

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA

ENVIRONMENTAL RESEARCH
CENTER
Plaintiff (s),
vs.
TREVO LLC
Defendant (s).

CASE NO. RG 17845021

STIPULATION FOR SETTLEMENT

CONFIDENTIAL

NOT CONFIDENTIAL

IT IS HEREBY STIPULATED THAT THIS MATTER IS DEEMED SETTLED PURSUANT TO THE PROVISIONS OF CODE OF CIVIL PROCEDURE Section 664.6 ON THE FOLLOWING TERMS AND CONDITIONS:

1. DEFENDANT(S) TREVO LLC ("Defendant(s)") shall pay to PLAINTIFF(S) ENVIRONMENTAL RESEARCH CENTER ("Plaintiff(s)") the gross sum of \$ 85,000 as payment in full and complete settlement of all claims arising from the events described in the complaint or contained in this law suit or any claims or causes of action which could have or should have been contained in this lawsuit. Said payment shall be made no later than (*complete appropriate line*):
 - (a) _____ days after the date of this stipulation for settlement ;
 - (b) _____ days after the parties execute the separate release and settlement agreement described in paragraph 6(a) below;
 - (c) _____, 2017;
 - (d) as described in paragraph 6 below.

2. This settlement **does** **does not** dispose of the entire case.

3. All parties agree that this settlement is binding and enforceable. All parties agree not to come back to this court or any other court at any other time anywhere in the world and try to undo or re-do this settlement and they further agree to accept this settlement with the knowledge that all the parties will be barred from proceeding against any person or entity in this lawsuit as well as any person or entity anywhere in the world in the future regardless of what might happen in connection with any claims or causes of action which could have or should have been contained in their lawsuit. Additionally, this settlement is final and therefore there will be no court trial or jury trial under any circumstances whatever. There will be no appeals and all parties give up their right to an appeal. It is the intent of all parties to this agreement that the terms contained in this document represent a final, binding and enforceable agreement.
4. All parties will be responsible for their own court costs, attorney fees, medical liens, attorney's liens, if any, and all their own litigation expenses of any kind whatever, unless otherwise expressly and specifically stated herein. Defendants shall waive any claim for malicious prosecution.
5. Plaintiff agrees All parties agree to a Civil Code Section 1542 waiver relating to all claims, known and unknown, arising prior to today, except as noted above. California Civil Code Section 1542 provides that: *"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."*
6. Additional Terms:
- (a) The parties will also will not sign a separate release and settlement agreement.
- (b) Defendant does not admit liability for any of Plaintiff's claims.
- (c) The parties agree that this settlement is is not confidential.

- PARTIES TO SIGN CONSENT JUDGEMENT BY OCTOBER 13, 2017
- CONSENT JUDGMENT TO BE SUBMITTED TO COURT FOR APPROVAL
- \$85,000 TO BE ALLOCATED AMONG CIVIL PENALTIES, ATTY FEES AND EXPENSES, PER CONSENT JUDGMENT
- TREVO AGREES TO PROVIDE A PROPOSITION 65 WARNING WITH EACH PRODUCT SOLD IN CALIFORNIA OR TO REFORMULATE PRODUCT SO THAT LEAD EXPOSURES ARE LESS THAN 0.54g/day (micrograms/day)

• \$ 85,000 IS PAYABLE AS FOLLOWS;

- \$15,000 PAYABLE WITHIN 5 BUSINESS DAYS OF COURT ENTRY OF CONSENT JUDGMENT

- 7 CONSECUTIVE MONTHLY PAYMENTS OF \$10,000 EACH, BEGINNING 30 DAYS AFTER THE INITIAL \$15,000 PAYMENT

SEE ATTACHED PAGE FOR ADDITIONAL TERMS

7. Written dismissal(s) shall be filed no later than 45 days from the date of final payment. However if any enforcement is necessary or disputes arise after the filing of the dismissal, the parties request and the court hereby reserves jurisdiction to reinstate this case *nunc pro tunc* to this date so that the court can issue orders which are standard, appropriate, reasonable, fair, just and/or equitable.
8. On failure to comply with any of the terms of this settlement, any party may apply ex-parte for an entry of judgment or any other relief that is appropriate on 48 hours written (including email) notice to the opposing party and to that party's attorney, unless a different notice period is specified above.
9. This settlement shall be enforced pursuant to the terms of Section 664.6 of the Code of Civil Procedure as well as the terms of this settlement itself. Furthermore, this settlement consists of what is stated herein and only what is stated herein.
- ~~10.~~ MOTION FOR SETTLEMENT APPROVAL
10. A formal notice of settlement **WILL** be filed no later than OCT. 20, 2017.
11. The trial date and related dates are hereby **MAINTAINED**.
12. No compliance/dismissal hearing will be set in Dept. 1A. All future dates will be set in the assigned judge's department.

This settlement is made in open court before the undersigned judge of the superior court. By signing below, the parties agree that they have read this settlement agreement and that they will be bound by all of the terms thereof as stated above.

Dated: OCTOBER 6, 2017

Signed [Signature]
Name RICK FRANCO, Esq.
Attorney for Plaintiff

Signed [Signature]
Name [Signature]
Plaintiff/ on behalf of Plaintiff

Signed _____
Name _____, Esq.
Attorney for Plaintiff

Signed _____
Name _____
Plaintiff/ on behalf of Plaintiff

Signed _____
Name _____, Esq.
Attorney for Plaintiff

Signed _____
Name _____
Plaintiff/ on behalf of Plaintiff

Signed Charles E. Wetzel
Name Charles E. Wetzel Esq.
Attorney for Defendant Trevo, LLC

Signed [Signature]
Name Mark A. Stevens
Defendant/on behalf of Defendant Trevo, LLC

Signed _____
Name _____, Esq.
Attorney for Defendant(s) _____

Signed _____
Name _____
Defendant/on behalf of Defendant

Signed _____
Name _____, Esq.
Attorney for Defendant(s) _____

Signed _____
Name _____
Defendant/on behalf of Defendant

SEE ATTACHED PAGE FOR ADDITIONAL SIGNATURES

The Stipulation for Settlement is approved, and IT IS SO ORDERED.

Dated: October 6, 2017

[Signature]
HONORABLE EVELIO GRILLO
JUDGE OF THE SUPERIOR COURT

ATTACHMENT TO STIPULATION FOR SETTLEMENT

CASE NAME _____ NO. _____

Additional Terms and/or Additional Signatures:

Handwritten notes and signatures on lined paper:

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