

State of California - Department of Justice - Attorney General's Office - Proposition 65 Enforcement Reporting

Attention: Prop 65 Coordinator, 1515 Clay Street, Suite 2000, Oakland, CA 94612

FORM JUS 1501
(03-01)

PRIVATE ENFORCEMENT FILING - Health and Safety Code section 25249.7(e) and (f)

REPORT OF SETTLEMENT

Please print or type required information Original Filing Supplemental Filing Corrected Filing

PARTIES TO THE ACTION	PLAINTIFF(S) Shefa LMV LLC			
	DEFENDANT(S) INVOLVED IN SETTLEMENT Lincoln Products, Inc.			
CASE INFO	COURT DOCKET NUMBER BC529596		COURT NAME Los Angeles Superior Court	
	SHORT CASE NAME Shefa LMV LLC v. Lincoln Products, Inc.			
REPORT INFO	INJUNCTIVE RELIEF Reformulation and/or warning label			
	PAYMENT: CIVIL PENALTY \$20,000	PAYMENT: ATTORNEYS FEES \$22,500	PAYMENT: OTHER 0.00	
	WILL SETTLEMENT BE SUBMITTED TO COURT? <input type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, AFTER ENTRY OF JUDGMENT BY COURT, REPORT OF ENTRY OF JUDGMENT MUST BE SUBMITTED TO ATTORNEY GENERAL	DATE SETTLEMENT SIGNED 06 /26 /2014	
	COPY OF SETTLEMENT MUST BE ATTACHED			
FILER INFO	NAME OF CONTACT Daniel N. Greenbaum			
	ORGANIZATION Law Office of Daniel Greenbaum		TELEPHONE NUMBER (310) 200-2631	
	ADDRESS 14752 Otsego Street		FAX NUMBER (424) 243-7698	
	CITY Sherman Oaks	STATE ZIP CA 91403	E-MAIL ADDRESS danielgreenbaumesq@gmail.com	

FILING INSTRUCTIONS: This form can be completed online and printed. If electronic filing is not available, mail the completed form with a copy of the settlement to the attention of the Prop 65 Coordinator at the address shown above. If you need additional space to complete this form please use an attachment.

1 Daniel N. Greenbaum, Esq. (SBN 268104)
LAW OFFICE OF DANIEL N. GREENBAUM
2 14752 Otsego Street
Sherman Oaks, CA 91403
3 Telephone: (310) 200-2631
Facsimile: (424) 243-7689
4 Email: danielgreenbaumesq@gmail.com

5 Attorney for SHEFA LMV, LLC

6
7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 FOR THE COUNTY OF LOS ANGELES
9 CENTRAL DISTRICT

11 SHEFA LMV, LLC,

12 Plaintiff,

13 vs.

14 LINCOLN PRODUCTS, INC., et al.

15 Defendants.
16
17

) Case No.: BC529596

) Unlimited Jurisdiction

) *Honorable Teresa Sanchez-Gordon*
) *Department 74*

) **[PROPOSED] STIPULATED**
) **CONSENT JUDGMENT**

18
19
20 **1. DEFINITIONS**

21 1.1 The products covered by this Consent Judgment shall be designated "Covered
22 Products."

23 1.2 Covered Products are defined as the following plumbing replacement parts
24 manufactured, distributed, and/or sold by Defendants that are not lead free: Spare Part Nos.
25 900-315, 900-982, 910-007, 910-014, 910-020, 910-022, 910-030, 910-042, 910-046, 910-
26 305, 910-371, 910-374, 910-385, 910-671, 930-020, 931-500, 960-802, 962-027, 962-240,
27 962-240a, 970-035, 970-500, 972-052, 972-827, 974-075, 974-076, 974-077, 974-078, 974-
28 221, 974-700, 975-003, and tx8-0001.

[PROPOSED] STIPULATED CONSENT JUDGMENT

1 1.3 The term “Effective Date” means the date this Consent Judgment is approved
2 by the Los Angeles County Superior Court.

3 1.4 The term “Proposition 65” means California Health and Safety Code section
4 25249.5 et seq.

5 1.5 The term “Listed Chemical” means lead and lead compounds.

6 1.6 The terms “Shefa” or “Plaintiff” mean Plaintiff Shefa LMV, LLC.

7 1.7 The term “Defendants” means Lincoln Products, Inc. (“Lincoln”), Ferguson
8 Fire & Fabrication, Inc. (“FFFI”), Ferguson Enterprises, Inc. (“FEI”) and Price Pfister, Inc.
9 (“Price”); and the singular term “Defendant” shall refer to each of the respective Defendants.
10 Shefa and Defendants are collectively referred to as the “Parties.”

11 **2. INTRODUCTION**

12 2.1 This Consent Judgment is entered into by and between Shefa and Defendants.

13 2.2 Shefa is a company residing in California that is acting as a private enforcer
14 pursuant to California Health & Safety Code § 25249.7(d).

15 2.3 For purposes of this Consent Judgment, each Defendant employs 10 or more
16 persons and is a person doing business in California for the purpose of Proposition 65.

17 2.4 On or about August 21, 2013, Shefa served Lincoln, Home Depot, FFFI, Price
18 and various public enforcement agencies with a document entitled “60-Day Notice of
19 Violation” pursuant to Health & Safety Code §25249.7(d) (the “Notice”), alleging that
20 Defendants were in violation of Proposition 65.

21 2.5 The Notice alleges that Defendants have manufactured, distributed, and/or
22 offered for sale in California certain plumbing replacement parts that expose consumers to
23 lead and lead compounds without the requisite Proposition 65 warnings.

24 2.6 Lead and lead compounds (the “Listed Chemical”) are listed pursuant to
25 Proposition 65 as a chemical known to the State of California to cause cancer, birth defects
26 and other reproductive harm.

27 2.7 The Notice alleges that Defendants’ conduct violates Health & Safety Code
28 §25249.6, the warning provision of Proposition 65.

1 2.8 On December 4, 2013, Plaintiff filed the action entitled *Shefa LMV, LLC v.*
2 *Lincoln Products, Inc., et al.*, Case No. BC529596, alleging violations of Proposition 65, as
3 well as Business and Professions Code section 17200, et seq. (the "Action").

4 2.9 Defendants deny the material, factual, and legal allegations contained in the
5 Notice and Complaint, and maintain that all products sold, distributed, or offered for sale in
6 California have been and are in compliance with all laws, including, without limitation,
7 Proposition 65.

8 2.10 The Parties enter into this Consent Judgment to resolve all Proposition 65
9 claims concerning the Covered Products.

10 2.11 By executing this Consent Judgment, the Parties do not admit any facts or
11 conclusions or law.

12 2.12 It is the Parties' intent that nothing in this Consent Judgment shall be
13 construed as an admission by the Parties of any fact, conclusion of law, issue of law, or
14 violation of law, nor shall compliance with the Consent Judgment constitute or be construed
15 as an admission by the Parties of any fact, conclusion of law, issue of law, or violation of
16 law.

17 2.13 Upon approval of this Consent Judgment, the Parties waive their respective
18 rights to a hearing or a trial on the allegations of the Complaint.

19 2.14 Nothing in this Consent Judgment shall prejudice, waive, or impair any right,
20 remedy, argument, or defense the Parties may have in any other or future legal proceedings,
21 except as provided in this Consent Judgment.

22 **3. INJUNCTIVE RELIEF -- PRODUCT LABELING**

23 3.1 On or before one hundred and eighty (180) days after the Effective Date,
24 Defendants shall not ship or deliver for sale or distribution in California Covered Products
25 that contain lead and/or lead compounds, unless such Covered Products are shipped or
26 delivered with one of the clear and reasonable warnings set forth in Section 3.4.

27 3.2 Each warning required by Section 3.1 shall be prominently placed upon a
28 product's label or other labeling or displayed at the retail outlet with such conspicuousness, as

1 compared with other words, statements, designs, or devices in the label, labeling or display as to
2 render it likely to be read and understood by an ordinary individual under customary conditions
3 of purchase or use.

4 3.3 Each warning required by Section 3.1 shall be provided in a manner such that the
5 consumer or user understands to which specific Product the warning applies, so as to minimize
6 the risk of consumer confusion.

7 3.4 **Product Labeling.** The following warning statement shall be applied to the
8 Products:

9 “**WARNING:** This product contains chemicals [including lead and lead compounds]
10 known to the State of California to cause cancer, and birth defects or other reproductive
11 harm. [Do not use in connection with drinking water.] [**Wash hands after handling.**]”

12 3.5 The word “WARNING” shall be in bold.

13 3.6 Bracketed language may be omitted at Defendants’ option.

14 3.7 Defendants may add additional listed chemicals to the warning unless the
15 Attorney General advises that the inclusion of such chemicals would render the warning
16 misleading or constitute over warning.

17 **4. SETTLEMENT PAYMENTS**

18 **4.1 Payment of Civil Penalties.** In settlement of all the claims referred to in this
19 Consent Judgment, Defendants have been assessed a total of \$20,000.00 in civil penalties in
20 accordance with this Section. The penalty payment will be allocated in accordance with
21 California Health & Safety Code section 25249.12(c)(1) & (d), with 75% of the funds
22 remitted to the California Office of Environmental Health Hazard Assessment (“OEHHA”)
23 and the remaining 25% of the penalty remitted to Shefa. Each separate penalty payment shall
24 be made within five (5) business days of the date it is due and be delivered to the addresses
25 listed in Section 4.3, below.

26 **4.2 Civil Penalty.** Within ten (10) days of execution by the parties of this
27 [Proposed] Stipulated Consent Judgment, Lincoln shall issue a check for Defendants’ civil
28 penalty in the amount of \$20,000.00 to “Wood, Smith, Henning & Berman LLP” (“Wood

1 Smith"). Wood Smith shall provide Shefa's counsel with written confirmation within five
2 (5) days of receipt that the funds have been deposited in a trust account. Within five (5) days
3 of the date that this Consent Judgment is approved by the Court, Wood Smith shall issue two
4 (2) separate checks for the initial civil penalty payment to: (a) "OEHHA" in the amount of
5 \$15,000.00; and (b) "Shefa LMV, LLC" in the amount of \$5,000.00.

6 **4.3 Reimbursement of Shefa's Fees and Costs.**

7 **4.3.1** The Parties acknowledge that Shefa and its counsel offered to resolve
8 this dispute without reaching terms on the amount of fees and costs to be reimbursed to them,
9 thereby leaving this fee issue to be resolved after the material terms of the agreement had
10 been settled.

11 **4.3.2** Defendants expressed a desire to resolve the fee and cost issue after
12 the other settlement terms had been agreed.

13 **4.3.3** The Parties then reached an accord on the compensation due to Shefa
14 and its counsel under general contract principles and the private attorney general doctrine
15 codified at California Code of Civil Procedure section 1021.5, for all work performed in this
16 matter, except fees that may be incurred on appeal.

17 **4.3.4** Under these legal principles, Defendants shall pay the amount of
18 \$22,500.00 for fees and costs incurred investigating, litigating and enforcing this matter,
19 including the fees and costs incurred (and yet to be incurred) negotiating, drafting, and
20 obtaining approval of this Stipulated Consent Judgment in the public interest.

21 **4.3.5** Lincoln, within ten (10) days of execution of this Consent Judgment,
22 shall issue a check payable to "Wood, Smith, Henning & Berman LLP" in the amount of
23 \$22,500.00 to be held in trust by Wood Smith for the Law Office of Daniel N. Greenbaum.
24 Wood Smith shall provide Shefa's counsel with written confirmation within five (5) days of
25 receipt that the funds have been deposited in a trust account. Within five (5) days of the date
26 this Consent Judgment is approved by the Court, Wood Smith shall issue a check payable to
27 "Law Office of Daniel N. Greenbaum" in the amount of \$22,500.00 to the address listed in
28 Section 4.4(a), below.

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

4.4 Payment Procedures. All payments shall be delivered as follows:

(a) All payments owed to Shefa or its counsel, pursuant to Sections 4.1 through 4.3, shall be delivered to the following payment address:

Law Office of Daniel N. Greenbaum
14752 Otsego Street
Sherman Oaks, CA 91403

(b) All payments owed to OEHHA, pursuant to Sections 4.1 through 4.3, shall be delivered directly to OEHHA (Memo line "Prop 65 Penalties") at the following addresses:

For United States Postal Service Delivery:

Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
P.O. Box 4010
Sacramento, CA 95812-4010

For Non-United States Postal Service Delivery:

Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
1001 I Street
Sacramento, CA 95814

With a copy of the checks payable to OEHHA mailed to Law Offices of Daniel N. Greenbaum at the address set forth above, as proof of payment to OEHHA.

4.5 Dismissal. Upon the entry of the Consent Judgment, Shefa will dismiss Home Depot with prejudice.

5. ENFORCEMENT

Shefa, by motion or application for an order to show cause before the Los Angeles County Superior Court, may enforce the terms and conditions contained in this Consent Judgment. Prior to bringing any motion or application to enforce the requirements of Section 3 above, Shefa shall provide the Defendants with Notice of Violation and a copy of any test results which purportedly support Shefa's Notice of Violation. The Parties shall then meet and confer

1 regarding the basis for Shefa's anticipated motion or application in an attempt to resolve the
2 matter informally, including providing Settling Defendants a reasonable opportunity of at least
3 thirty (30) days to cure any alleged violation. Should such attempts at informal resolution fail,
4 Shefa may file its enforcement motion or application. The prevailing party on any motion to
5 enforce this Consent Judgment shall be entitled to its reasonable attorney's fees and costs
6 incurred as a result of such motion or application.

7 **6. CLAIMS COVERED AND RELEASED**

8 **6.1 Full and Binding Resolution.** This Consent Judgment is a full, final, and
9 binding resolution between Shefa on behalf of itself, and in its representative capacity, its
10 past and current attorneys, agents, representatives, successors, assigns, and in the public
11 interest pursuant to California Health and Safety Code section 25249.7(d), on the one hand,
12 and Defendants, and each of them, and their respective parents, shareholders, divisions,
13 subdivisions, subsidiaries, partners, sister companies, affiliates, directors, officers,
14 employees, attorneys, and any and all successors and assigns ("Defendant Releasees"), all
15 entities to whom they directly or indirectly distribute or sell or have in the past directly or
16 indirectly distributed or sold Covered Products, including but not limited to distributors,
17 wholesalers, customers, retailers, franchisees, cooperative members, and Defendant
18 Releasees' licensors and licensees, including but not limited to, Home Depot ("Downstream
19 Defendant Releasees"), on the other hand, regarding any violation of Proposition 65 or the
20 Unfair Competition Act that was or could have been asserted against Defendants and
21 Downstream Defendant Releasees, with respect to the failure to warn about any Covered
22 Products manufactured, shipped, distributed or sold by Defendant Releasees and
23 Downstream Defendant Releasees prior to the Effective Date.

24 **6.2 Compliance.** Compliance with the terms of this Consent Judgment
25 constitutes compliance with Proposition 65 with respect to exposures to the Listed Chemical
26 from the Covered Products.

27 **6.3 Individual Release.** In further consideration of the promises and agreements
28 herein contained, the injunctive relief commitments set forth in Section 3, and for the

1 payments to be made pursuant to Section 4, Shefa, on behalf of itself, its past and current
2 agents, representatives, attorneys, including but not limited to Daniel Greenbaum, Esq.,
3 successors, and/or assignees and *not* in its representative capacity, hereby waives all rights to
4 institute or participate in, directly or indirectly, any form of legal action and releases all
5 claims, including, without limitation, all actions, and causes of action, in law or in equity,
6 suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses
7 (including, but not limited to, investigation fees, expert fees, and attorneys' fees) of any
8 nature whatsoever, whether known or unknown, fixed, or contingent (collectively "Claims")
9 that were brought or could have been brought against Defendant and Defendant Downstream
10 Releasees based on claims arising under Proposition 65 with respect to Listed Chemicals in
11 the Covered Products, as such claims relate to the alleged failure to warn under California
12 Health and Safety Code section 25249.6.

13 **6.4 General Release.** In furtherance of the foregoing, Shefa on its own behalf
14 and *not* in its representative capacity, hereby waives any and all rights and benefits which it
15 now has, or in the future may have respecting the Covered Products, conferred upon it with
16 respect to claims involving Covered Products by virtue of the provisions of Section 1542 of
17 the California Civil Code, which provides as follows:

18 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
19 **WHICH THE CREDITOR DOES NOT KNOW OR**
20 **SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE**
21 **TIME OF EXECUTING THE RELEASE, WHICH IF**
22 **KNOWN BY HIM OR HER MUST HAVE MATERIALLY**
23 **AFFECTED HIS OR HER SETTLEMENT WITH THE**
24 **DEBTOR.**

25 By executing this Consent Judgment, Shefa understands and acknowledges that the
26 significance and consequence of this waiver of California Civil Code Section 1542 is that even if
27 Shefa suffers future damages arising out of or resulting from, or directly related to or indirectly
28 to, in whole or in part, the Covered Products, including but not limited any exposure to, or failure

1 to warn with respect to exposure to lead or lead compounds from the Covered Products, Shefa
2 will not be able to make any claim for those damages against Defendants and Defendant
3 Downstream Releasees, and the successors and assigns of any of them, who may manufacture,
4 use, maintain, distribute, retail, or sell the Covered Product.

5 **6.5** Furthermore, Shefa acknowledges that it intends these consequences for any
6 such claim and any other claims related to the Action which may exist as of the date of this
7 release pertaining to the Covered Products listed in the Notice but which Shefa does not
8 know exist, and which, if known, would materially affect its decision to enter into this
9 Consent Judgment, regardless of whether the lack of knowledge is the result of ignorance,
10 oversight, error, negligence, or any other cause.

11 **6.6 Defendants' Release.** On behalf of themselves and Defendant Downstream
12 Releasees, Defendants waive all rights to institute any form of action against Shefa, its
13 attorneys, consultants, and representatives for all actions taken or statements made in the
14 course of this Action prior to the date of the execution of this Consent Judgment.

15 **6.7** Liability for Covered Products that were manufactured and/or distributed for
16 retail sale in California prior to the Effective Date shall be subject to the release of liability
17 pursuant to Section 6 of this Consent Judgment, without regard to when such Covered
18 Products were, or are in the future, sold to consumers.

19 **7. MODIFICATION**

20 **7.1** This Consent Judgment may be modified from time to time by express written
21 agreement of the Parties, with the approval of the Court, or by an order of this Court upon
22 motion and in accordance with law.

23 **7.2** A Party seeking to modify this Consent Judgment shall attempt in good faith
24 to meet and confer with all affected Parties prior to filing a motion to modify the Consent
25 Judgment.

26 **8. ENTIRE AGREEMENT**

27 **8.1** This Consent Judgment contains the sole and entire agreement and
28 understanding of the Parties with respect to the entire subject matter hereof, and any and all

1 prior discussions, negotiations, commitments, or understandings related thereto, if any, are
2 hereby merged herein and therein.

3 **8.2** No representations, oral or otherwise, express or implied, other than those
4 specifically referred to in this Consent Judgment have been made by any Party hereto.

5 **8.3** No supplementation, modification, waiver, or termination of this Consent
6 Judgment shall be binding unless executed in writing by the Party to be bound thereby.

7 **8.4** No waiver of any of the provisions of this Consent Judgment shall be deemed
8 or shall constitute a waiver of any of the other provisions hereof whether or not similar, nor
9 shall such waiver constitute a continuing waiver.

10 **9. GOVERNING LAW AND APPLICATION**

11 **9.1** The terms of this Consent Judgment shall be governed by the laws of the State
12 of California and shall apply only to Covered Products that are sold or offered for sale in the
13 State of California.

14 **9.2** In the event that Proposition 65 is repealed, preempted or is otherwise rendered
15 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are
16 rendered inapplicable or no longer required as a result of any such repeal or preemption or
17 rendered inapplicable by reason of law generally as to the Covered Products, then Defendants
18 shall notify Shefa and its counsel and may have no further obligations pursuant to this Consent
19 Judgment with respect to, and to the extent that, the Covered Products are so affected.

20
21 **9.3** This Consent Judgment shall apply to and be binding upon the Parties and
22 their divisions, subdivisions, and subsidiaries, and the Parties' successors and assigns.

23 **9.4** The Parties, including their counsel, have participated in the preparation of
24 this Consent Judgment and this Consent Judgment is the result of the joint efforts of the
25 Parties.

26 **9.5** This Consent Judgment was subject to revision and modification by the
27 Parties and has been accepted and approved as to its final form by all Parties and their
28 counsel.

1 **9.6** Accordingly, any uncertainty or ambiguity existing in this Consent Judgment
2 shall not be interpreted against any Party as a result of the manner of the preparation of this
3 Consent Judgment.

4 **10. PROVISION OF NOTICE**

5 All notices required pursuant to this Consent Judgment and correspondence shall be
6 sent to the following:

7 For Shefa:

8 Daniel Greenbaum, Esq., 14752 Otsego Street, Sherman Oaks, CA 91403

9 For Lincoln, Ferguson and Home Depot:

10 Brenda K. Radmacher, 505 N. Brand Boulevard, Suite 1100, Glendale, CA 91203

11 For Price:

12 Levi W. Heath, 2029 Century Park East, Suite 300, Los Angeles, CA 90067

13 **11. ATTORNEY'S FEES**

14 **11.1** A Party who unsuccessfully brings or contests an action arising out of this
15 Consent Judgment shall be required to pay the prevailing Party's reasonable attorney's fees
16 and costs unless the unsuccessful Party has acted with substantial justification.

17 **11.2** For purposes of this Consent Judgment, the term substantial justification shall
18 carry the same meaning as used in the Civil Discovery Act of 1986, Code of Civil Procedure
19 Section 2016, et seq.

20 **11.3** Nothing in this Section 11 shall preclude a Party from seeking an award of
21 sanctions pursuant to law.

22 **12. EXECUTION AND COUNTERPARTS**

23 The stipulations to this Consent Judgment may be executed in counterparts and by
24 means of facsimile and/or portable document format (pdf), which taken together shall be
25 deemed to constitute one document.

26 **14. COMPLIANCE WITH HEALTH AND SAFETY CODE § 25249.7(t)**

27 Shefa agrees to comply with the reporting form requirements referenced in California
28 Health and Safety Code § 25249.7(f).

1
2 **15. COURT APPROVAL**

3 15.1 This Consent Judgment shall become effective upon entry by the Court.

4 15.2 Shefa shall prepare and file a Motion for Approval of this Consent Judgment
5 and Defendants shall support entry of this Consent Judgment.

6 15.3 If this Consent Judgment is not entered by the Court, it shall be of no force or
7 effect and shall never be introduced into evidence or otherwise used in any proceeding for
8 any purpose other than to allow the Court to determine if there was a material breach of the
9 previous section.

10 **16. AUTHORIZATION**

11 Each signatory to this Consent Judgment certifies that he or she is fully authorized by
12 the party he or she represents to stipulate to this Consent Judgment and to enter into and
13 execute the Consent Judgment on behalf of the party represented and legally bind that party.

14 **17. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY**
15 **OF CONSENT JUDGMENT**

16 17.1 This Consent Judgment came before this Court upon the request of the
17 Parties.

18 17.2 The Parties request the Court to review this Consent Judgment and to make
19 the following findings pursuant to Cal. Health & Safety Code § 25249.7(f)(4):

20 1. The injunctive relief required by the Consent Judgment complies with
21 Cal. Health & Safety Code § 25249.7;

22 2. The reimbursement of fees and costs to be paid pursuant to the
23 Consent Judgment is reasonable under California law; and

24 3. The civil penalty amount to be paid pursuant to Consent Judgment is
25 reasonable.
26
27
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

The 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.

AGREED TO:

Dated: June ____, 2014

Shefa LMV, LLC

By: _____

Title: _____

Dated: June ____, 2014

Lincoln Products, Inc., Ferguson Fire & Fabrication, Inc. and Ferguson Enterprises, Inc.

By: _____

Title: _____

Dated: June 13, 2014

Price Pfister, Inc.

Alston E. Williams

By: Alston E. Williams

Title: V.P. of Engineering

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

The 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.

AGREED TO:

Dated: June 26, 2014

Shefa LMV, LLC

Alisa Fried

By: Alisa Fried

Title: Managing Member

Dated: June 26, 2014

Lincoln Products, Inc., Ferguson Fire & Fabrication, Inc. and Ferguson Enterprises, Inc.

Terry E. Hall

By: T.E.H.

Title: SVP

Dated: June , 2014

Price Pfister, Inc.

By: _____

Title: _____

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

ORDER AND JUDGMENT

Based upon the Stipulated Consent Judgment between Shefa LMV, LLC, on the one hand, and Lincoln Products, Inc., Ferguson Fire & Fabrication, Inc., Ferguson Enterprises, Inc., and Price Pfister, Inc., on the other hand, the settlement is approved and the clerk is directed to enter judgment in accordance with the terms herein.

Dated: _____

Judge of the Superior Court