

5.30.18 John J. [Signature]

SETTLEMENT AND RELEASE AGREEMENT

1. INTRODUCTION

1.1 Ecological Alliance, LLC and Rohl, LLC.

This Settlement Agreement is entered into by and between Ecological Alliance, LLC (“Ecological”), on the one hand, and Rohl, LLC (“Rohl”), on the other hand, with Ecological and Rohl collectively referred to as the “Parties,” for the purpose of avoiding the cost and expense associated with further dispute and litigation. Ecological is a California limited liability company, which states that it is seeking to promote awareness of exposures to toxic chemicals and improve human health by reducing or eliminating hazardous substances contained in consumer products. Ecological contends that Rohl is company in the course of doing business for purposes of Proposition 65.

1.2 General Allegations

Ecological alleges that Rohl manufactured, distributed and/or sold in the State of California certain valve extensions 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.

1.3 Product Description

The products that are covered by this Settlement Agreement are defined as “valve extensions,” including but not limited to Part #C4912, manufactured by, or offered for sale or distributed in California by Rohl, that contain lead. All such items shall be referred to herein as the “Products.”

1.4 Notice of Violation

On or about December 13, 2017, Ecological served Rohl, and all public enforcement agencies eligible to initiate Proposition 65 actions on behalf of the People of the State of California with a document entitled "60-Day Notice of Violation" ("Notice") that provided Rohl and such public enforcers with notice that Ecological alleged that Rohl and was in violation of California Health & Safety Code section 25249.6 for failing to warn consumers and customers that the Products exposed users in California to lead. No public enforcer has diligently prosecuted the allegations set forth in the Notices.

1.5 No Admission

Rohl denies the material factual and legal allegations contained in Ecological's Notice, and maintains that all products sold and distributed in California, including the Products, have been and are in compliance with Proposition 65 and all other applicable laws. Nothing in this Settlement Agreement shall be construed as an admission by Rohl of any fact, finding, issue of law, or violation of law; nor shall compliance with this Settlement Agreement constitute or be construed as an admission by Rohl of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Rohl. However, this section shall not diminish or otherwise affect the obligations, responsibilities, and duties of Rohl under this Settlement Agreement.

1.6 Effective Date

For purposes of this Settlement Agreement, the term "Effective Date" shall mean 180 days after the date this Settlement Agreement is fully executed by the Parties.

2. INJUNCTIVE RELIEF

2.1 Warning Exemption

Products manufactured or acquired by Rohl for sale in California after the Effective Date shall not require a warning as set forth below in Sections 2.2 and 2.3 if the Products do not exceed the following limits for lead: 100 ppm by weight for any accessible component part. For purposes of this Settlement Agreement, accessible component part shall mean components of the Product to which a person would be exposed to lead by direct contact during normal use of the Product.

2.2 Warning

Products that do not meet the warning exemption standard set forth in Section 2.1 above shall be accompanied by a clear and reasonable warning as described in Section 2.3 below. Rohl agrees that each warning shall be prominently placed with such conspicuousness, as compared with other words, statements, designs, or devices as to render it likely to be read and understood by an ordinary individual under customary conditions before purchase or use. Each warning shall be provided in a manner such that the consumer or user understands to which specific Product the warning applies, so as to minimize the risk of consumer confusion.

2.3 Warning Language

For purposes of this Settlement Agreement, a clear and reasonable warning for the Products shall consist of a warning affixed to the packaging, label, tag, or directly to each Product distributed or sold in California by Rohl that contains one of the following statements:

- (a) **WARNING:** This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.
- (b) **WARNING:** This product can expose you to lead, which is known to the State of California to cause cancer, birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.
- (c) **WARNING:** Cancer and Reproductive Harm –www.P65Warnings.ca.gov.

If Rohl elects to use the warning statements identified in Sections 2.3(b) or (c), it shall also include a symbol consisting of a black exclamation point in a yellow equilateral triangle with a bold black outline. Where the packaging or label for the product is not printed using the color yellow, the symbol may be printed in black and white. The symbol shall be placed to the left of the text of the warning, in a size no smaller than the height of the word "WARNING".

2.4 Grace Period for Existing Inventory of Products

The Parties acknowledge and agree that the injunctive relief set forth in Section 2 shall apply only to Products that Rohl manufactures or acquires after the Effective Date that are distributed, marketed, sold or shipped for sale in the State of California. These injunctive relief provisions shall not apply to Products that are already manufactured, in Rohl's inventory, and/or are already in the stream of commerce in California as of the Effective Date, and any such products are expressly covered by the release provisions set forth below in Section 6.

3. PENALTIES PURSUANT TO HEALTH & SAFETY CODE SECTION 25249.7(b)

In settlement of all the claims referred to in this Settlement Agreement, Rohl shall pay a total of Five Hundred Dollars (\$500.00) in civil penalties pursuant to Health and Safety Code section 25249.7(b). This penalty payment will be allocated in accordance with California Health & Safety Code section 25249.12(c)(1) & (d), with 75% of the funds remitted to the California Office of Environmental Health Hazard Assessment ("OEHHA") by Ecological and the remaining 25% of the penalty remitted to Ecological. Rohl shall pay Ecological's counsel the entire civil penalty payment referenced herein, and Ecological's counsel will transmit 75% of the civil penalty payment to OEHHA.

4. REIMBURSEMENT OF FEES AND COSTS

The Parties reached an accord on the compensation due to Ecological and its counsel under the private attorney general doctrine and principles of contract law. Under these legal principles, Rohl shall reimburse Ecological's counsel for fees and costs, incurred as a result of

investigating and bringing this matter to Rohl's attention. Rohl shall pay Ecological's counsel Five Thousand Five Hundred Dollars (\$5,500) for all attorneys' fees, expert and investigation fees, and related costs associated with this matter and the Notice.

5. PAYMENT INFORMATION

Within 10 days of execution of this Settlement Agreement by both parties, Rohl shall make a total payment of Six Thousand Dollars (\$6,000) for the civil penalties and attorney's fees and costs wire transfer to Plaintiff's counsel Custodio & Dubey LLP:

Bank: Bank of America, N.A.

Routing No.: 026009593

Account No.: 325054144600

Beneficiary: Custodio & Dubey LLP

Other than this payment, each side is to bear its own attorneys' fees and costs.

6. RELEASE OF ALL CLAIMS

6.1 Release of Rohl and Downstream Customers

This Settlement Agreement is a full, final and binding resolution between Ecological and Rohl of any violation of Proposition 65 that was or could have been asserted by Ecological on behalf of itself, its past and current agents, representatives, attorneys, successors and/or assignees, against Rohl, its parent companies, corporate affiliates, affiliated entities under common ownership, subsidiaries, and their respective officers, directors, members, attorneys, representatives, shareholders, agents, employees, and each entity to whom Rohl directly and indirectly sells or distributed the Products, and any other downstream distributors, wholesalers, licensors, licensees, auctioneers, retailers, franchisees, dealers, customers, members, owners, purchasers and users (collectively "Releasees") based on the alleged or actual failure to warn

about exposures to lead from Products sold or distributed for sale by Rohl in California before the Effective Date.

In further consideration of the promises and agreements herein, Ecological, in its own capacity, 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 it may have relating to the Products, including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands, 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"). The releases provided by Ecological under this Settlement Agreement are provided solely on Ecological's own behalf and not on behalf of the public in California.

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 actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of any nature, character or kind, known or unknown, suspected or unsuspected, against Rohl and the Releasees. Ecological understands and agrees that as a condition of this Settlement Agreement, it waives any and all rights and benefits which he now has, or in the future may have, by virtue of 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.

Ecological and its attorneys further agree that they shall not publish this Settlement Agreement (or any of the terms thereof) on the internet, through the media, or by any other means of communication, nor shall they cause the same to be done. However, this provision shall not be construed to prevent any disclosures that may be necessary to effectuate the terms of the Settlement Agreement or to comply with any reporting requirements to the California Attorney General or as required by law, rule or regulation.

6.2 Rohl's Release of Ecological

Rohl 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 Products.

7. GOVERNING LAW

The terms of this Settlement Agreement shall be governed by the laws of the State of California and apply within the State of California. In the event that Proposition 65 is repealed or is otherwise rendered inapplicable by reason of law generally, or as to the Products, then Rohl

shall have no further obligations pursuant to this Settlement Agreement.

8. NOTICES

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

For Rohl:

Levi W. Heath
Barnes & Thornburg LLP
2029 Century Park East, Suite 300
Los Angeles, CA, 90066

For Ecological:

Vincet Dubey, Esq.
Custodio & Dubey LLP
448 S. Hill St., Suite 612
Los Angeles, CA 90013

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.

9. COUNTERPARTS; FACSIMILE/E-SIGNATURES

This Settlement Agreement may be executed in counterparts and by facsimile or e-signatures, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

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

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

11. MODIFICATION

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

Parties.

12. AUTHORIZATION

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

AGREED TO:

AGREED TO:

Date: May 31, 2018

Date: May 30, 2018

By: 
On Behalf of Ecological Alliance,
LLC

By: 
On Behalf of Rohl, LLC