

SETTLEMENT AGREEMENT
BETWEEN
CONSUMER ADVOCACY GROUP, INC.
AND
WALGREEN CO.

Consumer Advocacy Group, Inc. ("CAG") and Walgreen Co. (collectively referred to as "Walgreen"), (CAG and Walgreen collectively referred to as, the "Parties") enter into this agreement ("Settlement Agreement") to settle CAG's allegations that Walgreen violated Proposition 65 for the purpose of avoiding prolonged and costly litigation. The effective date of this Settlement Agreement shall be the date upon which it is fully executed by all Parties hereto (the "Effective Date").

1.0 Introduction

1.1 CAG is a California-based entity that seeks to promote awareness of exposures to toxic chemicals and improve human health by reducing or eliminating hazardous substances contained in consumer and industrial products.

1.2 Walgreen previously sold, at various times, (1) Cigars and cigarillos and (2) Chewing Tobacco, (referred to throughout as the "Covered Products"). The Covered Products are only limited to those sold by Walgreen.

1.3 CAG alleges that Cigars and cigarillos contain the following chemicals; Carbon disulfide, 1, 1 -Dimethylhydrazine (UDMH), 1,3-Butadiene, 1-Naphthylamine, 2-Naphthylamine, 2-Nitropropane, 4-Aminobiphenyl (4-amino-diphenyl), 7H-Dibenzo[c,g]carbazole, Acetaldehyde, Acetamide, Acrylonitrile,

Aniline, Urethane, Arsenic (inorganic arsenic compounds), Benz[a]anthracene, Benzene, Benzo[a]pyrene, Benzo[b]fluoranthene, Benzo[j]fluoranthene, Benzo[k]fluoranthene, Cadmium, Captan, Chromium (hexavalent compounds), Chrysene, Dibenz[a,h]acridine, Lead, Dibenz[a,h]anthracene, Dibenz[a,j]acridine, Dibenzo[a,e]pyrene, Dibenzo[a,h]pyrene, Dibenzo[a,i]pyrene, Dibenzo[a,l]pyrene, Dichlorodiphenyltrichloroethane (DDT), Formaldehyde (gas), Hydrazine, Lead and lead compounds, Nickel and certain nickel compounds, N-Nitrosodiethanolamine, Toluene, N-Nitrosodiethylamine, N-Nitrosodi-n-butylamine, N-Nitrosomethylethylamine, N-Nitrosomorpholine, N-Nitrososonicotinine, N-Nitrosopiperidine, N-Nitrosopyrrolidine, Ortho-Anisidine, Ortho-Toluidine, Urethane (Ethyl carbamate), Carbon monoxide, and Nicotine and that Walgreen did not provide a required warning in compliance with the California Safe Drinking Water and Toxic Enforcement Act (*Cal. Health & Safety Code* § 25249.5, *et seq.* ("Proposition 65")).

1.4 CAG alleges that Chewing tobacco contains the following chemicals; N-nitrososonicotinine, 4-(N-Nitrosomethylamino)-1-(3-pyridyl)-1-butanone, and Nicotine and that Walgreen did not provide a required warning in compliance with the California Safe Drinking Water and Toxic Enforcement Act (*Cal. Health & Safety Code* § 25249.5, *et seq.* ("Proposition 65")).

1.5 The following list shows when each chemical mentioned above was added by the Governor of California to the list of chemicals known to the State of California to cause cancer or reproductive toxicity:

Carcinogens

CHEMICAL	DATE OF ADDITION TO LIST
Urethane	1/1/1988
<i>o</i> -Anisidine	7/1/1987
<i>o</i> -Toluidine	1/1/1988
N-Nitrosodiethylamine	10/1/1987
N-Nitrosodi-n-butylamine	10/1/1987
N-Nitrosomethylethylamine	10/1/1987
N-Nitrosomorpholine	1/1/1988
N-Nitrosornicotine	1/1/1988
N-Nitrosopiperidine	1/1/1988
N-Nitrosopyrrolidine	10/1/1987
N-Nitrosodiethanolamine	1/1/1988
Nickel and certain nickel compounds	10/1/1989; 5/7/2004
Lead and lead compounds	10/1/1992
Hydrazine	1/1/1988
Formaldehyde (gas)	1/1/1988
Dibenzo[a,e]pyrene	1/1/1988
Dibenzo[a,h]pyrene	1/1/1988
Dibenzo[a,i]pyrene	1/1/1988
Dibenzo[a,l]pyrene	1/1/1988
Dibenz[a,j]acridine	1/1/1988
Dibenz[a,h]anthracene	1/1/1988
Dibenz[a,h]acridine	1/1/1988
Chrysene	1/1/1990
Chromium (hexavalent compounds)	2/27/1987
Captan	1/1/1990
Cadmium	5/1/1997

Benzo[k]fluoranthene	7/1/1987
Benzo[j]fluoranthene	7/1/1987
Benzo[b]fluoranthene	7/1/1987
Benzo[a]pyrene	7/1/1987
Benzene	2/27/1987
Benz[a]anthracene	7/1/1987
Arsenic (inorganic arsenic compounds)	2/27/1987
Aniline	1/1/1990
Acrylonitrile	1/1/1987
Acetamide	1/1/1990
Acetaldehyde	4/1/1988
7H-Dibenzo[c,g]carbazole	1/1/1988
4-Aminobiphenyl	2/27/1987
2-Nitropropane	1/1/1988
2-Naphthylamine	2/27/1987
1-Naphthylamine	10/1/1989
1,3-Butadiene	4/1/1988
1, 1 -Dimethylhydrazine (UDMH)	10/1/1989
4-Aminodiphenyl	2/27/1987
4-(N-Nitrosomethylamino)-1-(3-pyridyl)- 1-butanone	4/1/1990

Reproductive Toxicity

CHEMICAL	DATE OF ADDITION TO LIST
Arsenic (inorganic arsenic compounds)	5/1/1997

Benzene	12/26/1997
Lead	2/27/1987
Toluene	1/1/1991
Urethane	10/1/1994
Cadmium	5/1/1997
Carbon disulfide	7/1/1989
Carbon monoxide	7/1/1989
Nicotine	4/1/1990
1,3-Butadiene	5/16/2004

1.6 These additions took place more than twenty (20) months before CAG served its “Sixty-Day Notice of Intent To Sue For Violations Of The Safe Drinking Water And Toxic Enforcement Act of 1986” which is further described below.

1.7 The above listed chemicals are referred to hereafter as the “Listed Chemicals.”

1.8 On or about March 11, 2011, CAG served Walgreen and certain relevant public enforcement agencies with documents entitled “Sixty-Day Notice Of Intent To Sue For Violations Of The Safe Drinking Water And Toxic Enforcement Act of 1986” (“Notice”). The Notice alleged that Walgreen violated Proposition 65 by failing to warn consumers in California that use of Covered Products exposes persons to Listed Chemicals.

1.9 The Parties enter into this Settlement Agreement to settle disputed claims between the Parties as set forth below concerning the Parties' and the Covered Products' compliance with Proposition 65 (the "Dispute").

1.10 By execution of this Settlement Agreement, the Parties do not admit any facts or conclusions of law, including, but not limited to, any facts or conclusions of law regarding any violation of Proposition 65, or any other statutory, regulatory, common law, or equitable doctrine. Nothing in this Settlement Agreement shall be construed as an admission by the Parties of any fact, conclusion of law, issue of law, or violation of law. Nothing in this Settlement Agreement, nor compliance with its terms, shall constitute or be construed, considered, offered, or admitted as evidence of an admission or evidence of fault, wrongdoing, or liability by Walgreen, its officers, directors, employees, or parents, subsidiaries or affiliated corporations, in any administrative or judicial proceeding or litigation in any court, agency, or forum. Except for the allegations settled and compromised, nothing in this Settlement Agreement shall prejudice, waive, or impair any right, remedy, argument, or defense that CAG or Walgreen may have against one another in any other pending legal proceeding as to allegations unrelated to the Dispute or claims released herein.

2.0 Release

This Settlement Agreement is a full, final, and binding resolution between CAG, on the one hand, and (a) Walgreen, and its owners, parents, subsidiaries, affiliates, sister and related companies, employees, shareholders, officers, directors, insurers, attorneys, predecessors, successors, and assigns (collectively

“Releasees”) and (b) all entities to whom Releasees directly or indirectly provide, distribute or sell the Covered Products, including but not limited to distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees, (“Downstream Releasees”), on the other hand, of any violation or claimed violation of Proposition 65 or any statutory or common law claim that has been or could have been asserted against the Releasees and Downstream Releasees regarding exposing persons to the Listed Chemicals and the failure to warn about exposure to the Listed Chemicals arising only in connection with the Covered Products manufactured, shipped and/or otherwise distributed prior to the Effective Date, even if sold by Downstream Releasees after the Effective Date. The Covered Products are only limited to those sold by Walgreen. Walgreen’s compliance with this Settlement Agreement shall constitute compliance with Proposition 65 with respect to the Listed Chemicals in the Covered Products for both Releasees and Downstream Releasees for any Covered Products distributed and/or sold by Releasees or Downstream Releasees after the Effective Date. CAG, its past and current agents, representatives, attorneys, successors, and/or assignees, hereby waives and releases with respect to the Covered Products all rights to institute or participate in, directly or indirectly, any form of legal action, including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses (including, but not limited to, investigation fees, expert fees, and attorneys’ fees) (collectively “Claims”), against Releasees and/or Downstream Releasees that arise under Proposition 65 or any other statutory or common law

claims that were or could have been asserted, only to the extent that such claims relate to Releasees' and/or Downstream Releasees' alleged exposure of persons to the Listed Chemicals contained in the Covered Products or any failure by Releasees and Downstream Releasees to warn about exposures to the Listed Chemical contained in the Covered Products.

It is intended by the Parties that the releases provided in this Paragraph 2.0 shall prevent CAG from asserting any Claims against Releasees and/or Downstream Releasees that arise under Proposition 65 or any other statutory or common law, to the extent that such claims relate to Releasees' and/or Downstream Releasees' alleged exposure of persons to the Listed Chemicals or any failure by Releasees and Downstream Releasees to warn about exposures to the Listed Chemicals in the Covered Products.

CAG, its past and current agents, representatives, attorneys, successors, and/or assignees, provide a general release herein which shall be effective as a full and final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of any nature, character or kind, known or unknown, suspected or unsuspected, against Releasees and Downstream Releasees arising under Proposition 65, only to the extent that such claims relate to Releasees' alleged exposure of persons to the Listed Chemicals in the Covered Products, and the failure to warn about exposures to the Listed Chemicals contained in the Covered Products sold by Releasees and/or Downstream Releasees through the Effective Date of this

Settlement Agreement. CAG acknowledges that it is familiar with Section 1542 of Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

CAG, its past and current agents, representatives, attorneys, successors, and/or assignees expressly waives and relinquishes any and all rights and benefits which it may have under, or which may be conferred on it by the provisions of Civil Code § 1542 as well as under any other state or federal statute or common law principle of similar effect, to the fullest extent that it may lawfully waive such rights or benefits pertaining to the released matters.

3.0 Walgreen's Duties

3.1 Walgreen agrees, promises, and represents that by sixty (60) days after the Effective Date of this Settlement Agreement, it shall cause to have posted in its stores that sell smokeless tobacco products and cigars/cigarillos, a sign containing language substantially similar to the following: **“WARNING: PURSUANT TO THE PROVISIONS OF THE CALIFORNIA HEALTH AND SAFETY CODE, SMOKELESS TOBACCO PRODUCTS AND GIGARS CONTAIN/PRODUCE CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER AND/OR BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM.”**

3.2 The warning shall be placed on a sign measuring at least 5 inches by 8 inches and displayed at the point of sale or purchase in a manner that is reasonably likely to be viewed by consumers purchasing the cigars or smokeless tobacco.

4.0 Payments

4.1 WALGREEN agrees, to pay a total of thirty-five thousand dollars (\$35,000.00) within fifteen (15) days of the Effective Date by separate checks apportioned as follows:

4.1.1 Payment to CAG: six thousand dollars (\$6,000.00) shall be paid to Consumer Advocacy Group, Inc. The check shall be delivered to: Reuben Yeroushalmi, Yeroushalmi & Associates, 9100 Wilshire Boulevard, Suite 610E, Beverly Hills, California 90212. By the Effective Date, CAG shall provide WALGREEN with CAG's Employer Identification Number.

4.1.2 Attorneys' Fees and Costs: twenty-eight thousand dollars (\$28,000.00) of such payment shall be paid to Yeroushalmi & Associates, as CAG's attorneys, for reasonable investigation fees and costs, attorneys' fees, and any other costs incurred as a result of investigating and bringing this matter to WALGREEN' attention. The check shall be delivered to: Reuben Yeroushalmi, Yeroushalmi & Associates, 9100 Wilshire Boulevard, Suite 610E, Beverly Hills, California 90212. By the Effective Date, Yeroushalmi & Associates shall provide WALGREEN with its Employer Identification Number.

4.1.3 Penalty: WALGREEN shall issue two separate checks for a total amount of one thousand dollars (\$1,000.00) as penalties pursuant to Health & Safety Code § 25249.12: (a) one check made payable to the State of California's Office of Environmental Health Hazard Assessment (OEHHA) in the amount of seven hundred and fifty dollars (\$750.00), representing 75% of the total penalty; and (b) one check to Consumer Advocacy Group, Inc. in the amount of two hundred and fifty dollars (\$250.00), representing 25% of the total penalty. Two separate 1099s shall be issued for the above payments: The first 1099 shall be issued to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-0284486) in the amount of \$750.00. The second 1099 shall be issued in the amount of \$250.00 to CAG and delivered to: Yeroushalmi & Associates, 9100 Wilshire Boulevard, Suite 610E, Beverly Hills, California 90212.

5.0 Authority to Enter Into Settlement Agreement

5.1 CAG represents that its signatory to this Settlement Agreement has full authority to enter into and legally bind CAG to this Settlement Agreement.

5.2 WALGREEN represents that its signatory to this Settlement Agreement has full authority to enter into and legally bind WALGREEN to this Settlement Agreement.

6.0 Report of the Settlement Agreement to the Office of the Attorney General Of California

6.1 CAG shall report this Settlement Agreement to the Attorney General's Office within five (5) days of the Parties' execution of this Settlement Agreement.

7.0 Execution in Counterparts and Facsimile

7.1 This Settlement Agreement may be executed in counterparts, which taken together shall be deemed to constitute the same document. A facsimile or portable document format (PDF) signature shall be as valid as the original.

8.0 Entire Agreement

8.1 This Settlement Agreement contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and all related prior discussions, negotiations, commitments, and understandings. No other agreements, oral or otherwise, exist to bind any of the Parties.

9.0 Modification of Settlement Agreement

9.1 Any modification to this Settlement Agreement shall be in writing and signed by the Parties.

10.0 Application of Settlement Agreement

10.1 This Settlement Agreement shall apply to, be binding upon, and inure to the benefit of, CAG and the Releasees and Downstream Releasees identified in Section 2 above.

11.0 Enforcement of Settlement Agreement

11.1 Any party may file suit before the Superior Court of the County of Los Angeles, consistent with the terms and conditions set forth in paragraphs 11.2 and 11.3 of this Settlement Agreement, to enforce the terms and conditions contained in this Settlement Agreement. The prevailing party shall be entitled to its reasonable attorneys' fees and costs associated with such enforcement.

11.2 No action to enforce this Settlement Agreement may be commenced or maintained, and no notice of violation related to the Covered Products may be served or filed against WALGREEN by CAG, unless the party seeking enforcement or alleging violation notifies the other party of the specific acts alleged to breach this Settlement Agreement at least 90 days before serving or filing any action or Notice of Violation and the entity receiving the notice fails to comply with the requirements set forth in Section 11.3 below. Any notice to WALGREEN must contain (a) the name of the product, (b) specific dates when the product was sold after the Effective Date in California without either reformulation or a Proposition 65 compliant warning, (c) the store or other place at which the product was available for sale to consumers, and (d) any other evidence or other support for the allegations in the notice.

11.3 Within 30 days of receiving the notice described in Section 11.2, WALGREEN shall either (1) place the required warnings under Section 3.1 in the store or other place at which the product was available for sale to the public, or (2) remove the offending product from inventory, or (3) refute the information provided under Section 11.2. Should the parties be unable to resolve the dispute, any party may seek relief under Section 11.1.

12.0 Notification Requirements

12.1 Any notice required or permitted hereunder shall be effective only if given in writing and delivered in person, certified or registered mail return receipt requested, or traceable overnight delivery service, to the following designees:

For CAG:

Reuben Yeroushalmi
YEROUSHALMI & ASSOCIATES
9100 Wilshire Boulevard, Suite 610E
Beverly Hills, CA 90212

For WALGREEN:

Andrew J. Marks, Esq.
Walgreen Co.
104 Wilmot Road, M/S #1447
Deerfield, IL 60015

With a copy to:

Renee D. Wasserman
ROGERS JOSEPH O'DONNELL, PC
311 California Street, 10th Floor
San Francisco, CA 94104

Any party may change its designee(s) for purposes of notification by providing written notice of such change pursuant to this section.

13.0 SEVERABILITY

13.1 If, subsequent to the execution of this Settlement Agreement, any of the provisions of this Settlement Agreement are held by a court to be unenforceable, the validity of the enforceable provisions remaining shall not be adversely affected.

14.0 GOVERNING LAW

14.1 The terms of this Settlement Agreement shall be governed by the laws of the State of California and apply within the State of California. In the event that Proposition 65 is repealed, preempted or is otherwise rendered inapplicable by reason of law generally, or as to the Listed Chemicals and/or the Covered

Products, then WALGREEN shall provide written notice to CAG of any asserted change in the law, and shall have no further obligations pursuant to this Settlement Agreement with respect to, and to the extent that, the Covered Products are so affected.

CONSUMER ADVOCACY GROUP, INC.

Dated: 4-30-12

By: 

Printed Name: Michel Sassoon

Title: executive director

WALGREEN CO.

Dated: April 29, 2013 By: 

Printed Name: W. Bryan Pugh

Title: VP Merchandise