

SETTLEMENT AND RELEASE AGREEMENT

1. INTRODUCTION

1.1 Ecological Alliance, LLC and Westinghouse Lighting Corporation

This Settlement and Release Agreement (“*Agreement*”) is entered into by and between Ecological Alliance, LLC, a California limited liability company (“*Ecological*”), and Westinghouse Lighting Corporation, a Pennsylvania corporation (together with its corporate affiliates and subsidiaries, “*Westinghouse*”), with Ecological and Westinghouse individually referred to as a “*Party*” or collectively as the “*Parties*.”

1.2 General Allegations and Response

Ecological alleges that Westinghouse distributed and/or sold in the State of California Lock-Up Caps (“*Item 70169*”) containing lead and that such sales have not included warnings pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code sections 25249.6 et seq. (“*Proposition 65*”). Lead is listed under Proposition 65 as a chemical known to the State of California to cause birth defects or other reproductive harm. In response, Westinghouse contends that when properly evaluated to account for non-daily exposure, the amount of lead in Item 70169 does not exceed the “safe harbor” level of 0.50 ppm.

1.3 Product Description

The product covered by this Agreement, as defined in the preceding subparagraph, contains lead and shall be referred to herein as the “*Product*.”

1.4 Notice of Violation

On or about June 16, 2015, Ecological served Westinghouse, Denault’s Hardware-Home Centers, Inc. (“*Denault*”), and all public enforcement agencies eligible to initiate Proposition 65 actions on behalf of the People of the State of California (“*Agencies*”) with a document entitled

“60-Day Notice of Violation” (“*Notice*”), informing them that Westinghouse and Denault were in violation of California Health & Safety Code section 25249.6 for failing to warn individuals that the Product exposed them to lead. No public enforcer has diligently prosecuted the allegations set forth in the Notice.

1.5 No Admission

Westinghouse denies the material factual and legal allegations contained in the Notice and maintains that the Product as sold and distributed in California has been and is in compliance with Proposition 65. Nothing in this Agreement shall constitute or be construed, nor shall compliance with this Agreement constitute or be construed, as an admission by Westinghouse of any fact, finding, issue of law or violation of law, such being specifically denied by Westinghouse. However, this Subsection 1.5 shall not diminish or otherwise affect the obligations, responsibilities and duties of Westinghouse hereunder.

1.6 Effective Date

For purposes of this Agreement the term “*Effective Date*” shall mean the date this Agreement is fully executed.

2. INJUNCTIVE RELIEF: REFORMULATION OR WARNINGS

2.1 Reformulation Option

The Product shall be deemed to comply with Proposition 65 with regard to lead and be exempt from any Proposition 65 warning requirements for lead if it does not exceed the following limits for lead: 125 ppm/wipe, using a NIOSH 9100 wipe test.

2.2 Warning Alternative

A Product that does not meet the warning exemption standard set forth in Subsection 2.1 shall be accompanied by a warning as described in Subsection 2.3. The warning requirements set

forth in Subsection 2.3 shall apply only to the Product that Westinghouse manufactures or sells *after* the Effective Date that are distributed, marketed, sold or shipped for sale in the State of California. The warning requirement shall not apply to the Product already in the stream of commerce or available for sale as of the Effective Date.

2.3 Warning Language

Where required under Subsections 2.1 and 2.2, Westinghouse shall provide Proposition 65 warnings as follows:

(a) Westinghouse may use either of the following warning statements:

(1) **WARNING:** This product contains a chemical known to the State of California to cause birth defects or other reproductive harm.

or, where Westinghouse has reason to believe that chemicals listed under Proposition 65 in addition to lead are present in the Product; or

(2) **WARNING:** This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

(b) The requirements for warnings set forth in Subsection 2.3(a) are imposed pursuant to the terms of this Agreement. The Parties recognize that these are not the exclusive methods of providing a warning under Proposition 65 and its implementing regulations.

(c) If Proposition 65 warnings for lead should no longer be required, Westinghouse shall have no further obligations under this Agreement.

3. REIMBURSEMENT OF FEES AND COSTS

The Parties agreed on the compensation due to Ecological and its counsel under the private attorney general doctrine and principles of contract law. Under such doctrine and principles, Westinghouse on behalf of itself and Denault shall reimburse Ecological and its

counsel for fees and costs, incurred as a result of investigating and bringing this matter to Westinghouse's and Denault's attention. Westinghouse shall pay Ecological and its counsel a total sum of Ten Thousand Dollars (\$10,000) ("***Full and Final Settlement Amount***") for all fees and related costs associated with this matter and the Notice, including but not limited to attorneys' fees and expert and investigation fees.

Westinghouse shall mail a check to "Custodio & Dubey, LLP" for the Full and Final Settlement Amount by November 16, 2015, to: Custodio & Dubey, LLP, 448 S. Hill St., Suite 850, Los Angeles, CA 90013. Other than the payment required in this Section 4, each Party shall pay its own attorneys' fees and costs.

4. RELEASE OF ALL CLAIMS

4.1 Release of Westinghouse, Denault and Downstream Customers

In further consideration of the promises and agreements herein contained, and in exchange for the Full and Final Settlement Amount, Ecological, on behalf of itself, its past and current agents, representatives, attorneys, successors and/or assignees, hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action and releases all claims relating to the Product, including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands, Notices, obligations, damages, costs, fines, penalties, losses or expenses (including, but not limited to investigation fees, expert fees and attorneys' fees) of any nature whatsoever, whether known or unknown, fixed or contingent (collectively, "***Claims***"), against Westinghouse, Denault, and each of their downstream distributors, wholesalers, licensors, licensees, auctioneers, retailers, franchisees, dealers, customers, owners, purchasers, users, parent companies, corporate affiliates, subsidiaries, and their respective officers, directors, attorneys, representatives, shareholders, agents, and employees, and sister and parent entities

(collectively, “**Releasees**”).

Ecological also, in its capacity, on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees and *not* in its representative capacity, provides a general release herein which shall be effective as a full and final accord and satisfaction, as a bar to all Claims against Westinghouse, Denault and the Releasees. Ecological acknowledges that it is familiar with California Civil Code section 1542, 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.

Ecological, in its capacity only, and on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees expressly waives and relinquishes any and all rights and benefits which it may have under, or which may be conferred on it by the provisions of California Civil Code section 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.

The Parties agree that compliance with the terms of this Agreement resolves any issue, now and in the future, concerning compliance by Westinghouse, Denault and the Releasees with the requirements of Proposition 65 with respect to alleged exposure to lead in the Product.

The Parties intend and agree that this Agreement shall be given full and final effect for purposes of precluding Claims regarding the Product against Westinghouse, Denault and the Releasees under Proposition 65 as covered under this Agreement. Notwithstanding the foregoing, if requested in writing by Westinghouse, Ecological shall promptly file a complaint

and seek approval of this Agreement through a court-approved consent judgment incorporating the terms of this Agreement and any others required under California Health & Safety Code section 25249.7, or as may be otherwise allowed by other law, and Ecological shall reasonably cooperate with Westinghouse and use its best efforts and that of its counsel to support the entry of a consent judgment incorporating the terms of this Agreement for approval by the Superior Court in California, County of Los Angeles, Central District. Pursuant to California Civil Procedure sections 1021 and 1021.5, Westinghouse will reimburse Ecological and its counsel for their reasonable and customary attorney's fees and costs incurred in filing the complaint and seeking judicial approval of this Agreement, in an amount not to exceed Five Thousand Dollars (\$5,000). No fees under this paragraph will be due and owing to Ecological and its counsel unless a written request is made by Westinghouse to have Ecological file a complaint and seek a consent judgment. Such additional fees shall be paid by Westinghouse within ten (10) days after its receipt of an invoice from Ecological's counsel for work performed under this Subsection 4.1.

4.2 Westinghouse's Release of Ecological

Westinghouse waives any and all claims against Ecological, its attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by Ecological and its attorneys and other representatives, whether in the course of investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter, and/or with respect to the Product.

5. GOVERNING LAW

The terms of this Agreement shall be governed by the laws of the State of California and apply therein. In the event that Proposition 65 is repealed or is otherwise rendered inapplicable by reason of law generally, or as to the Product, then Westinghouse shall have no further

obligations hereunder.

6. NOTICES

Unless specified herein, all correspondence and notices required to be provided pursuant to this Agreement shall be in writing and personally delivered or sent by first-class (registered or certified mail), return receipt requested, or overnight courier on any Party by the other Party at the following addresses:

For Westinghouse:
Howard Anderson
Attorney at Law
123 College Blvd
San Antonio, TX 78209

For Ecological:
Vineet Dubey
Custodio & Dubey, LLP
448 S. Hill St., Suite 850
Los Angeles, CA 90401

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.

7. COUNTERPARTS; FACSIMILE SIGNATURES

This Agreement may be executed in counterparts and delivered by facsimile, email or other electronic means, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document.

8. COMPLIANCE WITH HEALTH & SAFETY CODE SECTION 25249.7(f)

Ecological agrees to comply with the reporting form requirements referenced in California Health & Safety Code section 25249.7(f).

9. MODIFICATION

This Agreement may be modified only by a written agreement signed by the Parties.

10. AUTHORIZATION

The undersigned are duly authorized to execute this Agreement on behalf of their respective Parties and have read, understood and agree to all of the terms and conditions of this Agreement.

AGREED TO:

ECOLOGICAL ALLIANCE, LLC

By: *Harmony Welsh*

Name: *Harmony Welsh*

Title: _____

Date: November 5, 2015

AGREED TO:

WESTINGHOUSE LIGHTING CORPORATION

By: _____

Name: Ray Angelo

Title: President & CEO

Date: November ____, 2015

10. AUTHORIZATION

The undersigned are duly authorized to execute this Agreement on behalf of their respective Parties and have read, understood and agree to all of the terms and conditions of this Agreement.

AGREED TO:

ECOLOGICAL ALLIANCE, LLC

By: _____

Name: _____

Title: _____

Date: November ____, 2015

AGREED TO:

WESTINGHOUSE LIGHTING CORPORATION

By: _____

Name: Ray Angelo

Title: President & CEO

Date: November 4th, 2015