

SETTLEMENT AGREEMENT BETWEEN APS&EE, LLC, DOLLAR TREE STORES, INC., AND GREENBRIER INTERNATIONAL, INC.

1. RECITALS

1.1 The Parties

1.1.1 This Settlement Agreement (“Agreement”) is entered into by and between Dollar Tree Stores, Inc. and Greenbrier International, Inc. (collectively, “Dollar Tree”) on the one hand, and APS&EE, LLC (“APS&EE”) on the other. APS&EE and Dollar Tree shall hereinafter collectively be referred to as the “Parties”.

1.1.2 APS&EE is an organization based in 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 APS&EE alleges that Dollar Tree Stores, Inc. and Greenbrier International, Inc. are corporations that employ ten (10) or more employees and each 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 APS&EE alleges that Dollar Tree sold Tool Bench Tape Measures, UPC 6-39277-64083-3 (hereinafter collectively the “Products”) in the State of California causing users in California to be exposed to Di (2-ethylhexyl) Phthalate (“DEHP”), Di-n-Butyl Phthalate (“DBP”), and Lead without providing “clear and reasonable warnings”, in violation of Proposition 65. DEHP, DBP, and Lead are potentially subject to Proposition 65 warning requirements because DEHP is listed as known to cause cancer and reproductive toxicity, and DBP is listed as known to cause birth defects and other reproductive harm, and Lead is listed as known to cause cancer and birth defects or other reproductive harm.

1.2.2 On July 16, 2018, APS&EE provided a Sixty-Day Notice of Violation (the “Notice”) to Dollar Tree and the various public enforcement agencies regarding the alleged violation of Proposition 65 with respect to the Products.

1.3 No Admissions

Dollar Tree denies all allegations in APS&EE’s Notice and maintains that the Products have been, and are, in compliance with all laws, and that Dollar Tree has not violated Proposition 65. This Agreement shall not be construed as an admission of liability by Dollar Tree, 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 in 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 Warning Obligation

As of the Effective Date, Dollar Tree shall not distribute, supply, and/or sell the Products in California unless clear and reasonable Proposition 65 warnings are provided with the following warning with the capitalized and emboldened wording:

WARNING: This product can expose you to chemicals, including Lead, known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

The warning shall be accompanied by a symbol consisting of a black exclamation point in a yellow equilateral triangle with a bold black outline. Where the 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".

The warning shall be provided with such conspicuousness as compared with other words, statements or designs as to render it likely to be read and understood by an ordinary consumer prior to sale.

In lieu of the preceding warning content and methods set forth above, Dollar Tree may use any warning content and method that complies with Title 27, California Code of Regulations, section 25600 *et seq.*, as amended August 30, 2016 and subsequently thereafter.

3. PAYMENTS

3.1 Civil Penalty Pursuant To Proposition 65

In settlement of all claims referred to in this Agreement, Dollar Tree shall collectively pay a total civil penalty of two thousand dollars (\$2,000.00) to be apportioned in accordance with *Health and Safety Code* section 25249.12(c)(1) and (d), with 75% (\$1,500.00) for State of California Office of Environmental Health Hazard Assessment ("OEHHA"), and the remaining 25% (\$500.00) for APS&EE.

Dollar Tree shall issue two (2) checks for the civil penalty: (1) a check or money order made payable to "OEHHA" in the amount of \$1,500.00; and (2) a check or money order made payable to "Law Offices of Lucas T. Novak" in the amount of \$500.00.

Dollar Tree shall remit the payments within ten (10) 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 APS&EE's Fees And Costs

Dollar Tree shall reimburse APS&EE'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, Dollar Tree shall issue a check or money order made payable to "Law Offices of Lucas T. Novak" in the amount of seventeen thousand dollars (\$17,000.00). Dollar Tree shall remit the payment within ten (10) 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 APS&EE's Release Of Dollar Tree

APS&EE, in consideration of the promises and monetary payments contained herein, hereby releases Dollar Tree and its parents, subsidiaries, shareholders, directors, members, officers, employees, attorneys, successors and assignees, as well as the downstream entities in the distribution chain of the Products, and all predecessors, successors, and assignees of any of them (collectively "Released Parties"), from any violation of Proposition 65 regarding the failure to warn about exposure to DEHP, DBP, and/or Lead arising in connection with the Products sold or offered for sale by Dollar Tree prior to the Effective Date.

In further consideration of the promises and agreements herein contained, and for the payments to be made pursuant to Section 3 above, APS&EE, on behalf of itself, its past and current agents, representatives, attorneys, successors and/or assignees, hereby covenants not to sue and waives any right to institute, participate in, directly or indirectly, any form of legal action and releases all claims that it may have, including without limitation, all actions and causes of action in law and in equity, all obligations, expenses (including without limitation all attorneys' fees, expert fees, and investigation fees, and

costs), damages, losses, liabilities and demands against any of the Released Parties, but only to the extent that such legal action or claims arise under Proposition 65 with respect to exposures to DEHP, DBP or Lead in the Products sold by Dollar Tree before the Effective Date.

4.2 Dollar Tree's Release Of APS&EE

Dollar Tree by this Agreement waives all rights to institute any form of legal action against APS&EE, its shareholders, directors, members, officers, employees, 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 Dollar Tree in this matter. If any Released Party should institute any such action, then APS&EE's release of said Released Party in this Agreement shall be rendered null and void.

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 that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

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.

4.4 Deemed Compliance with Proposition 65.

Compliance by Dollar Tree with this Settlement Agreement constitutes compliance with Proposition 65 with respect to exposure to DEHP, DBP, and Lead in the Products.

4.5 Public Benefit.

It is the Parties' understanding that the commitments Dollar Tree has agreed to herein, and actions to be taken by Dollar Tree under this Agreement, would confer a significant public benefit to the general public, as set forth in California Civil Procedure Code section 1021.5. As such, it is the intent of the Parties that to the extent any other private party initiates an action alleging a violation of Proposition 65 with respect to Dollar Tree's failure to provide a warning concerning exposure to DEHP, DBP, and/or Lead in the Products it has distributed, sold or offered for sale in California, such private party action would not confer a significant benefit on the general public as to those Products addressed in this Agreement, provided that Dollar Tree is in material compliance with this Agreement.

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. In the event that Proposition 65 is repealed or is otherwise rendered inapplicable or limited by reason of law generally, or as to the Products, Dollar Tree shall provide written notice to APS&EE of any asserted change in the law, and shall have no further obligations pursuant to this Agreement with respect to, and to the extent that, the Products are so affected.

7. NOTICE

All correspondence and notice required to be provided under this Agreement shall

be in writing and delivered personally or sent by overnight deliver, or first class or certified mail addressed as follows:

<p>TO DOLLAR TREE: Peg Carew Toledo, Esq. Arnold & Porter Kaye Scholer LLP Three Embarcadero Center, 10th Floor San Francisco, CA 94111</p>	<p>TO APS&EE: Lucas T. Novak, Esq. Law Offices of Lucas T. Novak 8335 W Sunset Blvd., Suite 217 Los Angeles, CA 90069</p>
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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. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)

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

10. MODIFICATION

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

11. ENTIRE AGREEMENT

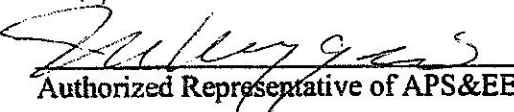
This Agreement contains the sole and entire agreement of the Parties and any and all prior negotiations and understandings related hereto shall be deemed to have been merged within it. No representations or terms of agreement other than those contained herein exist or have been made by any Party with respect to the other Party or the subject matter hereof.

12. 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 that will or might prevent or interfere with the execution or performance of this Agreement by said Party.

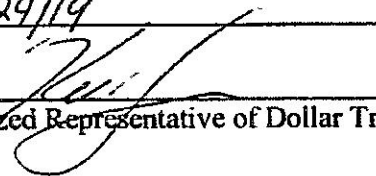
AGREED TO:

Date: 1/24/19

By: 
Authorized Representative of APS&EE, LLC

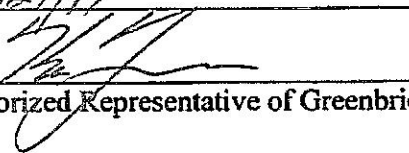
AGREED TO:

Date: 1/24/19

By: 
Authorized Representative of Dollar Tree Stores, Inc.

AGREED TO:

Date: 1/24/19

By: 
Authorized Representative of Greenbrier International, Inc.