explicitly provided herein, each party is to bear its own fees and costs.

3 **AGREED TO:**

4 **MICHAEL RUGGIE**

6 \_\_\_\_\_  
7 MICHAEL RUGGIE

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

9 **ACE HARDWARE CORPORATION**

11 \_\_\_\_\_  
12 Printed Name

13 \_\_\_\_\_  
14 Title

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

15 **ARROYO CRAFTSMAN LIGHTING, INC.**

16 *M. Ruggie*  
17 *Michael Ruggie*  
18 Printed Name

19 *President*  
20 Title

Dated: *4/12/07*

21 **BEL AIR LIGHTING, INC.; AND**  
22 **TRANS GLOBE LIGHTING**

23 \_\_\_\_\_  
24 Printed Name

25 \_\_\_\_\_  
26 Title

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

1 undersigned have read, understand and agree to all of the terms and conditions of this Consent  
2 Judgment. Except as explicitly provided herein, each party is to bear its own fees and costs.

3 **AGREED TO:**  
4 **MICHAEL RUGGIE**  
5  
6 \_\_\_\_\_  
7 MICHAEL RUGGIE  
8

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

9 **ACE HARDWARE CORPORATION**  
10 \_\_\_\_\_  
11 Printed Name  
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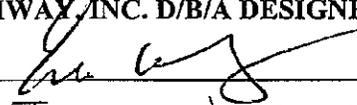
15 **ARROYO CRAFTSMAN LIGHTING, INC.**  
16 \_\_\_\_\_  
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Dated: \_\_\_\_\_

21 **BEL AIR LIGHTING, INC.; AND**  
22 **TRANS GLOBE LIGHTING**  
23 \_\_\_\_\_  
24 DAVID ZIV  
25 Printed Name  
26 V.P.  
27 Title  
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<p><b>CORDELIA LIGHTING, INC.; AND JIMWAY INC. D/B/A DESIGNERS FOUNTAIN</b></p> <p></p> <p>Printed Name <u>Irene Wang</u></p> <p>Title <u>Vice President</u></p>	<p>Dated: <u>3-12-07</u></p>
<p><b>FORTE LIGHTING, INC</b></p> <p>Printed Name _____</p> <p>Title _____</p>	<p>Dated: _____</p>
<p><b>HINKLEY LIGHTING, INC.</b></p> <p>Printed Name _____</p> <p>Title _____</p>	<p>Dated: _____</p>
<p><b>HOME DEPOT, INC.; HOME DEPOT U.S.A., INC.; AND THE HOME DEPOT SUPPLY, INC.</b></p> <p>Printed Name _____</p> <p>Title _____</p>	<p>Dated: _____</p>

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**CORDELIA LIGHTING, INC.; AND  
JIMWAY, INC. D/B/A DESIGNERS FOUNTAIN**

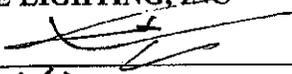
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Printed Name

Title

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

**FORTE LIGHTING, INC.**



Xiang J. Zhao

Printed Name

President

Title

Dated: 3/9/07

**HINKLEY LIGHTING, INC.**

\_\_\_\_\_

Printed Name

Title

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

**HOME DEPOT, INC.; HOME DEPOT U.S.A., INC.;  
AND THE HOME DEPOT SUPPLY, INC.**

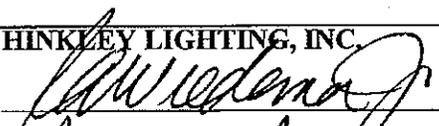
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<b>CORDELIA LIGHTING, INC.; AND JIMWAY, INC. D/B/A DESIGNERS FOUNTAIN</b>  _____  Printed Name  _____  Title	Dated: _____
<b>FORTE LIGHTING, INC</b>  _____  Printed Name  _____  Title	Dated: _____
<b>HINKLEY LIGHTING, INC.</b>  <b>RICHARD A. WIEDEMER, JR</b> Printed Name <b>PRESIDENT</b> Title	Dated: <u>3/22/07</u>
<b>HOME DEPOT, INC.; HOME DEPOT U.S.A., INC.; AND THE HOME DEPOT SUPPLY, INC.</b>  _____  Printed Name  _____  Title	Dated: _____

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**CORDELIA LIGHTING, INC.; AND  
JIMWAY, INC. D/B/A DESIGNERS FOUNTAIN**

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Printed Name \_\_\_\_\_

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Title \_\_\_\_\_

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

**FORTE LIGHTING, INC**

\_\_\_\_\_

Printed Name \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

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

**HINKLEY LIGHTING, INC.**

\_\_\_\_\_

Printed Name \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

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

**HOME DEPOT, INC.; HOME DEPOT U.S.A., INC.;  
AND THE HOME DEPOT SUPPLY, INC.**



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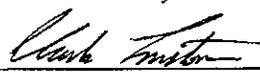
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<b>LAMPS PLUS, INC.; AND LAMPS PLUS— CENTENNIAL, INC.</b>  _____ Clark Linstone Printed Name Chief Financial Officer Title	Dated: <u>March 22, 2007</u>
<b>LEADCO PRODUCTS, INC.</b> _____ Printed Name Title	Dated: _____
<b>L.D. KICHLER COMPANY</b> _____ Printed Name Title	Dated: _____
<b>MAXIM LIGHTING INTERNATIONAL, INC.</b> _____ Printed Name Title	Dated: _____

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LAMPS PLUS, INC.; AND LAMPS PLUS—  
CENTENNIAL, INC.

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

Printed Name

Title

LEADCO PRODUCTS, INC.

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

Printed Name

Title

L.D. KICHLER COMPANY

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

Printed Name

Title

MAXIM LIGHTING INTERNATIONAL, INC.

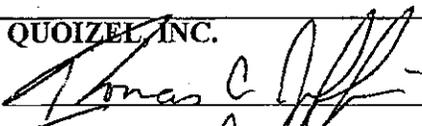
*Michael S. Andrews*

Printed Name *Michael S. Andrews*

Title *CEO*

Dated: *5/22/07*

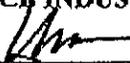
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<b>QUOIZEL, INC.</b>  _____ Printed Name <b>THOMAS A JEFFRIES</b> _____ Title <b>CFO</b> _____	Dated: <u>3/13/07</u>
<b>QUORUM INTERNATIONAL</b> _____ Printed Name _____ Title _____	Dated: _____
<b>ROYCE INDUSTRIES, INC.</b> _____ Printed Name _____ Title _____	Dated: _____
<b>SEA GULL LIGHTING PRODUCTS, LLC</b> _____ Printed Name _____ Title _____	Dated: _____

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<b>QUOIZEL, INC.</b> _____ _____ Printed Name _____ Title	Dated: _____
<b>QUORUM INTERNATIONAL</b>  <u>WILLIAM S. DAVIS, JR.</u> Printed Name <u>PRESIDENT</u> Title	Dated: <u>3/27/2007</u>
<b>ROYCE INDUSTRIES, INC.</b> _____ _____ Printed Name _____ Title	Dated: _____
<b>SEA GULL LIGHTING PRODUCTS, LLC</b> _____ _____ Printed Name _____ Title	Dated: _____

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<b>QUOIZEL, INC.</b> _____ Printed Name _____ Title	Dated: _____
<b>QUORUM INTERNATIONAL</b> _____ Printed Name _____ Title	Dated: _____
<b>ROYCE INDUSTRIES, INC.</b>  ROBERT GREENE Printed Name PRESIDENT OF OPERATIONS Title	Dated: MARCH 27, 2007
<b>SEA GULL LIGHTING PRODUCTS, LLC</b> _____ Printed Name _____ Title	Dated: _____

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<p><b>QUOIZEL, INC.</b></p> <hr/> <p>Printed Name</p> <hr/> <p>Title</p> <hr/>	<p>Dated: _____</p>
<p><b>QUORUM INTERNATIONAL</b></p> <hr/> <p>Printed Name</p> <hr/> <p>Title</p> <hr/>	<p>Dated: _____</p>
<p><b>ROYCE INDUSTRIES, INC.</b></p> <hr/> <p>Printed Name</p> <hr/> <p>Title</p> <hr/>	<p>Dated: _____</p>
<p><b>SEA GULL LIGHTING PRODUCTS, LLC</b></p> <p><i>Alan J. Mansell</i></p> <hr/> <p>Printed Name</p> <p><i>Alan J. Mansell</i></p> <hr/> <p>Title</p> <p><i>Ex. V.P.</i></p> <hr/>	<p>Dated: <u>4-11-07</u></p>

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**TRADE SOURCE INTERNATIONAL, INC.**

Brad Paul Heimann  
Printed Name  
Brad Heimann  
Title  
President / COO.

Dated: March 26, 2007

**WESTINGHOUSE LIGHTING CORPORATION**

\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title

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

**ORCHARD SUPPLY HARDWARE CORPORATION**

\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title

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

**INTERMATIC, INC.**

\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title

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

**INTERLINE BRANDS, INC. (AS SUCCESSOR TO BARNETT, INC.)**

\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title

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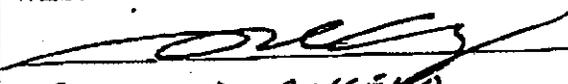
TRADE SOURCE INTERNATIONAL, INC.

Printed Name

Title

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

WESTINGHOUSE LIGHTING CORPORATION

  
RAYMOND ANGIERO  
Printed Name

PRESIDENT  
Title

Dated: 3/23/07

ORCHARD SUPPLY HARDWARE CORPORATION

Printed Name

Title

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

INTERMATIC, INC.

Printed Name

Title

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

INTERLINE BRANDS, INC. (AS SUCCESSOR TO BARNETT, INC.)

Printed Name

Title

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**TRADE SOURCE INTERNATIONAL, INC.**

Printed Name

Title

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

**WESTINGHOUSE LIGHTING CORPORATION**

Printed Name

Title

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

**ORCHARD SUPPLY HARDWARE CORPORATION**

*Bill Robert*

Printed Name *Bill Robertson*

Title *VP, Controller*

Dated: *5/18/07*

**INTERMATIC, INC.**

Printed Name

Title

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

**INTERLINE BRANDS, INC. (AS SUCCESSOR TO BARNETT, INC.)**

Printed Name

Title

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**TRADE SOURCE INTERNATIONAL, INC.**

\_\_\_\_\_  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title

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

**WESTINGHOUSE LIGHTING CORPORATION**

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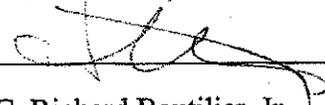
Dated: \_\_\_\_\_

**ORCHARD SUPPLY HARDWARE CORPORATION**

\_\_\_\_\_  
\_\_\_\_\_  
Printed Name  
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Dated: \_\_\_\_\_

**INTERMATIC, INC.**

  
\_\_\_\_\_  
G. Richard Boutilier, Jr.  
Printed Name  
\_\_\_\_\_  
Vice President and C.F.O.  
Title

Dated: March 6, 2007

**INTERLINE BRAND, INC. (AS SUCCESSOR TO BARNETT, INC.)**

\_\_\_\_\_  
\_\_\_\_\_  
Printed Name  
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**TRADE SOURCE INTERNATIONAL, INC.**

Printed Name

Title

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

**WESTINGHOUSE LIGHTING CORPORATION**

Printed Name

Title

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

**ORCHARD SUPPLY HARDWARE CORPORATION**

Printed Name

Title

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

**INTERMATIC, INC.**

Printed Name

Title

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

**INTERLINE BRANDS, INC. (AS SUCCESSOR TO BARNETT, INC.)**

*Thomas J. Tossavainen*  
Printed Name

*Chief Financial Officer*  
Title

*Interline Brands, Inc.*

Dated: 4/25/07

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**ORDER AND JUDGMENT**

Based upon the stipulated Consent Judgment between Plaintiff and the Settling Defendants, the settlement is approved and judgment is hereby entered according to the terms herein.

Dated: \_\_\_\_\_ Judge, Superior Court of the State of California

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**Exhibit A**

(Reformulation Defendants)

<b><u>Settling Defendant</u></b>	<b><u>Settlement Payment</u></b>
Forte Lighting, Inc.	\$17,500
Home Depot, Inc.; Home Depot U.S.A., Inc.; and The Home Depot Supply, Inc.	\$17,500
Leadco Products, Inc.	\$17,500
Orchard Supply Hardware Corporation	\$17,500
Sea Gull Lighting Products, LLC	\$17,500
Trade Source International Inc.	\$17,500
Westinghouse Lighting Corporation	\$17,500

**Exhibit B**

(Warning Defendants)

<b><u>Settling Defendant</u></b>	<b><u>Settlement Payment</u></b>
Ace Hardware Corporation	\$0
Arroyo Craftsman Lighting, Inc.	\$30,000
Bel Air Lighting, Inc.; and Trans Globe Lighting	\$30,000
Cordelia Lighting, Inc.; and Jimway, Inc. d/b/a Designers Fountain	\$30,000
Hinkley Lighting, Inc.	\$30,000
Intermatic, Inc.	\$30,000
Interline Brands, Inc. (as successor to Barnett, Inc.)	\$30,000
Lamps Plus, Inc.; Lamps Plus – Centennial, Inc.	\$30,000
L.D. Kichler Company	\$30,000
Maxim Lighting International, Inc.	\$30,000
Quoizel, Inc.	\$30,000
Quorum International	\$30,000
Royce Industries, Inc.	\$30,000

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**Exhibit C**

(Sample Warning)

**WARNING: This lighting fixture contains lead, a chemical known to cause cancer, birth defects and other reproductive harm.**

**Exhibit D**

(Persons to Receive Notice)

<b>PLAINTIFF:</b>	<b>Michael Ruggie</b>
Notice to:	Mark N. Todzo Lexington Law Group, LLP 1627 Irving Street San Francisco, CA 94122
<b>SETTLING DEFENDANT:</b>	<b>Forte Lighting, Inc.</b>
Notice to:	Michael Wachtell Brandon Block Buchalter Nemer 1000 Wilshire Boulevard, Suite 1500 Los Angeles, CA 90017-2457
<b>SETTLING DEFENDANT:</b>	<b>Home Depot, Inc.;</b> <b>Home Depot U.S.A., Inc.; and</b> <b>The Home Depot Supply, Inc.</b>
Notice to:	Michael J. Steel Pillsbury Winthrop Shaw Pittman, LLP 50 Fremont Street P.O. Box 7880 San Francisco, CA 94120-7880
<b>SETTLING DEFENDANT:</b>	<b>Leadco Products, Inc.</b>
Notice to:	J. Craig Williams Joseph R. McFaul WLF   The Williams Law Firm, PC 100 Bayview Circle, South Tower, Suite 330 Newport Beach, California 92660-2984
<b>SETTLING DEFENDANT:</b>	<b>Sea Gull Lighting Products, LLC</b>
Notice to:	Michael Wachtell Brandon Block Buchalter Nemer 1000 Wilshire Boulevard, Suite 1500 Los Angeles, CA 90017-2457
<b>SETTLING</b>	<b>Trade Source International Inc.</b>

1	<b>DEFENDANT:</b>	
2	Notice to:	Michael Wachtell Brandon Block Buchalter Nemer 1000 Wilshire Boulevard, Suite 1500 Los Angeles, CA 90017-2457
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5	<b>SETTLING DEFENDANT:</b>	<b>Westinghouse Lighting Corporation</b>
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7	Notice to:	Patrick J. Cafferty, Jr. Munger, Tolles & Olson LLP 560 Mission Street, 27 <sup>th</sup> Floor San Francisco, CA 94105-2907
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10	<b>SETTLING DEFENDANT:</b>	<b>Ace Hardware Corporation</b>
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12	Notice to:	Wendy L. Manley Stoel Rives, LLP 111 Sutter Street, Suite 700 San Francisco, CA 94104
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14	<b>SETTLING DEFENDANT:</b>	<b>Arroyo Craftsman Lighting, Inc.</b>
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16	Notice to:	Michael Wachtell Brandon Block Buchalter Nemer 1000 Wilshire Boulevard, Suite 1500 Los Angeles, CA 90017-2457
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19	<b>SETTLING DEFENDANT:</b>	<b>Bel Air Lighting, Inc.; and Trans Globe Lighting</b>
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21	Notice to:	Michael Wachtell Brandon Block Buchalter Nemer 1000 Wilshire Boulevard, Suite 1500 Los Angeles, CA 90017-2457
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24	<b>SETTLING DEFENDANT:</b>	<b>Cordelia Lighting, Inc.; and Jimway, Inc. d/b/a Designers Fountain</b>
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26	Notice to:	Michael Wachtell Brandon Block Buchalter Nemer 1000 Wilshire Boulevard, Suite 1500 Los Angeles, CA 90017-2457
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<b>SETTLING DEFENDANT:</b>	<b>Hinkley Lighting, Inc.</b>
Notice to:	Michael Wachtell Brandon Block Buchalter Nemer 1000 Wilshire Boulevard, Suite 1500 Los Angeles, CA 90017-2457
<b>SETTLING DEFENDANT:</b>	<b>Lamps Plus, Inc.; and Lamps Plus—Centennial, Inc.</b>
Notice to:	Michael Wachtell Brandon Block Buchalter Nemer 1000 Wilshire Boulevard, Suite 1500 Los Angeles, CA 90017-2457
<b>SETTLING DEFENDANT:</b>	<b>L.D. Kichler Company</b>
Notice to:	Michael Wachtell Brandon Block Buchalter Nemer 1000 Wilshire Boulevard, Suite 1500 Los Angeles, CA 90017-2457
<b>SETTLING DEFENDANT:</b>	<b>Maxim Lighting International, Inc.</b>
Notice to:	Michael Wachtell Brandon Block Buchalter Nemer 1000 Wilshire Boulevard, Suite 1500 Los Angeles, CA 90017-2457
<b>SETTLING DEFENDANT:</b>	<b>Quoizel, Inc.</b>
Notice to:	Michael Wachtell Brandon Block Buchalter Nemer 1000 Wilshire Boulevard, Suite 1500 Los Angeles, CA 90017-2457

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<b>SETTLING DEFENDANT:</b>	<b>Quorum International</b>
Notice to:	Michael Wachtell Brandon Block Buchalter Nemer 1000 Wilshire Boulevard, Suite 1500 Los Angeles, CA 90017-2457
<b>SETTLING DEFENDANT:</b>	<b>Royce Industries, Inc.</b>
Notice to:	Michael Wachtell Brandon Block Buchalter Nemer 1000 Wilshire Boulevard, Suite 1500 Los Angeles, CA 90017-2457
<b>SETTLING DEFENDANT:</b>	<b>Orchard Supply Hardware Corporation</b>
Notice to:	Michael J. Steel Pillsbury Winthrop Shaw Pittman, LLP 50 Fremont Street P.O. Box 7880 San Francisco, CA 94120-7880
<b>SETTLING DEFENDANT:</b>	<b>Intermatic, Inc.</b>
Notice to:	P. Mark Mahoney Schiff Hardin, LLP One Market Street Spear Street Tower San Francisco, CA 94105
<b>SETTLING DEFENDANT:</b>	<b>Interline Brands, Inc. (As Successor to Barnett, Inc.)</b>
Notice to:	H. Joseph Excher III Bradley P. Kaplan Christopher Burdett Dechert LLP One Maritime Plaza Suite 2300 San Francisco, CA 94111