

1 STEPHEN URE, ESQ.
LAW OFFICES OF STEPHEN URE, PC
2 1518 Sixth Avenue
San Diego, CA 92101
3 Telephone: 619-235-5400

4 Attorneys for Plaintiff, Evelyn Wimberley

5

6

7

8

SUPERIOR COURT OF THE STATE OF CALIFORNIA

9

COUNTY OF SAN DIEGO

10 EVELYN WIMBERLEY,

11 Plaintiff,

12 v.

13 HAMPTON PRODUCTS INTERNATIONAL
CORPORATION;
14 ACE HARDWARE CORPORATION
DOES 1-25

15 Defendants.

16

17

18

19

20

21

22

23

24

25

26

27

28

Case No.

UNLIMITED JURISDICTION

**STIPULATION RE ENTRY OF
CONSENT JUDGMENT AS TO
HAMPTON PRODUCTS
INTERNATIONAL
CORPORATION AND TO ACE
HARDWARE CORPORATION**

Complaint Filed: _____, 2013

1 **1. INTRODUCTION**

2 **1.1 The Parties**

3 This Stipulation and [Proposed] Order Re Consent Judgment (“Consent Judgment”) is
4 hereby entered into by and between Evelyn Wimberley acting on behalf of the public interest
5 (“Wimberley”), Ace Hardware Corporation (“Ace”), and Hampton Products International
6 Corporation (“Hampton”). Ace and Hampton shall be referred to hereafter individually as a
7 “Defendant” and collectively as “Defendants,” with Wimberley, Ace and Hampton collectively
8 referred to as the “Parties” and each of them as a “Party.” Wimberley is an individual residing in
9 California who seeks to promote awareness of exposures to toxic chemicals and improve human
10 health by reducing or eliminating hazardous substances contained in consumer products. Each
11 Defendant employs ten or more persons and each is a person in the course of doing business for
12 purposes of Proposition 65, Cal. Health & Safety Code § 25249.6 *et seq.*

13 **1.2 Allegations and Representations**

14 Wimberley alleges that Defendants have offered for sale in the State of California and
15 have sold in California brass locks, hardware and accessories containing lead, and that such sales
16 have not been accompanied by Proposition 65 warnings. Lead is listed under Proposition 65 as a
17 chemical known to the State of California to cause cancer and birth defects or other reproductive
18 harm. Wimberley has identified the “Ace Surface Bolt” UPC 082901145080 (hereafter “Brass
19 Door and Window Decorative Hardware” or Category A), “Gate Hook and Eyes” UPC
20 082901145615 (hereafter “Exterior Decorative Brass Hardware” or Category B), “Handrail
21 Bracket” UPC 082901145424 (hereafter “Interior Decorative Brass Hardware” or Category C),
22 and “Cup Hook” UPC 082901135234 (hereafter “Brass Threaded Wire Products” or Category D)
23 as specific examples of the categories of brass products that are the subject of her allegations.

24 For purposes of this Consent Judgment only, Hampton represents that the above-listed
25 products are manufactured for and distributed to Ace and others by Hampton and Defendants had
26 no reason to believe that the items contained lead until receiving Wimberley’s 60-Day Notice on
27 or about December 28, 2012 or its Supplemental 60-Day Notice on or before June 30, 2013.

1 **1.3 Product Description**

2 The products that are covered by this Consent Judgment include Brass Door and Window
3 Decorative Hardware, Exterior Decorative Brass Hardware, Interior Decorative Brass Hardware,
4 and Brass Threaded Wire Products, together with all product packaging and written instructions
5 or information, if any, and which contain exposed brass or other metals containing lead that are
6 distributed by Hampton to Ace and others and sold by Defendants in California. All such items
7 shall be referred to herein as the “Covered Products.”

8 **1.4 Notices of Violation/Complaint**

9 a. On or about December 28, 2012, Wimberley served Ace and various public
10 enforcement agencies with a document entitled “60-Day Notice of Violation” pursuant to Health
11 & Safety Code § 25249.7(d) (the “Notice”), alleging that Ace was in violation of Proposition 65
12 for failing to warn consumers and customers that Ace Surface Bolt, and products in Category A
13 referred to as “Door Hardware/Entry Bolt,” exposed users in California to lead. No public
14 enforcer diligently prosecuted the claims threatened in the Notice within sixty days plus service
15 time relative to the provision of the Notice to them by Wimberley.

16 b. On or before June 30, 2013, Wimberley shall serve Ace, Hampton, and various
17 public enforcement agencies with a document entitled “Supplemental 60-Day Notice of
18 Violation” pursuant to Health & Safety Code § 25249.7(d) (the “Supplemental Notice”),
19 clarifying the scope of Category A (as being more broad than was described in the original
20 Notice) and further alleging that Defendants were in violation of Proposition 65 for failing to
21 warn consumers and customers that the Covered Products in Categories B, C and D exposed users
22 in California to lead.

23 c. On a date that is at least forty-five (45) days after the issuance of the Supplemental
24 Notice, Wimberley, acting in the interest of the general public in the State of California, shall file
25 a complaint (“Complaint”) in the Superior Court of San Diego County alleging violations of
26 Health & Safety Code § 25249.6 based on the alleged exposures to lead contained in the Covered
27 Products manufactured, distributed, or sold by Ace and/or Hampton, as set forth in the Notice. In
28 the event that no public enforcer undertakes the diligent enforcement of the allegations set forth

1 for the Covered Products in Categories B, C and D as specified in the Supplemental Notice prior
2 to the expiration of the 60-day notice period, the Complaint shall be deemed amended to include
3 said allegations.

4 d. Wimberley shall stipulate to a fifteen-day extension pursuant to California Rule of
5 Court 3.110(d) for Defendants to file and serve their responsive pleadings, if any, and in no event
6 shall Wimberley seek a default judgment against either or both Defendants for any failure to file
7 and serve their responsive pleadings.

8 **1.5 Stipulation as to Jurisdiction/No Admission**

9 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
10 jurisdiction over Defendants as to the allegations contained in the complaint filed in this matter,
11 that venue is proper in the County of San Diego, and that this Court has jurisdiction to approve,
12 enter, and oversee the enforcement of this Consent Judgment as a full and final binding resolution
13 of all claims which were or could have been raised in the Complaint based on the facts alleged
14 therein and/or in the Notice or Supplemental Notice.

15 Wimberley and Defendants enter into this Consent Judgment as a full and final settlement
16 of all claims that were raised in the Complaint, or which could have been raised in the Complaint,
17 arising out of the facts or conduct related to Defendants alleged therein. Defendants deny the
18 material allegations contained in Wimberley's Notice, Supplemental Notice and Complaint and
19 maintain that they have not violated Proposition 65. Nothing in this Consent Judgment shall be
20 construed as an admission by Defendants of any fact, finding, issue of law, or violation of law;
21 nor shall compliance with this Consent Judgment constitute or be construed as an admission by
22 Defendants of any fact, finding, conclusion, issue of law, or violation of law, such being
23 specifically denied by Defendants. However, this section shall not diminish or otherwise affect
24 the obligations, responsibilities, and duties of Defendants under this Consent Judgment. Nothing
25 in this Consent Judgment shall prejudice, waive or impair any right, remedy, argument or defense
26 the Parties may have in this or any other pending or future legal proceedings. This Consent
27 Judgment is the product of negotiation and compromise and is accepted by the Parties solely for
28

1 purposes of settling, compromising, and resolving issues disputed in the Complaint. This
2 Consent Judgment shall not be used for any other purpose or in any other manner.

3 **1.6 Effective Date**

4 For purposes of this Consent Judgment, the term “Effective Date” shall mean the date this
5 Consent Judgment is entered as a judgment of the Court. For purposes of this Consent Judgment,
6 the term “Execution Date” shall mean the date this Consent Judgment is signed by all Parties in
7 Clause 14 below.

8 **2. INJUNCTIVE RELIEF: WARNINGS**

9 Commencing on the Effective Date, and except as set forth in Section 2.6, Defendants
10 shall not ship, sell, or offer to sell in California any Covered Product that does not include a
11 warning as provided in Section 2.1.

12 **2.1 Warnings**

13 Commencing on the Effective Date, Covered Products containing more than .01 percent
14 lead by weight (100 ppm) using a method of sufficient sensitivity to establish a limit of
15 quantification (as distinguished from detection) of more than 100 ppm, shall be accompanied by a
16 warning as described in Section 2.2 below. Where warnings are utilized, Hampton shall date-
17 stamp or otherwise identify on the product packaging when the Covered Products were packaged
18 and shall provide production documentation to Wimberley upon request sufficient to demonstrate
19 when the warning language was implemented.

20 **2.2 Warnings to Be Utilized**

21 Where required under Section 2.1 above, Hampton shall provide Proposition 65 warnings
22 as follows:

23 **California Prop. 65 WARNING: This product contains lead, a chemical known to**
24 **the State of California to cause birth defects or other reproductive harm.**

25 **OR**

26 **California Prop. 65 WARNING: This product contains one or more chemicals**
27 **known to the State of California to cause cancer and birth defects or other**
28 **reproductive harm.**

1 **OR**

2 **WARNING: This product contains one or more chemicals known to the State of**
3 **California to cause cancer and birth defects or other reproductive harm. Wash**
4 **hands after handling.**

5 **2.3 Placement of Product Warnings**

6 Where utilized to meet the criteria set forth in Section 2.1, Defendants shall provide the
7 warning language set forth in Section 2.2 either:

8 a. With the unit package of the Covered Products or affixed to the Covered Products.

9 Such warning shall be prominently affixed to or printed on each Covered Product's label or
10 package or the Covered Product itself. If printed on the label, the warning shall be contained in
11 the same section that states other safety warnings, if any, concerning the use of the Covered
12 Product; Defendants may continue to utilize, on an ongoing basis, unit packaging containing
13 substantively the same Proposition 65 warnings as those set forth in Section 2.2 above, but only
14 to the extent such packaging materials have already been printed within ninety days of the
15 Effective Date, or

16 b. In the owner's manual of another product in which the Covered Product is a
17 component, but only if the other product: (i) may cause serious injury or bodily harm unless used
18 as directed; (ii) is sophisticated, difficult to understand or install, set up, or assemble; or (iii) has
19 one or more features a consumer must read about in order to know how to program or use the
20 Covered Product. If the warning is given in the owner's manual pursuant to this subsection, it
21 shall be located in one of the following places in the manual: the outside of the front cover; the
22 inside of the front cover; the first page other than the cover; or the outside of the back cover. The
23 warning shall be printed or stamped in the manual or contained in a durable label or sticker
24 affixed to the manual in a font no smaller than the font used for other chemically related safety
25 warnings in the manual. Alternatively, the warning may be included in a safety warning section
26 of the owner's manual. Defendants continue to utilize, on an ongoing basis, owner's manuals
27 containing substantively the same Proposition 65 warnings and without the additional
28

1 admonitions as those set forth in Section 2.2 above, but only to the extent such manuals have
2 already been printed within ninety days of the Effective Date. Owner's manual warnings may
3 only be allowed if the owner's manual is sold in the same package and at the same time as the
4 other product and not for Covered Products sold separately.

5 **2.4 Listed Warnings Are Not Exclusive**

6 The requirements for warnings, set forth in Sections 2.2 and 2.3 above, are imposed
7 pursuant to the terms of this Consent Judgment. The Parties recognize that these are not the
8 exclusive methods of providing a warning under Proposition 65 and its implementing regulations
9 and that they may or may not be appropriate in other circumstances.

10 **2.5 Warnings No Longer Required**

11 If Proposition 65 warnings for lead or lead compounds or other specified chemicals should
12 no longer be required, Defendants shall have no further warning obligations pursuant to this
13 Consent Judgment. Except in the event that a change in the law requires modification or ceases
14 to require such warnings, should Defendants cease to implement or modify the warnings required
15 under this Settlement Agreement, Defendants shall provide written notice to Wimberley (through
16 counsel) of its intent to do so, and of the basis for its intent, no fewer than thirty (30) days in
17 advance.

18 **2.6 Covered Products in the Stream of Commerce**

19 Covered Products that have been manufactured, distributed, shipped or sold, or that are
20 otherwise in the stream of commerce, prior to the Effective Date shall be released from any and
21 all claims that were brought or that could have been brought by Wimberley in this action, as
22 though they were covered claims within the meaning of Section 5 of this Consent Judgment.

23 **3. PAYMENTS PURSUANT TO HEALTH & SAFETY CODE § 25249.7(b)**

24 With regard to all claims that have been raised or which could be raised with respect to
25 failure to warn pursuant to Proposition 65 with regard to lead in the Covered Products,
26 Defendant(s) shall pay a civil penalty of \$1,000.00 pursuant to Health and Safety Code section
27 25249.7(b), to be apportioned in accordance with California Health & Safety Code § 25192, with
28 75% of these funds remitted to the State of California's Office of Environmental Health Hazard

1 Assessment and the remaining 25% of the penalty remitted to Wimberley, as provided by
2 California Health & Safety Code § 25249.12(d) and the instructions directly below.

3 Defendant(s) shall issue two separate checks for the penalty payment: (a) one check made
4 payable to “OEHHA” (tax identification number: 68-0284486) in an amount representing 75% of
5 the total penalty (i.e., \$750.00); and (b) one check in an amount representing 25% of the total
6 penalty (i.e., \$250.00) made payable directly to Wimberley. Defendant(s) shall mail these
7 payments within one day following the Execution Date, to be held in trust by Wimberley’s
8 counsel, until the Effective Date, at which time such payments shall be mailed to the following
9 addresses respectively:

10 Proposition 65 Settlement Coordinator
11 California Department of Justice
12 1515 Clay Street, 20th Floor
Oakland, CA 94612-1413

13 Ms. Evelyn Wimberley
14 c/o Law Offices of Stephen Ure, PC
15 1518 Sixth Ave.
San Diego, CA 92101

16 **4. REIMBURSEMENT OF FEES AND COSTS**

17 The Parties reached an accord on the compensation due to Wimberley and her counsel
18 under the private attorney general doctrine and principles of contract law. Under these legal
19 principles, Defendants shall reimburse Wimberley’s counsel for fees and costs, incurred as a
20 result of investigating, bringing this matter to Defendant(s)’ attention, and negotiating a
21 settlement in the public interest. Defendants shall pay Wimberley’s counsel \$38,000.00 for all
22 attorneys’ fees, expert and investigation fees, and related costs associated with this matter.
23 Defendant(s) shall wire said monies to the “Law Offices of Stephen Ure, PC” (tax identification
24 number 42-1641673) within one day following the Execution Date. The Law Offices of Stephen
25 Ure, PC will provide Defendants with wire instructions and tax identification information on or
26 before the Execution Date. Other than the payment required hereunder, each side is to bear its
27 own attorneys’ fees and costs.
28

1 **5. RELEASE OF ALL CLAIMS**

2 **5.1 Release of Defendant(s) and Downstream Customers**

3 Wimberley, on behalf of herself *and in the public interest* pursuant to Health & Safety
4 Code § 25249.7(d), releases, waives, and forever discharges any and all claims against
5 Defendants and each of their downstream distributors, wholesalers, licensors, licensees,
6 auctioneers, retailers, franchisees, dealers, customers, owners, purchasers, users, parent
7 companies, corporate affiliates, subsidiaries, and their respective officers, directors, attorneys,
8 representatives, shareholders, agents, and employees, and sister and parent entities (collectively
9 “Releasees”) from all claims that have been or could have been asserted in the public interest
10 against Defendants for violations of Proposition 65 in connection with Covered Products
11 manufactured, distributed, or sold by Defendants prior to the Effective Date. Compliance with
12 the terms of this Consent Judgment constitutes compliance with Proposition 65 with respect to
13 exposures to lead from the Covered Products.

14 The Parties further understand and agree that this release shall not extend upstream to any
15 entities that manufactured the Covered Products for Hampton or any component parts thereof or
16 to any distributors or suppliers who sold Covered Products or any component parts thereof to
17 Hampton (“Upstream Entities”).

18 In addition to the foregoing, Wimberley, on behalf of herself, her past and current agents,
19 representatives, attorneys, and successors and/or assignees, and *not* in her representative capacity,
20 hereby waives all rights to institute or participate in, directly or indirectly, any form of legal
21 action and releases any other claims that she could make against Defendants or their Releasees
22 arising up to the Effective Date with respect to violations of Proposition 65 based upon the
23 Covered Products. With respect to the foregoing waivers and releases in this paragraph,
24 Wimberley hereby specifically waives any and all rights and benefits which she now has, or in the
25 future may have, conferred by virtue of the provisions of Section 1542 of the California Civil
26 Code, which provides as follows:

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

6 **5.2 Defendant's Release of Wimberley**

7 Defendants waive any and all claims against Wimberley, her attorneys and other
8 representatives, for any and all actions taken or statements made (or those that could have been
9 taken or made) by Wimberley and her attorneys and other representatives, whether in the course
10 of investigating claims or otherwise seeking enforcement of Proposition 65 against it in this
11 matter, and/or with respect to the Covered Products.

12 **6. SEVERABILITY AND MERGER**

13 If, subsequent to the execution of this Consent Judgment, any of the provisions of this
14 document are held by a court to be unenforceable, the validity of the enforceable provisions
15 remaining shall not be adversely affected.

16 This Consent Judgment contains the sole and entire agreement of the Parties, and any and
17 all prior negotiations and understandings related hereto shall be deemed to have been merged
18 within it. No representations or terms of agreement other than those contained herein exist or
19 have been made by any Party with respect to the other Party or the subject matter hereof.

20 **7. GOVERNING LAW**

21 The terms of this Consent Judgment shall be governed by the laws of the State of
22 California and apply within the State of California. Compliance with the terms of this Consent
23 Judgment resolves any issue, now or in the future, with the requirements of Proposition 65 with
24 respect to alleged exposures to lead arising from the Covered Products. In the event that
25 Proposition 65 is repealed or is otherwise rendered inapplicable by reason of law generally, or as
26 to the Covered Products, then Defendant(s) shall provide written notice to Wimberley of any
27 asserted change in the law, and shall have no further obligations pursuant to this Consent
28 Judgment with respect to the Covered Products and to the extent that the Covered Products are so
affected.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

8. NOTICES

Unless specified herein, all correspondence and notices required to be provided pursuant to this Consent Judgment shall be in writing and personally delivered or sent by (i) first-class mail; or (ii) overnight courier on any party by the other party at the following addresses:

For Hampton :

Robert S. Nicksin, Esq.
O'Melveny & Myers LLP
400 South Hope Street
Los Angeles, California 90071

For Ace:

Lee N. Smith
Weintraub Tobin Chediak Coleman Grodin Law Corporation
400 Capitol Mall, 11th Floor
Sacramento, California 95814

For Wimberley:

Stephen Ure, Esq.
Law Offices of Stephen Ure, PC
1518 Sixth Avenue
San Diego, California 92101

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

9. COUNTERPARTS; FACSIMILE SIGNATURES

This Consent Judgment may be executed in counterparts and by facsimile, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

10. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)/COURT APPROVAL

Wimberley agrees to comply with the requirements set forth in California Health & Safety Code § 25249.7(f) and to bring a Motion for Approval of this Consent Judgment no later than seventy (70) days after issuance of the Supplemental Notice, and Defendants shall support approval of such Motion.

1 This Consent Judgment shall not be effective until it is approved and entered by the Court
2 and shall be null and void if, for any reason, it is not approved and entered by the Court within
3 twelve months after it has been fully executed by the Parties, in which case all penalties and
4 attorneys' fees paid by each Defendant shall be returned to each Defendant immediately. If this
5 Consent Judgment is not entered by the Court, it shall be not be introduced into evidence or
6 otherwise used in any proceeding for any purpose.

7 **11. MODIFICATION**

8 This Consent Judgment may be modified only by further stipulation of the Parties and the
9 approval of the Court or upon the granting of a motion brought to the Court by any Party. Any
10 Party seeking to modify this Consent Judgment shall attempt in good faith to meet and confer
11 with the other Party prior to filing a motion to modify the Consent Judgment.

12 **12. ATTORNEY'S FEES**

13 12.1 A party who unsuccessfully brings or contests an action arising out of this Consent
14 Judgment shall be required to pay the prevailing party's reasonable attorney's fees and costs
15 unless the unsuccessful party has acted with substantial justification. For purposes of this
16 Consent Judgment, the term substantial justification shall carry the same meaning as used in the
17 Civil Discovery Act of 1986, Code of Civil Procedure Section 2016, et seq.

18 12.2 Nothing in this Section shall preclude a Party from seeking an award of sanctions
19 pursuant to law.

20 **13. RETENTION OF JURISDICTION**

21 This Court shall retain jurisdiction of this matter to implement or modify the Consent
22 Judgment.

23 **14. ENFORCEMENT AND CURE PROCEDURES**

24 Prior to bringing any motion or order to show cause to enforce the terms of this Consent
25 Judgment, a Party seeking to enforce shall provide the non-complying party forty-five (45) days'
26 advance written notice of the alleged noncompliance. The Parties shall meet and confer during
27 such forty-five (45) day period in an effort to try to reach agreement on an appropriate cure for
28 the alleged noncompliance. After such forty-five (45) day period, the Party seeking to enforce

1 may, by new action, motion or order to show cause before the Superior Court of San Diego
2 County, seek to enforce the terms and conditions contained in this Consent Judgment. Any
3 enforcement by Wimberley of the terms of this Consent Judgment will be limited to the Covered
4 Products.

5 **15. AUTHORIZATION**

6 The undersigned are authorized to execute this Consent Judgment on behalf of their
7 respective Parties and have read, understood and agree to all of the terms and conditions of this
8 document and certify that he or she is fully authorized by the Party he or she represents to execute
9 the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as
10 explicitly provided herein, each Party is to bear its own fees and costs.

11 **APPROVED AS TO FORM:**

12 Dated: June 4, 2013

O'MELVENY & MYERS LLP

13 By: 
14

Robert S. Nicksin
Attorneys for Defendant
HAMPTON PRODUCTS
INTERNATIONAL CORPORATION

15 Dated: June 4, 2013

LAW OFFICES OF STEPHEN URE, PC

16 By: 
17

Stephen Ure, Esq.
Attorneys for Plaintiff
EVELYN WIMBERLEY

18 Dated: June _____, 2013

WEINTRAUB, TOBIN, CHEDIAK,
COLEMAN, GRODIN LAW
CORPORATION

19 By: _____
20

Lee N. Smith
Attorneys for Defendant
ACE HARDWARE CORPORATION

1 may, by new action, motion or order to show cause before the Superior Court of San Diego
2 County, seek to enforce the terms and conditions contained in this Consent Judgment. Any
3 enforcement by Wimberley of the terms of this Consent Judgment will be limited to the Covered
4 Products.

5 **15. AUTHORIZATION**

6 The undersigned are authorized to execute this Consent Judgment on behalf of their
7 respective Parties and have read, understood and agree to all of the terms and conditions of this
8 document and certify that he or she is fully authorized by the Party he or she represents to execute
9 the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as
10 explicitly provided herein, each Party is to bear its own fees and costs.

11 **APPROVED AS TO FORM:**

12 Dated: June 4, 2013

O'MELVENY & MYERS LLP

13 By: 
14 Robert S. Nicksin

15 Attorneys for Defendant
16 HAMPTON PRODUCTS
INTERNATIONAL CORPORATION

17 Dated: June _____, 2013

LAW OFFICES OF STEPHEN URE, PC

18 By: _____

19 Stephen Ure, Esq.
20 Attorneys for Plaintiff
EVELYN WIMBERLEY

21 Dated: June 6, 2013

22 WEINTRAUB, TOBIN, CHEDIAK,
23 COLEMAN, GRODIN LAW
CORPORATION

24 By: 
25 Lee N. Smith

26 Attorneys for Defendant
27 ACE HARDWARE CORPORATION
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Date: 6/4/13

By: 
EVELYN WIMBERLEY

Date: _____

By: _____
On Behalf of:
HAMPTON PRODUCTS
INTERNATIONAL CORPORATION

AGREED TO:

Date: _____

By: _____
On Behalf of:
ACE HARDWARE CORPORATION

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IT IS HEREBY SO STIPULATED:

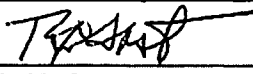
AGREED TO:

Date: _____

By: _____
EVELYN WIMBERLEY

AGREED TO:

Date: MAY 4, 2013

By: 
On Behalf of:
HAMPTON PRODUCTS
INTERNATIONAL CORPORATION

AGREED TO:

Date: _____

By: _____
On Behalf of:
ACE HARDWARE CORPORATION

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IT IS HEREBY SO STIPULATED:

AGREED TO:

Date: _____

By: _____
EVELYN WIMBERLEY

AGREED TO:

Date: _____

By: _____
On Behalf of:
HAMPTON PRODUCTS
INTERNATIONAL CORPORATION

AGREED TO:

Date: 6/6/2013

By: 
On Behalf of:
ACE HARDWARE CORPORATION