

**SETTLEMENT AGREEMENT BETWEEN ISABEL RUGGERI AND
FERGUSON ENTERPRISES, INC.**

1. RECITALS

1.1 The Parties

1.1.1 This Settlement Agreement (“Agreement”) is entered into by and between Isabel Ruggeri (“Ruggeri”) and Ferguson Enterprises, Inc. (“Ferguson”). Ruggeri and Ferguson may hereinafter individually be referred to as a “Party” and collectively be referred to as the “Parties.”

1.1.2 Ruggeri is a citizen of the State of California with an interest in protecting the environment, improving human health and the health of ecosystems, and supporting environmentally sound practices, which includes promoting awareness of exposure to toxic chemicals and reducing exposure to hazardous substances found in consumer products.

1.1.3 Ferguson employs ten (10) or more employees and is a person in the course of doing business as the term is defined in California *Health & Safety Code* section 25249.6 et seq. (“Proposition 65”).

1.2 Allegations

1.2.1 Ruggeri alleges that Ferguson sold brass plumbing fittings known as brass adapters with stock numbers 139716, 139717, 139720, 139721, 139722, 139723, 139724, and 139725 (hereinafter collectively the “Products”) in the State of California causing users in California to be exposed to hazardous levels of lead and lead compounds without providing “clear and reasonable warnings”, in violation of Proposition 65. Lead and lead compounds are potentially subject to Proposition 65 warning requirements because they are listed as known to cause cancer and birth defects or other reproductive harm.

1.2.2 On October 27, 2015, Ruggeri provided a Sixty-Day Notice of Violation (“60-Day Notice”), along with a Certificate of Merit, to West Marine, Inc. and

various public enforcement agencies regarding the alleged violation of Proposition 65 with respect to the Products. On November 24, 2015, Ruggeri provided a Supplemental Sixty-Day Notice of Violation (“Supplemental 60-Day Notice”), along with a Certificate of Merit, to Ferguson, West Marine, Inc., and various public enforcement agencies regarding the alleged violation of Proposition 65 with respect to the Products.

1.3 No Admissions

Ferguson denies all allegations in Ruggeri’s 60-Day Notice and Supplemental 60-Day Notice and maintains that the Products have been, and are, in compliance with all laws, and that Ferguson has not violated Proposition 65. This Agreement shall not be construed as an admission of liability by Ferguson, but to the contrary as a compromise of claims that are expressly contested and denied. However, nothing in this section shall affect the Parties’ obligations, duties, and responsibilities under this Agreement.

1.4 Compromise

The Parties enter into this Agreement in order to resolve the controversy described above in a manner consistent with prior Proposition 65 settlements and consent judgments that were entered on behalf of the public interest and to avoid prolonged and costly litigation between them.

1.5 Effective Date

The “Effective Date” shall be the date upon which a complete and fully executed copy of the Agreement is delivered to each Party’s counsel.

2. INJUNCTIVE RELIEF

2.1 Reformulation Standard

Within ninety (90) days of the Effective Date, and continuing thereafter, Ferguson shall not distribute, supply, sell or offer for sale in California the Products if they contain more than 100 parts per million (0.01%) of lead when analyzed pursuant to Environmental Protection Agency testing methodologies 3050B or equivalent, without providing “clear and reasonable warnings” as described in section 2.2 below.

2.2 Proposition 65 Warnings

Within ninety (90) days of the Effective Date, and continuing thereafter, if the Products do not meet the Reformulation Standard, then Ferguson shall not distribute, supply, sell or offer for sale in California the Products unless clear and reasonable Proposition 65 warnings are provided with each unit with the following warning with the capitalized and emboldened wording:

“WARNING: This product contains lead, a chemical known to the State of California to cause cancer, birth defects and other reproductive harm. Do not use in connection with drinking water. Wash hands after handling.”

This warning statement shall be prominently displayed on the Product or on the packaging of the Product with such conspicuousness, as compared with other words, statements or designs as to render it likely to be read and understood by an ordinary individual prior to sale.

3. PAYMENTS

3.1 Civil Penalty Pursuant To Proposition 65

In settlement of all claims referred to in this Agreement, Ferguson shall pay a total civil penalty of four thousand dollars (\$4,000.00) to be apportioned in accordance with *Health and Safety Code* section 25249.12(c)(1) and (d), with 75% (\$3,000.00) for State of California Office of Environmental Health Hazard Assessment (“OEHHA”), and the remaining 25% (\$1,000.00) for Ruggeri.

Ferguson shall issue two (2) checks for the civil penalty: (1) a check or money order made payable to “OEHHA” in the amount of \$3,000.00; and (2) a check or money order made payable to “Law Offices of Lucas T. Novak” in the amount of \$1,000.00. Ferguson shall remit the payments within five (5) business days of the Effective Date, to:

Lucas T. Novak, Esq.
LAW OFFICES OF LUCAS T. NOVAK
8335 W Sunset Blvd., Suite 217
Los Angeles, CA 90069

3.2 Reimbursement Of Ruggeri's Fees And Costs

Ferguson shall reimburse Ruggeri's reasonable experts' and attorney's fees and costs incurred in prosecuting the instant action, for all work performed through execution of this Agreement. Accordingly, Ferguson shall issue a check or money order made payable to "Law Offices of Lucas T. Novak" in the amount of twenty one thousand dollars (\$21,000.00). Ferguson shall remit the payment within five (5) business days of the Effective Date, to:

Lucas T. Novak, Esq.
LAW OFFICES OF LUCAS T. NOVAK
8335 W Sunset Blvd., Suite 217
Los Angeles, CA 90069

4. RELEASES

4.1 Ruggeri's Release Of Ferguson

Ruggeri, acting in her individual capacity, her past and current agents, representatives, attorneys, successors and assignees, in consideration of the promises and monetary payments contained herein, hereby releases Ferguson, its parents, subsidiaries, shareholders, directors, members, officers, employees, attorneys, successors and assignees, as well as its downstream distributors, retailers, and customers, including West Marine, Inc. (collectively "Released Parties") from any alleged Proposition 65 violation claims asserted in Ruggeri's 60-Day Notice regarding the Products sold and/or offered for sale by Ferguson before and up to the Effective Date.

4.2 Ferguson's Release Of Ruggeri

Ferguson, its parents, subsidiaries, shareholders, directors, members, officers, employees, attorneys, successors and assignees, and on behalf of the Released Parties, by this Agreement, waive all rights to institute any form of legal action against Ruggeri, her past and current agents, representatives, attorneys, experts, successors and assignees, for actions or statements made or undertaken, whether in the course of investigating claims or seeking enforcement of Proposition 65 against Ferguson in this matter.

4.3 Waiver Of Unknown Claims

Each of the Parties acknowledges that it is familiar with Section 1542 of California 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.”

Each of the Parties waives and relinquishes any right or benefit it has or may have under Section 1542 of California Civil Code or any similar provision under the statutory or non-statutory law of any other jurisdiction to the full extent that it may lawfully waive all such rights and benefits. The Parties acknowledge that each may subsequently discover facts in addition to, or different from, those that it believes to be true with respect to the claims released herein. The Parties agree that this Agreement and the releases contained herein shall be and remain effective in all respects notwithstanding the discovery of such additional or different facts.

5. SEVERABILITY

Should any part or provision of this Agreement for any reason be declared by a Court to be invalid, void or unenforceable, the remaining portions and provisions shall continue in full force and effect.

6. GOVERNING LAW

The terms of this Agreement shall be governed by the laws of the State of California.

7. NOTICES

All correspondence and notices required to be provided under this Agreement shall be in writing and delivered personally or sent by first class or certified mail addressed as follows:

TO FERGUSON: Brenda Radmacher, Esq.	TO RUGGERI: Lucas Novak, Esq.
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Wood, Smith, Henning & Berman LLP 505 N. Brand Blvd. Suite 1100 Glendale, CA 91203	Law Offices of Lucas T. Novak 8335 W Sunset Blvd., Suite 217 Los Angeles, CA 90069
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8. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute the same document. Execution and delivery of this Agreement by e-mail, facsimile, or other electronic means shall constitute legal and binding execution and delivery. Any photocopy of the executed Agreement shall have the same force and effect as the originals.

9. AUTHORIZATION

The undersigned are authorized to execute this Agreement on behalf of their respective Parties. Each Party has read, understood, and agrees to all of the terms and conditions of this Agreement. Each Party warrants to the other that it is free to enter into this Agreement and is not subject to any conflicting obligation which will or might prevent or interfere with the execution or performance of this Agreement by said Party.

AGREED TO:

Date: 6/11/16

By: 
Isabel Ruggeri

AGREED TO:

Date: 6/7/2016

Printed Name: DAVID N. MEEKER

By: 
Authorized Officer of
Ferguson Enterprises, Inc.
ASST. SECRETARY