

SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 Parties

This Settlement Agreement is entered into by and between Anthony E. Held, Ph.D., P.E. (“Held”) and Alpine Corporation (“Alpine”), with Held and Alpine each individually referred to as a “Party” and collectively as the “Parties.” Held is an individual residing in the State of California who seeks to promote awareness of exposures to toxic chemicals, and to improve human health by reducing or eliminating hazardous substances contained in consumer products. Held alleges that Alpine employs ten or more persons and is a person in the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code §25249.6 *et seq.* (“Proposition 65”).

1.2 General Allegations

Held alleges that Alpine manufactures, distributes, sells and/or offers for sale in California, vinyl/PVC greenhouse covers containing di(2-ethylhexyl)phthalate (“DEHP”). DEHP is listed pursuant to Proposition 65 as a chemical known to cause birth defects or other reproductive harm. Held alleges that Alpine failed to provide the health hazard warning allegedly required by Proposition 65 for exposures to DEHP from vinyl/PVC greenhouse covers.

1.3 Product Description

The products that are covered by this Settlement Agreement are vinyl/PVC greenhouse covers containing DEHP including, but not limited to, the *Alpine 3-Tier Portable Greenhouse Replacement Cover, Item Number: GAP102-CVR, UPC #8 21559 02079 6*, manufactured, distributed, sold or offered for sale in California by Alpine (collectively, the “Products”).

1.4 Notice of Violation

On or about December 13, 2017, Held served Alpine, and certain requisite public enforcement agencies with a 60-Day Notice of Violation (“Notice”), alleging that Alpine violated Proposition 65 by failing to warn its customers and consumers in California that its Products expose users to DEHP. To the best of the Parties’ knowledge, no public enforcer has commenced and is diligently prosecuting the allegations set forth in the Notice.

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1.5 No Admission

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

1.6 Effective Date

For purposes of this Settlement Agreement, the term "Effective Date" shall mean the date on which the parties execute this Settlement Agreement.

2. INJUNCTIVE RELIEF: REFORMULATION

2.1 Reformulation Commitment

Commencing on the Effective Date and continuing thereafter, any and all Products that Alpines manufactures, distributes and sells or offers for sale in or into California shall be "Reformulated Products". For purposes of this Settlement Agreement, "Reformulated Products" are Products containing DEHP, butyl benzyl phthalate ("BBP"), di-n-butyl ("DBP"), di-isodecyl phthalate ("DIDP"), diisononyl phthalate ("DINP"), and di-n-hexyl phthalate ("DnHP") each in concentrations of less than 0.1 percent (1,000 parts per million) in each accessible component when analyzed by a laboratory accredited by the State of California, a federal agency, or a nationally recognized accrediting organization. For purposes of compliance with this reformulation standard, testing samples shall be prepared and extracted using Consumer Product Safety Commission ("CPSC") methodology CPSC-CH-C1001.09.3 and analyzed using U.S. Environmental Protection Agency ("EPA") methodology 8270C, or other methodologies utilized by federal or state government agencies to determine phthalate content in a solid substance.

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3. MONETARY SETTLEMENT TERMS

3.1 Civil Penalty

Pursuant to Health and Safety Code §25249.7(b)(2), and in settlement of all claims alleged in the Notice, Alpine agrees to pay a total of \$500 in civil penalties. The penalty payment will be allocated in accordance with Health and Safety Code §25249.12(c)(1) & (d), with 75% of the penalty amount remitted to the California Office of Environmental Health Hazard Assessment (“OEHHA”) and the remaining 25% of the penalty amount retained by Held. Within 5 days of the Effective Date, Alpine shall provide its payment as follows: (i) a check in the amount of \$375 payable to “OEHHA” and (ii) a check in the amount of \$125 payable to “Anthony Held Client Trust Account.” Held’s counsel shall be responsible for delivering OEHHA’s portion of the penalty payments made under this Section 3.1.

3.2 Attorneys’ Fees and Costs

The Parties reached an accord on the compensation due to Held and his counsel under general contract principles and the private attorney general doctrine codified at Code of Civil Procedure §1021.5 for all work performed in this matter. Under these legal principles, Alpine agrees to pay \$18,000 to Held and his counsel for all fees and costs incurred investigating, bringing this matter to the attention of Alpine’s management, and negotiating a settlement in the public interest. Alpine agrees to make six monthly installment payments of \$3,000, with the first installment due within five (5) days of the Effective Date, and each subsequent installment due on the 15th day of each month beginning with June 15, 2018, with the last installment due on October 15, 2018, for a total of \$18,000. Alpine’s payments under this Section 3.2 shall be in the form of checks made payable to “The Chanler Group.” Alpine shall be liable for payment of interest, at a rate of 10% simple interest, for all amounts due and owing under this Section that are not received within two business days of the due date.

3.3 Payment Address

All payments required by this Settlement Agreement shall be delivered to:

The Chanler Group
Attn: Proposition 65 Controller
2560 Ninth Street
Parker Plaza, Suite 214
Berkeley, CA 94710

4. CLAIMS COVERED AND RELEASED

4.1 Held's Release of Alpine

This Settlement Agreement is a full, final and binding resolution between Held, as an individual, and *not* on behalf of the public, and Alpine, of any violation of Proposition 65 that was or could have been asserted by Held on behalf of himself, his past and current agents, principals, employees, insurers, accountants, entities under his ownership or direction, representatives, attorneys, predecessors, successors, and/or assignees and heirs, against Alpine, its parents, subsidiaries, affiliated entities under common ownership, directors, officers, employees, attorneys, and each entity to whom Alpine directly or indirectly distributes, ships, or sells the Products, including, but not limited, to its downstream distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees, and their owners, directors, officers, agents, principals, employees, attorneys, insurers, accountants, predecessors, successors, and assigns ("Releasees"), for any and all claims based on the failure to warn about alleged exposures to DEHP contained in the Products that were manufactured, distributed, sold and/or offered for sale by Alpine in or into California before the Effective Date, as alleged in the Notice.

In further consideration of the promises and agreements herein contained, Held as an individual, and *not* on behalf of the public, on behalf of himself, his past and current agents, principals, employees, insurers, accountants, entities under his ownership or direction, representatives, attorneys, successors, and/or assignees, hereby waives any and all rights that he may have to institute or participate in, directly or indirectly, any form of legal action and releases all claims that Held may have, 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 exclusively, investigation fees, expert fees, and attorneys' fees arising under Proposition 65 with respect to DEHP, BBP, DBP, DIDP, DINP, and DnHP in the Products, manufactured, distributed, sold and/or offered for sale by Alpine, before the Effective Date (collectively "claims"), against Alpine and Releasees.

4.2 Alpine's Release of Held

Alpine, on its own behalf, and on behalf of its past and current agents, representatives, attorneys, successors, and/or assignees, hereby waives any and all claims against Held and his attorneys and other

representatives, for any and all actions taken or statements made by Held and his attorneys and other representatives, whether in the course of investigating claims articulated in the Notice, otherwise seeking to enforce Proposition 65 against it in this matter, or with respect to the Products.

5. SEVERABILITY

If, subsequent to the execution of this Settlement Agreement, any of the provisions of this Settlement Agreement are deemed by a court to be unenforceable, the validity of the enforceable provisions remaining shall not be adversely affected.

6. 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 otherwise rendered inapplicable by reason of law generally, as to DEHP, BBP, DBP, DIDP, DINP, DnHP or as to the Products, then Alpine may provide written notice to Held of any asserted change in the law, or its applicability to Alpine or the Products, and shall have no further injunctive obligations pursuant to this Settlement Agreement with respect to, and to the extent that, Alpine or the Products are so affected.

7. NOTICE

Unless specified herein, all correspondence and notice required to be provided pursuant to this Settlement Agreement shall be in writing and sent by: (a) personal delivery; (b) first-class, registered or certified mail, return receipt requested; or (c) a recognized overnight courier on any Party by the other at the following addresses:

Alpine:

Robby Soofer, President
Alpine Corporation
6000 Rickenbacker Road
Commerce, CA 90040

Held:

Proposition 65 Coordinator
The Chanler Group
2560 Ninth Street
Parker Plaza, Suite 214
Berkeley, CA 94710

on behalf of **Alpine:**

Garth N. Ward, Partner
Lewis Brisbois
701 B Street, Suite 1900
San Diego, CA 92101

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

8. COUNTERPARTS; FACSIMILE SIGNATURES

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

9. COMPLIANCE WITH HEALTH & SAFETY CODE §25249.7(f)

Held and his attorneys agree to comply with the reporting form requirements referenced in Health and Safety Code §25249.7(f).

10. MODIFICATION

This Settlement Agreement may be modified only by written agreement of the Parties.

11. AUTHORIZATION

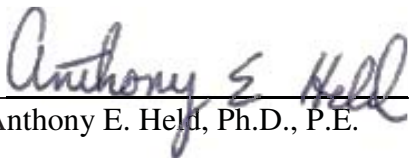
The undersigned are authorized to execute this Settlement Agreement on behalf of their respective Parties and have read, understood, and agree to all of the terms and conditions of this Settlement Agreement.

AGREED TO:

AGREED TO:

Date: 5/17/2018

Date: _____

By: 
Anthony E. Held, Ph.D., P.E.

By: _____
Robby Soofer, President
Alpine Corporation

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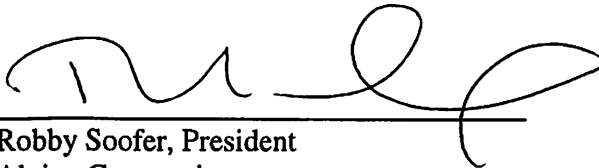
Date: _____

By: _____

Anthony E. Held, Ph.D., P.E.

AGREED TO:

Date: 5/23/2018

By:  _____

Robby Soofer, President
Alpine Corporation