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LAW AND MOTION #154

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO**

PEOPLE OF THE STATE OF CALIFORNIA	}	CASE NO. 34-2011-00101960
ex rel. STATE AIR RESOURCES BOARD,		JUDGMENT
Plaintiff,	}	
v.		
BIRCHWOOD LABORATORIES, INC. and DOES 1-50, Inclusive,		
Defendants.	}	

Pursuant to the stipulation for entry of judgment executed by the parties, the Court hereby enters judgment in this case as follows:

1. Birchwood Laboratories, Inc. ("Birchwood") shall pay to plaintiff People of the State of California ex rel. State Air Resources Board ("Plaintiff") the total sum of \$500,000 in full settlement and compromise of this action and in release and discharge of any and all claims and causes of action made in this action, or which could have been made in this action, and in release and discharge of any and all claims and causes of action arising out of the events or incidents referred to in the pleadings in this action. Payments shall be made in 4 equal installments of \$125,000 each, the first payment due 30 days from the date of entry of this judgment, and each subsequent payment due on or before the anniversary of entry of judgment.

1 2. Plaintiff shall accept said sum in full settlement and compromise of the action
2 and agrees that such payment shall fully and forever discharge and release all claims and causes
3 of action which plaintiff has alleged against Birchwood in this action.

4 3. Birchwood is prohibited from manufacturing for sale in California any consumer
5 products regulated by Plaintiff which do not comply with state law.

6 4. Birchwood is prohibited from manufacturing for sale in California any consumer
7 products containing trichloroethylene (TCE), methylene chloride, or perchloroethylene.

8 5. Birchwood is prohibited from manufacturing for sale in California consumer
9 products regulated by Plaintiff which contain hazardous air pollutants pursuant to subsection
10 (b) of Section 112 of the federal Clean Air Act (42 U.S.C. § 7412(b)) and designated by
11 Plaintiff to be a toxic air contaminant pursuant to Health and Safety Code section 39657.

12 6. Birchwood will make available to Plaintiff upon written request:

13 a. formulation with name and weight percent of all ingredients for all
14 Birchwood consumer products sold in California which are regulated by
15 Plaintiff.

16 b. sales data for all Birchwood consumer products sold in California which
17 are regulated by Plaintiff.

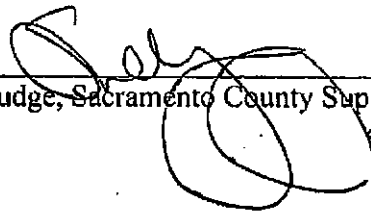
18 7. Birchwood will designate an individual point of contact for all future inquiries
19 by Plaintiff.

20 8. Plaintiff will expedite a label review process of the current Gun Scrubber label,
21 attached to this Stipulation as Exhibit A. If a change is required, Plaintiff will allow Birchwood
22 a sell-through period of the product containing the label to be changed of not less than one year
23 from the date of the notice a change is required.

24 9. Each party will bear its own attorney's fees and court costs.

25 DATED: JUL - 2 6 2012



26
27 
28 Judge, Sacramento County Superior Court
SHELLEYANNE W.L. CHANG