SETTLEMENT AGREEMENT

BETWEEN

CONSUMER ADVOCACY GROUP, INC.

AND

COVERITE INDUSTRIES, INC. and PANKO INDUSTRIAL CORP.

Consumer Advocacy Group, Inc. ("CAG"), Coverite Industries Inc. ("Coverite") and Panko Industrial Corp. ("Panko"), (CAG, Coverite, and Panko collectively referred to as, the "Parties") enter into this agreement ("Settlement Agreement") for the purpose of avoiding prolonged and costly litigation to settle CAG's allegations that Coverite and Panko violated Proposition 65. The effective date of this Settlement Agreement shall be the date upon which it is fully executed by all Parties hereto (the "Effective Date").

1.0 Introduction

- 1.1 CAG is a California-based entity that seeks to promote awareness of exposures to toxic chemicals and improve human health by reducing or eliminating hazardous substances contained in consumer and industrial products.
- Coverite and Panko previously sold, at various times, Cable & Lock for Car Cover with Vinyl components, including but not limited to ""SECURITY KIT;" "CABLE & LOCK FOR CAR COVER;" "PART NO. 20100;"
 "COVERITE INDUSTRIES, INC.;" "I VINYL COATED STEEL CABLE;"
 "MANUFACTURED IN CHINA TO SPECIFICATIONS OF COVERITE INDUSTRIES, INC.;" "7 19626 20100 4"" (referred to throughout as the "Covered Products"). The Covered Products are limited to those sold only by Panko or Coverite or their respective owners, parents, subsidiaries, affiliates,

sister and related companies, employees, shareholders, officers, directors, insurers, attorneys, predecessors, successors, and assigns direct to California consumers, or sold by Panko or Coverite or their respective owners, parents, subsidiaries, affiliates, sister and related companies, employees, shareholders, officers, directors, insurers, attorneys, predecessors, successors, and assigns to Downstream Releasees as defined pursuant to Section 2.1.

- 1.3 CAG alleges that Covered Products contain Di (2-ethylhexyl) phthalate ("DEHP"), also known as Diethyl Hexyl Phthalate and Bis (2-ethylhexyl) phthalate, and that Coverite did not provide a required warning in compliance with the California Safe Drinking Water and Toxic Enforcement Act (Cal. Health & Safety Code § 25249.5, et seq. ("Proposition 65")).
- 1.4 On January 1, 1988, the Governor of California added DEHP to the list of chemicals known to the State to cause cancer, and on October 24, 2003, the Governor added DEHP to the list of chemicals known to the State to cause developmental male reproductive toxicity. These additions took place more than twenty (20) months before CAG served its "Sixty-Day Notice of Intent To Sue For Violations Of The Safe Drinking Water And Toxic Enforcement Act of 1986" which is further described below.
- 1.5 DEHP is referred to hereafter as the "Listed Chemical".
- 1.6 On or about August 17, 2018 (Attorney-General Notice #2018-01445), CAG served, Coverite, Panko Industrial Corporation; Icahn Automotive Group, LLC.; The Pep Boys Manny Moe & Jack of California; and Pep Boys #970 and certain relevant public enforcement agencies with documents entitled "Sixty-Day

Notice Of Intent To Sue For Violations Of The Safe Drinking Water And Toxic Enforcement Act of 1986" regarding Covered Products containing the Listed Chemical.

- 1.7 The Sixty-Day Notice (referred to as "Notice") alleged that Coverite and the other noticed parties violated Proposition 65 by failing to warn consumers in California that use of Covered Products exposes persons to the Listed Chemical.
- 1.8 The Parties enter into this Settlement Agreement to settle disputed claims between the Parties as set forth below concerning the Parties' and the Covered Products' compliance with Proposition 65 (the "Dispute").
- By execution of this Settlement Agreement, the Parties do not admit any facts or conclusions of law, including, but not limited to, any facts or conclusions of law regarding any violation of Proposition 65, or any other statutory, regulatory, common law, or equitable doctrine. Nothing in this Settlement Agreement shall be construed as an admission by the Parties of any fact, conclusion of law, issue of law, or violation of law. Nothing in this Settlement Agreement, nor compliance with its terms, shall constitute or be construed, considered, offered, or admitted as evidence of an admission or evidence of fault, wrongdoing, or liability by Coverite and Panko, its officers, directors, employees, or parents, subsidiaries or affiliated corporations, in any administrative or judicial proceeding or litigation in any court, agency, or forum. Except for the allegations settled and compromised, nothing in this Settlement Agreement shall prejudice, waive, or impair any right, remedy, argument, or defense that CAG, Coverite, or

Panko may have against one another in any other pending legal proceeding as to allegations unrelated to the Dispute or claims released herein.

2.0 Release

- 2.1 This Settlement Agreement is a full, final, and binding resolution between CAG, acting in its individual capacity, on the one hand, and (a) Coverite and Panko, and their respective owners, parents, subsidiaries, affiliates, sister and related companies, employees, shareholders, officers, directors, insurers, attorneys, predecessors, successors, and assigns (collectively "Releasees") and (b) all entities to whom Releasees directly or indirectly provide, distribute, or sell the Covered Products, including but not limited to distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees, including but not limited to The Pep Boys - Manny, Moe & Jack of California, (collectively referred to as "Downstream Releasees"), on the other hand, of any violation(s) or claimed violation(s) of Proposition 65 or any statutory or common law claim that has been, could have been, or may in the future be asserted against the Releasees and Downstream Releasees regarding exposing persons to the Listed Chemical and the failure to warn about exposure to the Listed Chemical arising only in connection with the Covered Products manufactured, shipped, and/or otherwise distributed prior to the Effective Date, and those existing inventories sold by Downstream Releasees after the Effective Date.
- 2.2 CAG, its past and current agents, representatives, attorneys, successors, and/or assignees, hereby waives and releases with respect to the Covered Products all rights to institute or participate in, directly or indirectly, any form of legal

action, 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) (collectively "Claims"), against Releasees and/or

Downstream Releasees that arise under Proposition 65 or any other statutory or common law claims that were or could have been asserted in respect of any

Covered Products manufactured, shipped, and/or otherwise distributed prior to the Effective Date, and those existing inventories sold by Downstream Releasees after the Effective Date, which were already in the stream of commerce as of the Effective Date, only to the extent that such Claims relate to Releasees' and/or Downstream Releasees' alleged exposure of persons to the Listed Chemical contained in the Covered Products or any failure by Releasees and Downstream Releasees to warn about exposures to the Listed Chemical contained in the Covered Products.

2.3 CAG acknowledges that it is familiar with Section 1542 of 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.

CAG, 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 Civil Code § 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. The release in this section shall have no force or effect until the full amount of payments set forth in Section 4.0 below are paid in full.

2.4 Within 10 days after CAG's receipt of all payments as outlined in Section 4 of this Agreement, CAG shall file with the Court a dismissal without prejudice against The Pep Boys – Manny, Moe & Jack of California, a California Corporation in the matter of Consumer Advocacy Group, Inc. v. The Pep Boys – Manny, Moe & Jack of California, a California Corporation and DOES 1-40 (Case No.: RG19002023).

3.0 Coverite and Panko's Duties

- 3.1 Coverite and Panko agree, promise, and represent that after the Effective Date Coverite and Panko shall reformulate any Covered Products manufactured after the Effective Date and offered for sale in California by Coverite and Panko, to a point where the level of DEHP in the Covered Products does not exceed 0.1%.
- 3.2 Coverite and Panko agree, promise, and represent that, as of the Effective Date, to the extent it ships or sells any Covered Products in existing inventory for sale in California that have not been reformulated it will provide warnings on such Covered Products that comply with Proposition 65. The warnings shall be

provided in such a conspicuously and prominent manner that will assure the message is made available and likely to be read, seen, or heard by the consumer prior to or at the time of the sale or purchase. The warning requirement shall not apply to the Covered Products that have already been distributed by Panko or Coverite to Downstream Releasees prior to the Effective Date.

The Parties agree that product labeling stating to the effect that:

WARNING: This product can expose you to chemicals including Di(2-ethylhexyl) phthalate (DEHP), which is 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.

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WARNING: Cancer and Reproductive Harm www.P65Warnings.ca.gov or a warning label compliant with the most current version of the Proposition 65 requirements, shall constitute compliance with Proposition 65 with respect to the Listed Chemical in the Covered Products for any Covered Products in existing inventory that had not been reformulated and were distributed by Coverite or Panko after the Effective Date.

4. Payments

- 4.1 Coverite and Panko agrees, to pay a total of two hundred and thirty thousand dollars (\$230,000) on or before January 5, 2020 by separate checks apportioned as follows:
 - 4.1.1 <u>Penalty</u>: Coverite and Panko shall issue two separate checks for a total amount of fifty thousand dollars (\$50,000) as follows: (a) one check

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made payable to the State of California's Office of Environmental Health Hazard Assessment (OEHHA) in the amount of thirty-seven thousand five hundred dollars, (\$37,500), representing 75% of the total penalty; and (b) one check to Consumer Advocacy Group, Inc. in the amount of twelve thousand five hundred dollars (\$12,500), representing 25% of the total penalty. OEHHA's check shall be delivered to Office of Environmental Health Hazard Assessment P.O. Box 4010 Sacramento, CA 95812-4010, Attn: Mike Gyurics. CAG's check shall be delivered to: Reuben Yeroushalmi, Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.

4.1.2 Attorneys' Fees and Costs: One hundred and eighty thousand dollars (\$180,000) of such payment shall be paid to Yeroushalmi & Yeroushalmi, as CAG's attorneys, for reasonable investigation fees and costs, attorneys' fees, and any other costs incurred as a result of investigating and bringing this matter to Coverite's attention. The check shall be delivered to: Reuben Yeroushalmi, Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212. By the Effective Date, Yeroushalmi & Yeroushalmi and CAG shall provide Coverite and Panko with its Employer Identification Number and completed W9.

5. Authority to Enter Into Settlement Agreement

5.1 CAG represents that its signatory to this Settlement Agreement has full authority to enter into and legally bind CAG to this Settlement Agreement.

5.2 Coverite and Panko represent that their signatory to this Settlement Agreement have full authority to enter into and legally bind them to this Settlement Agreement.

6.0 Report of the Settlement Agreement to the Office of the Attorney General Of California

6.1 CAG shall report this Settlement Agreement to the Attorney General's

Office within five (5) days of the Parties' execution of this Settlement

Agreement.

7.0 Execution in Counterparts and Facsimile

7.1 This Settlement Agreement may be executed in counterparts, which taken together shall be deemed to constitute the same document. A facsimile or portable document format (PDF) signature shall be as valid as the original.

8.0 Entire Agreement

8.1 This Settlement Agreement contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and all related prior discussions, negotiations, commitments, and understandings. No other agreements, oral or otherwise, exist to bind any of the Parties.

9.0 Modification of Settlement Agreement

9.1 Any modification to this Settlement Agreement shall be in writing and signed by the Parties.

10.0 Application of Settlement Agreement

10.1 This Settlement Agreement shall apply to, be binding upon, and inure to the benefit of, CAG and the Releasees and Downstream Releasees identified in Section 2 above.

11.0 Enforcement of Settlement Agreement

11.1 CAG may bring an action to enforce any breach of the monetary settlement terms in Section 4.0, above, upon ten (10) business days following written notice by CAG to Panko or Coverite of the alleged breach in accordance with the notification requirements set forth in Section 12.0, below.

12.0 Notification Requirements

12.1 Any notice required or permitted hereunder shall be effective only if given in writing and delivered in person, certified or registered mail return receipt requested, or traceable overnight delivery service, and by email to the following designees:

For CAG:

Reuben Yeroushalmi, Esq.
YEROUSHALMI & YEROUSHALMI
9100 Wilshire Boulevard, Suite 240W
Beyerly Hills, CA 90212
Email: reuben@yeroushalmi.com

For Coverite:

Tommy Wang, Esq.
WANG IP LAW GROUP, P.C.
18645 E. Gale Ave., Suite 205.
City of Industry, CA 91748
Email: twang@thewangiplaw.com

For Panko:

Tommy Wang, Esq.

WANG IP LAW GROUP, P.C. 18645 E. Gale Ave., Suite 205, City of Industry, CA 91748

Email: twang@thewangiplaw.com

Any party may change its designee(s) for purposes of notification by providing written notice of such change pursuant to this section.

13.0 SEVERABILITY

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

14.0 GOVERNING LAW

14.1 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, preempted or is otherwise rendered inapplicable by reason of law generally, or as to the Listed Chemical and/or the Covered Products, then Coverite shall provide written notice to CAG of any asserted change in the law, and shall have no further obligations pursuant to this Settlement Agreement with respect to, and to the extent that, the Covered Products are so affected.

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Dated: 12/19/2019	By: Michael Maray Printed Name: Michael Marcy S Title: Director
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	Title: Director
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	COVERITE INDUSTRIES, INC.
Dated: 12-19-19	Ву:
	Printed Name: Ko Yung Yuan
	Title: President
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	PANKO INDUSTRIAL CORPORATION Jackar
Dated: 12-19-19	By:
	Printed Name: Ko Yung Yuan
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