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2 THE CHANLER GROUP
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8 Attorneys for Plaintiff
9 PAUL WOZNIAK

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF ALAMEDA
12 UNLIMITED CIVIL JURISDICTION

13 PAUL WOZNIAK,

14 Plaintiff.

15 v.

16 H. E. BUTT GROCERY COMPANY, *et al.*

17 Defendants.

Case No. RG15766662

[PROPOSED] CONSENT JUDGMENT

(Health & Safety Code § 25249.6 *et seq.*)

11/2/15

1 **1. INTRODUCTION**

2 **1.1 Parties**

3 This Consent Judgment is entered into by and between plaintiff Paul Wozniak (“Wozniak”),
4 and defendants Raley’s and H. E. Butt Grocery Company (“H. E. Butt”), with Wozniak, Raley’s and
5 H. E. Butt each individually referred to as a “Party” and collectively as the “Parties.”

6 **1.2 Plaintiff**

7 Wozniak is an individual residing in California who seeks to promote awareness of exposures
8 to toxic chemicals and to improve human health by reducing or eliminating hazardous substances
9 contained in consumer products.

10 **1.3 Raley’s and H. E. Butt**

11 Raley’s and H. E. Butt each employ ten or more individuals and are each a “person in the
12 course of doing business” for purposes of the Safe Drinking Water and Toxic Enforcement Act of
13 1986, Health and Safety Code section 25249.6 *et seq.* (“Proposition 65”).

14 **1.4 General Allegations**

15 Wozniak alleges that Raley’s and H. E. Butt manufacture, import, sell, or distribute for sale in
16 California, nylon cooking utensils that contain 4,4’-methylenedianiline (“4,4’-MDA”) without first
17 providing the exposure warning required by Proposition 65. 4,4’-MDA is listed pursuant to
18 Proposition 65 as a chemical known to the State of California to cause cancer.

19 **1.5 Product Description**

20 The products covered by this Consent Judgment are nylon cooking utensils containing 4,4’-
21 MDA that are manufactured, imported, sold, or distributed for sale in California by Raley’s and H. E.
22 Butt including, but not limited to, the *ChefStyle Ladle, #30884, UPC #0 01569 00009 8*, hereinafter
23 the “Products”.

24 **1.6 Notice of Violation**

25 On or about January 23, 2015 Wozniak served retailer Raley’s, manufacturer H. E. Butt, and
26 certain requisite public enforcement agencies with a “60-Day Notice of Violation” (“Notice”)
27 alleging that Raley’s and H. E. Butt violated Proposition 65 by failing to warn its customers and
28 consumers in California that the Products expose users to 4,4’-MDA. To the best of the Parties’

1 knowledge, no public enforcer, including the California Attorney General, has either commenced or
2 has prosecuted the allegations set forth in the Notice.

3 **1.7 Complaint**

4 On April 16, 2015 Wozniak filed the instant action (“Complaint”) naming Raley’s and H. E.
5 Butt as defendants for the alleged violations of Health and Safety Code section 25249.6 that are the
6 subject of the Notice.

7 **1.8 No Admission**

8 Raley’s and H. E. Butt deny the material, factual, and legal allegations contained in the Notice
9 and the Complaint, and maintain that all of the products they have sold and distributed for sale in
10 California, including the Products, have been, and are, in compliance with all applicable state and
11 federal laws. H.E. Butt denies that it sells any products in the State of California. Nothing in this
12 Consent Judgment shall be construed as an admission of any fact, finding, conclusion of law, issue of
13 law, or violation of law, nor shall compliance with this Consent Judgment constitute or be construed
14 as an admission of any fact, finding, conclusion of law, issue of law, or violation of law. This
15 Section shall not, however, diminish or otherwise affect defendants’ obligations, responsibilities, and
16 duties under this Consent Judgment.

17 **1.9 Jurisdiction**

18 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
19 jurisdiction over Raley’s and H. E. Butt as to the allegations in the Complaint, that venue is proper in
20 the County of Alameda, and that the Court has jurisdiction to enter and enforce the provisions of this
21 Consent Judgment pursuant to Proposition 65 and Code of Civil Procedure section 664.6.

22 **1.10 Effective Date**

23 For purposes of this Consent Judgment, the term “Effective Date” means the date on which
24 the Motion for Approval of the Consent Judgment is granted by the Court.

25 **2. INJUNCTIVE RELIEF: REFORMULATION**

26 **2.1 Reformulated Products**

27 Commencing on the Effective Date, and continuing thereafter, Raley’s and H. E. Butt shall
28 only manufacture, sell, or distribute Products for sale in California (if any Products are sold in

1 California), that are "Reformulated Products." For purposes of this Consent Judgment, Reformulated
2 Products shall be Products that:

- 3 i. contain less than or equal to 200 parts per million ("ppm") 4,4'-MDA by weight using
4 validated preparation and analytical methods used to detect the presence of 4,4'-MDA in a
5 solid substance; and
6 ii. and produce a leach result of 10 ug/L or less 4,4'-MDA by digesting the food contact end of
7 the product into 100 ml of 3% acetic acid de-ionized water for 2 hours at 100°C, replenishing
8 the acetic acid solution as needed to maintain 100 ml, and analyzing the leachate using a
9 validated method to detect the presence of 4,4'-MDA in a liquid.

10 The testing shall be conducted in an accredited laboratory with qualified personnel. All
11 analytical reports must contain quality control data that verify the laboratory's performance for the
12 results in each analytical report.

13 **3. MONETARY SETTLEMENT TERMS**

14 **3.1 Civil Penalty Payments**

15 Pursuant to Health & Safety Code § 25249.7(b), in settlement of all the claims referred to in
16 this Consent Judgment, Raley's and H. E. Butt shall collectively pay \$8,500 in civil penalties. The
17 civil penalty payment shall be allocated according to Health and Safety Code section 25249.12(c)(1)
18 and (d), with seventy-five percent (75%) of the funds paid to the California Office of Environmental
19 Health Hazard Assessment ("OEHHA"), and twenty-five percent (25%) of the funds remitted to
20 Wozniak. Raley's and H. E. Butt shall provide their payment in two checks for the following
21 amounts made payable to: (a) "OEHHA" in the amount of \$6,375; and (b) "Paul Wozniak, Client
22 Trust Account" in the amount of \$2,125, following the procedures forth in Sections 3.3 and 3.4.

23 **3.2 Reimbursement of Attorney's Fees and Costs**

24 The parties acknowledge that Wozniak and his counsel offered to resolve this dispute without
25 reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving the issue to
26 be resolved after the material terms of this Consent Judgment had been settled. Shortly after the
27 other settlement terms had been finalized, Raley's and H. E. Butt expressed a desire to resolve
28 Wozniak's fees and costs. The Parties then attempted to (and did) reach an accord on the

1 compensation due to Wozniak and his counsel under general contract principles and the private
2 attorney general doctrine codified at California Code of Civil Procedure section 1021.5 for all work
3 performed through the mutual execution of this Consent Judgment. Raley's and H. E. Butt shall
4 collectively pay \$33,500 by check to "The Chanler Group" for the fees and costs incurred by
5 Wozniak investigating, bringing this matter to Raley's and H. E. Butt's attention, litigating and
6 negotiating a settlement in the public interest. Payment shall be made following the procedure set
7 forth in sections 3.3 and 3.4.

8 **3.3 Payments Held in Trust**

9 All payments due under this Consent Judgment shall be held in trust until such time as the
10 Court approves the Parties' settlement. All payments due under this agreement shall be delivered
11 within five (5) days of the date that this Consent Judgment is fully executed by the Parties, and held
12 in trust by counsel for Raley's and H. E. Butt until the Court grants the motion for approval of this
13 Consent Judgment contemplated by Section 5. Within two business days of the Court's approval of
14 this Consent Judgment, counsel for Raley's and H. E. Butt shall tender the civil penalty payments
15 and attorneys' fee and costs reimbursements required by Sections 3.1 and 3.2.

16 **3.4 Payment Address**

17 All payments required by this Consent Judgment shall be delivered to the following
18 address:

19 The Chanler Group
20 Attn: Proposition 65 Controller
21 2560 Ninth Street
22 Parker Plaza, Suite 214
23 Berkeley, CA 94710

22 **4. CLAIMS COVERED AND RELEASED**

23 **4.1 Wozniak's Public Release of Proposition 65 Claims**

24 Wozniak, acting on his own behalf and in the public interest, releases Raley's and H. E.
25 Butt, and their supplier Bradshaw International, and each of their parents, subsidiaries, affiliated
26 entities under common ownership, directors, officers, employees, and attorneys ("Releasees"), and
27 each entity to whom they directly or indirectly distribute or sell the Products including, but not
28 limited to, their downstream distributors, wholesalers, customers, retailers, franchisers, cooperative

1 members, licensors and licensees (“Downstream Releasees”) for any violations arising under
2 Proposition 65 for unwarned exposures to 4,4’-MDA from Products sold by and/or through Raley’s
3 or H. E. Butt prior to the Effective Date, as set forth in the Notice. This release shall not extend
4 upstream to cover any other Products except those supplied by Bradshaw International to Raley’s
5 and/or H.E. Butt. Compliance with the terms of this Consent Judgment, specifically Section 2.1,
6 constitutes compliance with Proposition 65 with respect to exposures to failures to warn about 4,4’-
7 MDA from the Products, if any, sold by Raley’s and H. E. Butt after the Effective Date, as set forth
8 in the Notice.

9 **4.2 Wozniak’s Individual Release of Claims**

10 Wozniak, in his individual capacity only and *not* in his representative capacity, also provides
11 a release to Raley’s, H. E. Butt, Releasees, and Downstream Releasees that shall be effective as a
12 full and final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs,
13 expenses, attorneys’ fees, damages, losses, claims, liabilities and demands of Wozniak of any
14 nature, character or kind, whether known or unknown, suspected or unsuspected, arising out of
15 alleged or actual exposures to 4,4’-MDA in the Products sold or distributed for sale by and/or
16 through Raley’s and H. E. Butt before the Effective Date This release shall not extend upstream to
17 cover any other Products except those supplied by Bradshaw International to Raley’s and/or H.E.
18 Butt.

19 **4.3 Raley’s and H. E. Butt’s Release of Wozniak**

20 Raley’s and H. E. Butt, individually, on their own behalf, and on behalf of their past and
21 current agents, representatives, attorneys, successors, and assignees, hereby waive any and all
22 claims against Wozniak, in his individual capacity and not in his representative capacity, and his
23 attorneys and other representatives in their individual capacities, for any and all actions taken or
24 statements made by Wozniak and his attorneys and other representatives, whether in the course of
25 investigating claims, otherwise seeking to enforce Proposition 65 against them in this matter, or
26 with respect to the Products.

1 **5. COURT APPROVAL**

2 This Consent Judgment is not effective until it is approved and entered by the Court and shall
3 be null and void if, for any reason, it is not approved and entered by the Court within one year after it
4 has been fully executed by the Parties.

5 **6. SEVERABILITY**

6 If, subsequent to the Court's approval and entry of this Consent Judgment as a judgment, any
7 provision is held by a court to be unenforceable, the validity of the remaining provisions shall not be
8 adversely affected.

9 **7. GOVERNING LAW**

10 The terms of this Consent Judgment shall be governed by the laws of the State of California
11 and apply within the state of California. In the event that Proposition 65 is repealed, preempted, or is
12 modified or is otherwise rendered inapplicable to the Products for any reason, then Raley's and H. E.
13 Butt may provide written notice to Wozniak of any asserted change in the law, and shall have no
14 further obligations pursuant to this Consent Judgment with respect to, and to the extent that, the
15 Products are so affected. Nothing in this Consent Judgment shall be interpreted to relieve Raley's or
16 H. E. Butt from any obligation to comply with any pertinent state or federal toxics control laws.

17 **8. NOTICE**

18 Unless specified herein, all correspondence and notice required by this Consent Judgment
19 shall be in writing and sent by: (i) personal delivery; (ii) first-class, registered, or certified mail,
20 return receipt requested; or (iii) a recognized overnight courier to the following addresses:

21 **H. E. Butt**

22 Craig Boyan, President
23 H. E. Butt Grocery Company
24 646 South Main Avenue
25 San Antonio, TX 78204

26 **Raley's**

27 Michael Teel, Chief Executive Officer Matthew Covington, Esq.
28 Raley's Archer Norris
 500 West Capitol Avenue One Embarcadero Center, Suite 360
 West Sacramento, CA 95605' San Francisco, CA 94111

1 **Wozniak**

2 Proposition 65 Coordinator
3 The Chanler Group
4 2560 Ninth Street
5 Parker Plaza, Suite 214
6 Berkeley, CA 94710-2565

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

9 **9. COUNTERPARTS; FACSIMILE SIGNATURES**

10 This Consent Judgment may be executed in counterparts and by facsimile or portable
11 document format (PDF) signature, each of which shall be deemed an original, and all of which, when
12 taken together, shall constitute one and the same document.

13 **10. POST EXECUTION ACTIVITIES**

14 Wozniak agrees to comply with the reporting form requirements referenced in Health and
15 Safety Code section 25249.7(f). The Parties further acknowledge that, pursuant to Health and Safety
16 Code section 25249.7(f), a noticed motion is required to obtain judicial approval of the settlement. In
17 furtherance of obtaining such approval, the Parties agree to mutually employ their best efforts, and
18 those of their counsel, to support the entry of this agreement as judgment, and to obtain judicial
19 approval of their settlement in a timely manner. For purposes of this Section, "best efforts" shall
20 include, at a minimum, cooperating on the drafting and filing of the necessary moving papers,
21 supporting the motion, and appearing at the hearing before the Court.

22 **11. MODIFICATION**

23 This Consent Judgment may be modified only by: (i) a written agreement of the Parties and
24 entry of a modified consent judgment by the Court; or (ii) a successful motion or application of any
25 Party, and the entry of a modified consent judgment by the Court.
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1 **12. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment and have read, understood,
3 and agree to all of the terms and conditions contained herein.

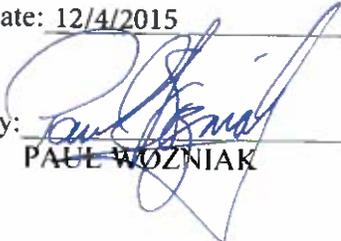
4 **AGREED TO:**

AGREED TO:

5 Date: 12/4/2015

5 Date: 12/8/15

6
7 By:

8 
PAUL WOZNIAK

7 By:

8 
Bill Anderson, Vice President
H. E. BUTT GROCERY COMPANY

9
10 **APPROVED BY**
11 **LEGAL DEPT.**

10 **AGREED TO:**

11 Date:

12
13 By:

14 RALEY'S

10 *MCP*
11 *12/08/15*

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5 Attorneys for Plaintiff
PAUL WOZNIAK
6
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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF ALAMEDA
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12 PAUL WOZNIAK,

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16 Defendants.
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Case No. RG15766662

[PROPOSED] CONSENT JUDGMENT

(Health & Safety Code § 25249.6 *et seq.*)

11/2/15

1 **1. INTRODUCTION**

2 **1.1 Parties**

3 This Consent Judgment is entered into by and between plaintiff Paul Wozniak (“Wozniak”),
4 and defendants Raley’s and H. E. Butt Grocery Company (“H. E. Butt”), with Wozniak, Raley’s and
5 H. E. Butt each individually referred to as a “Party” and collectively as the “Parties.”

6 **1.2 Plaintiff**

7 Wozniak is an individual residing in California who seeks to promote awareness of exposures
8 to toxic chemicals and to improve human health by reducing or eliminating hazardous substances
9 contained in consumer products.

10 **1.3 Raley’s and H. E. Butt**

11 Raley’s and H. E. Butt each employ ten or more individuals and are each a “person in the
12 course of doing business” for purposes of the Safe Drinking Water and Toxic Enforcement Act of
13 1986, Health and Safety Code section 25249.6 *et seq.* (“Proposition 65”).

14 **1.4 General Allegations**

15 Wozniak alleges that Raley’s and H. E. Butt manufacture, import, sell, or distribute for sale in
16 California, nylon cooking utensils that contain 4,4’-methylenedianiline (“4,4’-MDA”) without first
17 providing the exposure warning required by Proposition 65. 4,4’-MDA is listed pursuant to
18 Proposition 65 as a chemical known to the State of California to cause cancer.

19 **1.5 Product Description**

20 The products covered by this Consent Judgment are nylon cooking utensils containing 4,4’-
21 MDA that are manufactured, imported, sold, or distributed for sale in California by Raley’s and H. E.
22 Butt including, but not limited to, the *ChefStyle Ladle, #30884, UPC #0 01569 00009 8*, hereinafter
23 the “Products”.

24 **1.6 Notice of Violation**

25 On or about January 23, 2015 Wozniak served retailer Raley’s, manufacturer H. E. Butt, and
26 certain requisite public enforcement agencies with a “60-Day Notice of Violation” (“Notice”)
27 alleging that Raley’s and H. E. Butt violated Proposition 65 by failing to warn its customers and
28 consumers in California that the Products expose users to 4,4’-MDA. To the best of the Parties’

1 knowledge, no public enforcer , including the California Attorney General, has either commenced or
2 has prosecuted the allegations set forth in the Notice.

3 **1.7 Complaint**

4 On April 16, 2015 Wozniak filed the instant action (“Complaint”) naming Raley’s and H. E.
5 Butt as defendants for the alleged violations of Health and Safety Code section 25249.6 that are the
6 subject of the Notice.

7 **1.8 No Admission**

8 Raley’s and H. E. Butt deny the material, factual, and legal allegations contained in the Notice
9 and the Complaint, and maintain that all of the products they have sold and distributed for sale in
10 California, including the Products, have been, and are, in compliance with all applicable state and
11 federal laws. H.E. Butt denies that it sells any products in the State of California. Nothing in this
12 Consent Judgment shall be construed as an admission of any fact, finding, conclusion of law, issue of
13 law, or violation of law, nor shall compliance with this Consent Judgment constitute or be construed
14 as an admission of any fact, finding, conclusion of law, issue of law, or violation of law. This
15 Section shall not, however, diminish or otherwise affect defendants’ obligations, responsibilities, and
16 duties under this Consent Judgment.

17 **1.9 Jurisdiction**

18 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
19 jurisdiction over Raley’s and H. E. Butt as to the allegations in the Complaint, that venue is proper in
20 the County of Alameda, and that the Court has jurisdiction to enter and enforce the provisions of this
21 Consent Judgment pursuant to Proposition 65 and Code of Civil Procedure section 664.6.

22 **1.10 Effective Date**

23 For purposes of this Consent Judgment, the term “Effective Date” means the date on which
24 the Motion for Approval of the Consent Judgment is granted by the Court.

25 **2. INJUNCTIVE RELIEF: REFORMULATION**

26 **2.1 Reformulated Products**

27 Commencing on the Effective Date, and continuing thereafter, Raley’s and H. E. Butt shall
28 only manufacture, sell, or distribute Products for sale in California (if any Products are sold in

1 California), that are “Reformulated Products.” For purposes of this Consent Judgment, Reformulated
2 Products shall be Products that:

- 3 i. contain less than or equal to 200 parts per million (“ppm”) 4,4’-MDA by weight using
4 validated preparation and analytical methods used to detect the presence of 4,4’-MDA in a
5 solid substance; and
- 6 ii. and produce a leach result of 10 ug/L or less 4,4’-MDA by digesting the food contact end of
7 the product into 100 ml of 3% acetic acid de-ionized water for 2 hours at 100°C, replenishing
8 the acetic acid solution as needed to maintain 100 ml, and analyzing the leachate using a
9 validated method to detect the presence of 4,4’-MDA in a liquid.

10 The testing shall be conducted in an accredited laboratory with qualified personnel. All
11 analytical reports must contain quality control data that verify the laboratory’s performance for the
12 results in each analytical report.

13 **3. MONETARY SETTLEMENT TERMS**

14 **3.1 Civil Penalty Payments**

15 Pursuant to Health & Safety Code § 25249.7(b), in settlement of all the claims referred to in
16 this Consent Judgment, Raley’s and H. E. Butt shall collectively pay \$8,500 in civil penalties. The
17 civil penalty payment shall be allocated according to Health and Safety Code section 25249.12(c)(1)
18 and (d), with seventy-five percent (75%) of the funds paid to the California Office of Environmental
19 Health Hazard Assessment (“OEHHA”), and twenty-five percent (25%) of the funds remitted to
20 Wozniak. Raley’s and H. E. Butt shall provide their payment in two checks for the following
21 amounts made payable to: (a) “OEHHA” in the amount of \$6,375; and (b) “Paul Wozniak, Client
22 Trust Account” in the amount of \$2,125, following the procedures forth in Sections 3.3 and 3.4.

23 **3.2 Reimbursement of Attorney’s Fees and Costs**

24 The parties acknowledge that Wozniak and his counsel offered to resolve this dispute without
25 reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving the issue to
26 be resolved after the material terms of this Consent Judgment had been settled. Shortly after the
27 other settlement terms had been finalized, Raley’s and H. E. Butt expressed a desire to resolve
28 Wozniak’s fees and costs. The Parties then attempted to (and did) reach an accord on the

1 compensation due to Wozniak and his counsel under general contract principles and the private
2 attorney general doctrine codified at California Code of Civil Procedure section 1021.5 for all work
3 performed through the mutual execution of this Consent Judgment. Raley's and H. E. Butt shall
4 collectively pay \$33,500 by check to "The Chanler Group" for the fees and costs incurred by
5 Wozniak investigating, bringing this matter to Raley's and H. E. Butt's attention, litigating and
6 negotiating a settlement in the public interest. Payment shall be made following the procedure set
7 forth in sections 3.3 and 3.4.

8 **3.3 Payments Held in Trust**

9 All payments due under this Consent Judgment shall be held in trust until such time as the
10 Court approves the Parties' settlement. All payments due under this agreement shall be delivered
11 within five (5) days of the date that this Consent Judgment is fully executed by the Parties, and held
12 in trust by counsel for Raley's and H. E. Butt until the Court grants the motion for approval of this
13 Consent Judgment contemplated by Section 5. Within two business days of the Court's approval of
14 this Consent Judgment, counsel for Raley's and H. E. Butt shall tender the civil penalty payments
15 and attorneys' fee and costs reimbursements required by Sections 3.1 and 3.2.

16 **3.4 Payment Address**

17 All payments required by this Consent Judgment shall be delivered to the following
18 address:

19 The Chanler Group
20 Attn: Proposition 65 Controller
21 2560 Ninth Street
22 Parker Plaza, Suite 214
23 Berkeley, CA 94710

24 **4. CLAIMS COVERED AND RELEASED**

25 **4.1 Wozniak's Public Release of Proposition 65 Claims**

26 Wozniak, acting on his own behalf and in the public interest, releases Raley's and H. E.
27 Butt, and their supplier Bradshaw International, and each of their parents, subsidiaries, affiliated
28 entities under common ownership, directors, officers, employees, and attorneys ("Releasees"), and
each entity to whom they directly or indirectly distribute or sell the Products including, but not
limited to, their downstream distributors, wholesalers, customers, retailers, franchisers, cooperative

1 members, licensors and licensees (“Downstream Releasees”) for any violations arising under
2 Proposition 65 for unwarned exposures to 4,4’-MDA from Products sold by and/or through Raley’s
3 or H. E. Butt prior to the Effective Date, as set forth in the Notice. This release shall not extend
4 upstream to cover any other Products except those supplied by Bradshaw International to Raley’s
5 and/or H.E. Butt. Compliance with the terms of this Consent Judgment, specifically Section 2.1,
6 constitutes compliance with Proposition 65 with respect to exposures to failures to warn about 4,4’-
7 MDA from the Products, if any, sold by Raley’s and H. E. Butt after the Effective Date, as set forth
8 in the Notice.

9 **4.2 Wozniak’s Individual Release of Claims**

10 Wozniak, in his individual capacity only and *not* in his representative capacity, also provides
11 a release to Raley’s, H. E. Butt, Releasees, and Downstream Releasees that shall be effective as a
12 full and final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs,
13 expenses, attorneys’ fees, damages, losses, claims, liabilities and demands of Wozniak of any
14 nature, character or kind, whether known or unknown, suspected or unsuspected, arising out of
15 alleged or actual exposures to 4,4’-MDA in the Products sold or distributed for sale by and/or
16 through Raley’s and H. E. Butt before the Effective Date This release shall not extend upstream to
17 cover any other Products except those supplied by Bradshaw International to Raley’s and/or H.E.
18 Butt.

19 **4.3 Raley’s and H. E. Butt’s Release of Wozniak**

20 Raley’s and H. E. Butt, individually, on their own behalf, and on behalf of their past and
21 current agents, representatives, attorneys, successors, and assignees, hereby waive any and all
22 claims against Wozniak, in his individual capacity and not in his representative capacity, and his
23 attorneys and other representatives in their individual capacities, for any and all actions taken or
24 statements made by Wozniak and his attorneys and other representatives, whether in the course of
25 investigating claims, otherwise seeking to enforce Proposition 65 against them in this matter, or
26 with respect to the Products.
27
28

1 **5. COURT APPROVAL**

2 This Consent Judgment is not effective until it is approved and entered by the Court and shall
3 be null and void if, for any reason, it is not approved and entered by the Court within one year after it
4 has been fully executed by the Parties.

5 **6. SEVERABILITY**

6 If, subsequent to the Court's approval and entry of this Consent Judgment as a judgment, any
7 provision is held by a court to be unenforceable, the validity of the remaining provisions shall not be
8 adversely affected.

9 **7. GOVERNING LAW**

10 The terms of this Consent Judgment shall be governed by the laws of the State of California
11 and apply within the state of California. In the event that Proposition 65 is repealed, preempted, or is
12 modified or is otherwise rendered inapplicable to the Products for any reason, then Raley's and H. E.
13 Butt may provide written notice to Wozniak of any asserted change in the law, and shall have no
14 further obligations pursuant to this Consent Judgment with respect to, and to the extent that, the
15 Products are so affected. Nothing in this Consent Judgment shall be interpreted to relieve Raley's or
16 H. E. Butt from any obligation to comply with any pertinent state or federal toxics control laws.

17 **8. NOTICE**

18 Unless specified herein, all correspondence and notice required by this Consent Judgment
19 shall be in writing and sent by: (i) personal delivery; (ii) first-class, registered, or certified mail,
20 return receipt requested; or (iii) a recognized overnight courier to the following addresses:

21 **H. E. Butt**

22 Craig Boyan, President
23 H. E. Butt Grocery Company
24 646 South Main Avenue
San Antonio, TX 78204

25 **Raley's**

26 Michael Teel, Chief Executive Officer
27 Raley's
28 500 West Capitol Avenue
West Sacramento, CA 95605

Matthew Covington, Esq.
Archer Norris
One Embarcadero Center, Suite 360
San Francisco, CA 94111

1 **Wozniak**

2 Proposition 65 Coordinator
3 The Chanler Group
4 2560 Ninth Street
5 Parker Plaza, Suite 214
6 Berkeley, CA 94710-2565

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

9 **9. COUNTERPARTS; FACSIMILE SIGNATURES**

10 This Consent Judgment may be executed in counterparts and by facsimile or portable
11 document format (PDF) signature, each of which shall be deemed an original, and all of which, when
12 taken together, shall constitute one and the same document.

13 **10. POST EXECUTION ACTIVITIES**

14 Wozniak agrees to comply with the reporting form requirements referenced in Health and
15 Safety Code section 25249.7(f). The Parties further acknowledge that, pursuant to Health and Safety
16 Code section 25249.7(f), a noticed motion is required to obtain judicial approval of the settlement. In
17 furtherance of obtaining such approval, the Parties agree to mutually employ their best efforts, and
18 those of their counsel, to support the entry of this agreement as judgment, and to obtain judicial
19 approval of their settlement in a timely manner. For purposes of this Section, “best efforts” shall
20 include, at a minimum, cooperating on the drafting and filing of the necessary moving papers,
21 supporting the motion, and appearing at the hearing before the Court.

22 **11. MODIFICATION**

23 This Consent Judgment may be modified only by: (i) a written agreement of the Parties and
24 entry of a modified consent judgment by the Court; or (ii) a successful motion or application of any
25 Party, and the entry of a modified consent judgment by the Court.
26
27
28

1 **12. AUTHORIZATION**

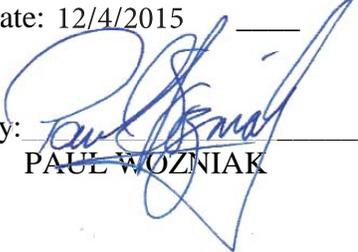
2 The undersigned are authorized to execute this Consent Judgment and have read, understood,
3 and agree to all of the terms and conditions contained herein.

4 **AGREED TO:**

AGREED TO:

5 Date: 12/4/2015 _____

Date: _____

6
7 By:  _____
8 PAUL WOZNIAK

By: _____

H. E. BUTT GROCERY COMPANY

9
10 **AGREED TO:**

11 Date: _____

12
13 By: _____

14 RALEY'S

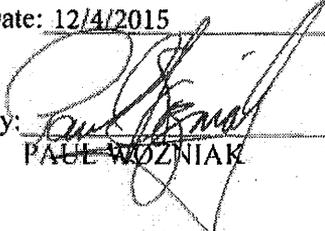
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1 **12. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment and have read, understood,
3 and agree to all of the terms and conditions contained herein.

4 **AGREED TO:**

5 Date: 12/4/2015

6
7 By: 
8 PAUL WOZNIAK

AGREED TO:

5 Date: 12/9/15

6
7 By: 
8 Bill Anderson, Vice President
9 H. E. BUTT GROCERY COMPANY

10 **APPROVED BY**
11 **LEGAL DEPT.**

10 **AGREED TO:**

11 Date: _____

12
13 By: 
14 Helen Singmaster, General Counsel
15 RALEY'S