

SETTLEMENT AGREEMENT
BETWEEN
CONSUMER ADVOCACY GROUP, INC.
AND
TNT SALES CO.

Consumer Advocacy Group, Inc. ("CAG") and TNT Sales Co. ("TNT Sales"), (CAG and TNT Sales hereinafter referred to, individually, as a "Party" and, collectively, as, the "Parties") enter into this agreement ("Settlement Agreement") as of the Effective Date (as hereinafter defined) for the purpose of avoiding prolonged and costly litigation and to settle, compromise and release certain claims as hereinafter set forth, including without limitation, CAG's claims that TNT Sales and the Noticed Parties (hereinafter defined) violated Proposition 65. For purposes of this Settlement Agreement, the "Noticed Parties" shall include David Hoffman, CEO or Current President/CEO of Hoffco Distribution Inc., and Hoffco Distribution Inc.; David Hoffman, CEO or Current President/CEO of Hoffco Brands and Hoffco Brands; David Hoffman, CEO or Current President/CEO of Celltronix and Celltronix; David Hoffman, CEO or Current President/CEO of Hoffco Brands Inc. and Hoffco Brands Inc.; David Hoffman, CEO or Current President/CEO of TNT Sales Co. and TNT Sales Co.; David Hoffman, CEO or Current President/CEO of TNT Sales Golden Inc. and TNT Sales Golden Inc.; Thomas M. O'Brien, CEO or Current President/CEO of Travel Centers of America LLC and Travel Centers of America LLC; Thomas M. O'Brien, CEO or Current President/CEO of TA Operating LLC and TA Operating LLC individually and as successor to Petro

Settlement Agreement between Consumer Advocacy Group and TNT Sales Co.

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Stopping Centers L.P.; Thomas M. O'Brien, CEO or Current President/CEO Nevada Trio Inc. and Nevada Trio Inc. (collectively, the "Noticed Parties"). 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 CAG alleges that TNT Sales and/or the Noticed Parties previously sold, at various times, one or more of the following products:

1.2.1. The "Car Chargers," which include products known or sold as "CELLTRONIX™ 'eco FRIENDLY' 'JUST CHARGE IT™', 'Premium SWIVEL CAR CHARGER' 'Recharge All Your Devices!' 'hoffco BRANDS' '06-CE-P14' Bar Code: 6 84917 60743 1",

1.2.2. The "Sunglasses," which include the products known or sold as "HAWK OPTIX™ 'NIGHT VISION YELLOW LENS GLASSES', '100% UV Protection', Yellow Lens Bronze Frame Sunglasses, "31-HAWK2AVIATOR', UPC: 6 84917 19934 9",

1.2.3. The "Sunglass Cases," which include the products known or sold as "HAWK OPTIX™ Black Vinyl Sunglasses Case' '31-HAWK2AVIATOR', UPC: 6 84917 19934 9",

1.2.4. For purposes of this Settlement Agreement, the Car Chargers, Sunglasses, and Sunglass Cases set forth in subparagraphs 1.2.1, 1.2.2, and 1.2.3

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above are collectively referred to throughout as the "Covered Products".

For purposes of this Settlement Agreement, the Covered Products are limited to CELLTRONIX™ branded Car Chargers, and HAWK OPTIX™ branded eyewear and cases.

1.3 CAG alleges that the Car Chargers, Sunglasses and Sunglass Cases contain lead, and that TNT Sales and the Noticed Parties 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 Sunglasses contain Di (2-ethylhexyl) phthalate (DEHP), also known as Diethyl Hexyl Phthalate and Bis (2-ethylhexyl) phthalate, and that TNT Sales and the Noticed Parties 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 On February 27, 1987, the Governor of California added lead to the list of chemicals known to the State to cause reproductive toxicity (*Cal. Code Regs. tit. 27, § 27001(c)*). Lead is alleged to cause developmental, female, and male reproductive toxicity. On October 1, 1992, the Governor of California added lead and lead compounds to the list of chemicals known to the State to cause cancer (*Cal. Code Regs. tit. 27, § 27001(b)*). 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.

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1.6 On January 1, 1988, the Governor of California added DEHP to the list of chemicals known to the State to cause cancer, and on October 24, 2003, the Governor added DEHP to the list of chemicals known to the State to cause developmental male reproductive toxicity. 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 DEHP and lead are collectively referred to hereafter as the "Listed Chemicals".

1.8 On or about May 10, 2013, CAG served, David Hoffman, CEO or Current President/CEO Hoffco Distribution, Inc.; David Hoffman, CEO or Current President/CEO Hoffco Brands; David Hoffman, CEO or Current President/CEO, Celltronix David M Hoffman; David Hoffman, CEO or Current President/CEO Hoffco Brands, Inc., 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" regarding the Car Charger containing the lead.

1.9 On or about June 20, 2013, CAG served, David Hoffman, CEO or Current President/CEO Hoffco Distribution, Inc.; David Hoffman, CEO or Current President/CEO Celltronix David M Hoffman; David Hoffman, CEO or Current President/CEO Hoffco Brands, Inc.; CEO or Current President/CEO Petro Stopping Centers, L.P., Thomas M. O'Brien, CEO or Current

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President/CEO Travel Centers of America, LLC; Thomas M. O'Brien, CEO or Current President/CEO TA Operating, LLC; Thomas M. O'Brien, CEO or Current President/CEO of Nevada Trio, Inc., Petro Stopping Centers 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" regarding the Car Charger containing lead.

1.10 On or about September 12, 2013, CAG served, David Hoffman, CEO or Current President/CEO TNT Sales Co.; David Hoffman, CEO or Current President/CEO TNT Sales Golden, Inc.; David Hoffman, CEO or Current President/CEO Hoffco Distribution, Inc.; David Hoffman, CEO or Current President/CEO Celltronix David M Hoffman; David Hoffman, CEO or Current President/CEO Hoffco Brands, Inc.; Thomas M. O'Brien, CEO or Current President/CEO Petro Stopping Centers, L.P.; Thomas M. O'Brien, CEO or Current President/CEO Nevada Trio, Inc. Petro Stopping Centers, L.P.; Thomas M. O'Brien, CEO or Current President/CEO Travel Centers of America, LLC; Thomas M. O'Brien, CEO or Current President/CEO TA Operating, LLC, 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" regarding the Car Charger containing lead.

1.11 On or about October 15, 2013, CAG served, David Hoffman, CEO or Current President/CEO TNT Sales Co; David Hoffman, CEO or Current President/CEO TNT Sales Golden, Inc.; David Hoffman, CEO or Current President/CEO Hoffco Distribution, Inc.; David Hoffman, CEO or Current

President/CEO Hoffco Brands, Inc., Thomas M. O'Brien, CEO or Current President/CEO Travel Centers of America, LLC; Thomas M. O'Brien, CEO or Current President/CEO TA Operating, LLC; Thomas M. O'Brien, CEO or Current President/CEO Nevada Trio, Inc.; CEO or Current President/CEO Petro Stopping Centers, L.P. 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" regarding Sunglasses containing DEHP and Sunglass Cases containing lead.

1.12 The Sixty-Day Notices (referred to as "Notices") alleged that TNT Sales, the Noticed Parties and certain other parties violated Proposition 65 by failing to warn consumers in California that use of Covered Products exposes persons to the Listed Chemicals.

1.13 The Parties enter into this Settlement Agreement to settle disputed claims between CAG, on the one hand, and TNT Sales and the Noticed Parties, on the other hand, as set forth in this Settlement Agreement concerning TNT Sales', the Noticed Parties' and the Covered Products' compliance with Proposition 65 and such other claims as are released herein (the "Dispute").

1.14 By executing this Settlement Agreement, the Parties acknowledge and agree that neither the Parties, the Noticed Parties, nor any other person or entity admits any facts, or conclusions of law, issues of law, or violations 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, nor compliance with

its terms, shall constitute or be construed as an admission by the Parties, the Noticed Parties, or any other person or entity or be construed, considered, offered, or admitted as evidence of an admission or evidence of fault, wrongdoing, or liability by TNT Sales, the Noticed Parties, and of their respective officers, directors, employees, or parents, subsidiaries or affiliated corporations, or any other person or entity, in any administrative or judicial proceeding or litigation in any court, agency, or forum. Except for the allegations settled and compromised as hereinafter set forth, nothing in this Settlement Agreement shall prejudice, waive, or impair any right, remedy, argument, or defense that CAG, TNT Sales, and/or the Noticed Parties 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 of Claims

2.1 CAG, acting in its individual capacity and on behalf of its agents, representatives, attorneys, successors, and/or assignees, hereby unconditionally releases and discharges (a) TNT Sales, the Noticed Parties and their respective 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 have provided, distributed, sold or offered for sale the Covered Products, including but not limited to distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees (collectively, "Downstream Releasees"), from and against any and all claims, cause of actions,

liabilities, losses, damages or judgments arising out of or relating in any way to any and all violation(s) or claimed violation(s) of Proposition 65 or any statutory or common law claim that has been, could have been, or may in the future be asserted against TNT Sales, the Noticed Parties, the Releasees and/or the Downstream Releasees regarding any Covered Products manufactured, used, sold, offered for sale, shipped, and/or otherwise distributed or used prior to the Effective Date, even if sold, offered for sale, distributed or used by Downstream Releasees after the Effective Date.

2.2 Without limiting the generality of the foregoing release, CAG, acting in its individual capacity and on behalf of its past and current agents, representatives, attorneys, successors, and/or assignees, hereby waive and forever release 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 TNT Sales, the Noticed Parties, Releasees and/or Downstream Releasees arising out of or relating in any way to Proposition 65 or any other statutory or common law claims that were or could have been asserted in respect of any Covered Products, including without limitation to the extent that such claims relate to the Releasees' and/or the Downstream Releasees' alleged exposure of persons to lead contained in Car Chargers and Sunglass Cases, and DEHP contained in Sunglasses, or any failure by TNT Sales, the Noticed Parties, the

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Releasees and/or the Downstream Releasees to warn about exposures to lead contained in Car Chargers and Sunglass Cases and DEHP contained in Sunglasses.

2.3 It is possible that other injuries, damages, liability, or claims not now known to the Parties arising out of the facts alleged in the 60-day Notices and relating to the Products will develop or be discovered, and this Settlement Agreement and the releases by CAG herein are expressly intended to cover and hereby do cover and extend to all such injuries, damages, liability, and claims, including all rights of action by the Parties therefor.

2.4 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 OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

CAG, on behalf of itself individually and on behalf of its past and current agents, representatives, attorneys, successors, and/or assignees hereby 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.

2.5 The Parties expressly acknowledge and agree that the Releasees, and the Downstream Releasees, and each of them, is a third-party beneficiary (collectively, "Third-Party Beneficiaries") of this Settlement Agreement and all of the releases, waivers, and covenants made by CAG on behalf of itself and/or on behalf of its agents, representatives, attorneys, successors, and/or assignees herein, and shall have the unfettered right to rely on and enforce the terms of this Settlement Agreement and any of the releases, waivers, and covenants made herein as to which they are individually or collectively a beneficiary.

3.0 TNT Sales' Duties

3.1 TNT Sales agrees, promises, and represents that within two months of the Effective Date (the "Reformulation Date"), TNT Sales shall reformulate any Covered Products manufactured and offered for sale by it in California to a point where the level of DEHP in the Covered Products does not exceed 0.1% and the level of lead in the Covered Products does not exceed 100 ppm.

3.2 TNT Sales agrees, promises, and represents that, as of the Effective Date, to the extent it ships or sells any Covered Products in existing inventory that have not been reformulated, it will provide warnings on such Covered Products that comply with Proposition 65. The Parties agree that product labeling stating that "WARNING: This product contains chemicals known to the State of California to cause cancer, or birth defects, or other reproductive harm" shall constitute compliance with Proposition 65 with respect to the Listed Chemicals in the Covered Products for any Covered Products in inventory that had not been

reformulated and was distributed and/or sold by Releasees or Downstream Releasees after the Effective Date.

4.0 Payments

4.1 TNT Sales agrees, in full consideration of all of the terms, covenants, releases and waivers in this Settlement Agreement, to pay a total of forty-nine thousand dollars (\$49,000.00) by separate checks apportioned as follows:

4.1.1 Payment to CAG: Five thousand dollars (\$5,000.00) shall be paid to Consumer Advocacy Group, Inc. The check shall be delivered to: Reuben Yeroushalmi, Yeroushalmi & Associates, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212. By the Effective Date, CAG shall provide TNT Sales with CAG's Employer Identification Number.

4.1.2 Attorneys' Fees and Costs: Forty-two thousand dollars (\$42,000.00) 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 TNT Sales' attention. The check shall be delivered to: Reuben Yeroushalmi, Yeroushalmi & Associates, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212. By the Effective Date, Yeroushalmi & Associates shall provide TNT Sales with its Employer Identification Number.

4.1.3 Penalty: TNT Sales 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 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 fifty dollars (\$250.00), representing 25% of the total penalty. Both checks shall be delivered to: Reuben Yeroushalmi, Yeroushalmi & Associates, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212. Additionally, 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 240W, Beverly Hills, California 90212.

4.1.4 Cedars-Sinai: One thousand dollars (\$1,000) shall be paid to Cedars-Sinai for their research for a cure for children with leukemia. The check shall be delivered to: Reuben Yeroushalmi, Yeroushalmi & Associates, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.

5.0 Authority to Enter Into Settlement Agreement

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5.1 CAG represents that its signatory to this Settlement Agreement has full authority to enter into and legally bind CAG and its agents, representatives, attorneys, successors, and/or assignees to this Settlement Agreement.

5.2 TNT Sales represents that its signatory to this Settlement Agreement has full authority to enter into and legally bind TNT Sales 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 Modification of Settlement Agreement

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

9.0 Application of Settlement Agreement

9.1 This Settlement Agreement shall apply to, be binding upon, and inure to the benefit of, CAG, TNT Sales, the Noticed Parties, the Releasees and the Downstream Releasees identified in this Settlement Agreement.

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10.0 Enforcement of Settlement Agreement

10.1 Any Party or any Third-Party Beneficiary may file suit before the Superior Court of the County of Los Angeles, consistent with the terms and conditions set forth in paragraphs 10.2 and 10.3 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.

10.2 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 TNT Sales, Releasees, Downstream Releasees, and/or Third-Party Beneficiaries by CAG or its agents, representatives, attorneys, successors, and/or assignees, unless the party seeking enforcement or alleging violation notifies the person or entity against whom it seeks to bring such action in writing 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 10.3 below. Any notice by CAG or any other party alleging a violation related to the Settlement Agreement or the Covered Products must contain (a) the name of the product, (b) specific dates when the product was sold after the Effective Date in California, (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.

10.3 Within 30 days of receiving the notice described in Section 10.2, TNT Sales, the Noticed Parties, or the Releasees shall either (1) send the store or other place at which the product was available for sale to the public a letter directing that the offending product be immediately removed from inventory and return it for full credit, including shipping costs, or (2) refute the information provided under Section 11.2. Should the parties be unable to resolve the dispute, any party may seek relief under Section 10.1.

11.0 Notification Requirements

11.1 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, Esq.
YEROUSHALMI & ASSOCIATES
9100 Wilshire Boulevard, Suite 240W
Beverly Hills, CA 90212

For TNT Sales:

Laurence (Trip) W. DeMuth, III, Esq.
FAEGRE BAKER DANIELS LLP
1470 Walnut Street, Suite 300
Boulder, CO 80302

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

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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 and their interpretations and enforcement shall be governed by the laws of 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 Chemical and/or the Covered Products, then TNT Sales shall use reasonable efforts to provide written notice to CAG of any asserted change in the law of which TNT Sales has knowledge, 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: 4-18-14

By: 

Printed Name: Michel Sassoon

Title: 4-18-14 Executive Director

TNT SALES CO.

Dated: 4/14/14

By: 

Printed Name: GREG DOYLE

Title: CHIEF OPERATING OFFICER