

## SETTLEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (“Settlement Agreement”) is made, entered into, and effective as of the date on which the Court approves this agreement pursuant to section 25249.7 of the California Health & Safety Code (the “Effective Date”), by and between plaintiff Anthony E. Held, Ph.D., P.E., (“Held”) and S. C. Johnson & Son, Inc. (“SC Johnson”). Held and SC Johnson are referred to as the “Parties.”

### Recitals

A. On November 17, 2011, Held sent a “60-Day Notice of Violation” addressed to H. Fisk Johnson, Chief Executive Officer -- SC Johnson, the California Attorney General’s Office, the District Attorney’s Office for 58 Counties, and the City Attorneys for San Francisco, San Diego, San Jose, Sacramento and Los Angeles. The 60-Day Notice of Violation alleged, among other things, that “Toiletry Cases/Bags containing Di(2-ethylhexyl)phthalate” manufactured or distributed by SC Johnson, such as its Kiwi Leather Care Kit (#0 31600 14500 6), (the “toiletry case/bag products”) exposed California consumers to the chemical Di(2-ethylhexyl)phthalate (also known as “DEHP”).

B. On January 12, 2012, Gary Roberts, counsel for SC Johnson, sent a letter to Held’s counsel, Josh Voorhees, Esq., of the Chanler Group. The letter enclosed laboratory test results obtained by SC Johnson which showed that the level of DEHP transferred from the Kiwi Leather Care Kit to a wipe was between 4.3 to 11.7 micrograms per day, below Proposition 65’s Maximum Allowable Daily Level (“MADL”) for ingestion of DEHP of 410 micrograms per day for adult males.

C. On or about November 15, 2012, Held filed a complaint against SC Johnson styled, “*Anthony E. Held, Ph.D., P.E., Plaintiff v. S.C. Johnson & Son, Inc.; and DOES 1-150, inclusive, Defendants*” (the “Complaint”). The Complaint was filed in Alameda County Superior Court as Case No. HG-12-656272. The Complaint asserts a single cause of action for “Violation

of Proposition 65” and seeks, among other things, civil penalties and injunctive relief. The Complaint is based on the November 17, 2011 60-Day Notice of Violation referenced in Recital “A” above.

D. On December 26, 2012, SC Johnson answered the Complaint (the “Answer”). The Answer denies all liability, and prays for relief including costs.

E. On February 5, 2013, SC Johnson mail-served a “Written Offer to Compromise Under California Code of Civil Procedure Section 998” (the “998 Offer”). Plaintiff did not accept the 998 Offer.

F. On February 22, 2013, Held sent a “Supplemental 60-Day Notice of Violation” addressed to H. Fisk Johnson, Chief Executive Officer -- S. C. Johnson & Son, Inc., Michael Duke, President -- Wal-Mart Stores, Inc., the California Attorney General’s Office, the District Attorney’s Office for 58 Counties, and the City Attorneys for San Francisco, San Diego, San Jose, Sacramento and Los Angeles. The Supplemental 60-Day Notice of Violation alleged, among other things, that toiletry case/bag products manufactured or distributed by SC Johnson, such as its Kiwi Leather Care Kit (#0 31600 14500 6), exposed California consumers to DEHP.

G. On March 4, 2013, Held sent a “Second Supplemental 60-Day Notice of Violation” addressed to H. Fisk Johnson, Chief Executive Officer -- S. C. Johnson & Son, Inc., Michael Duke, President -- Wal-Mart Stores, Inc., John Standley, President -- Rite Aid Corporation, the California Attorney General’s Office, the District Attorney’s Office for 58 Counties, and the City Attorneys for San Francisco, San Diego, San Jose, Sacramento and Los Angeles. The Second Supplemental 60-Day Notice of Violation alleged, among other things, that toiletry case/bag products manufactured or distributed by SC Johnson, such as its Kiwi Leather Care Kit (#0 31600 14500 6) and the Kiwi Suede Boot & Shoe Care Kit (#0 31600 204700 1), exposed California consumers to DEHP.

H. On May 13, 2013, Held sent a “Third Supplemental 60-Day Notice of Violation” addressed to H. Fisk Johnson, Chief Executive Officer -- S. C. Johnson & Son, Inc., Michael Duke, President -- Wal-Mart Stores, Inc., John Standley, President -- Rite Aid Corporation, Blake Nordstrom, President -- Nordstrom Inc., the California Attorney General’s Office, the District Attorney’s Office for 58 Counties, and the City Attorneys for San Francisco, San Diego, San Jose, Sacramento and Los Angeles. The Third Supplemental 60-Day Notice of Violation alleged, among other things, that toiletry case/bag products and “Shoe Horns with Vinyl/PVC Grips” (“shoe horn products”) manufactured or distributed by SC Johnson, such as its Kiwi Leather Care Kit (#0 31600 14500 6), the Kiwi Suede Boot & Shoe Care Kit (#0 31600 204700 1) and Select Shoe Horn 24 (#0 31600 58520 8), exposed California consumers to DEHP.

I. On July 12, 2013, Held filed a Motion to Amend the Complaint to include allegations based on the four notice letters identified above (the “Notice Letters”). The Complaint proposed by this motion is referred to below as the Proposed First Amended Complaint.

J. The Parties desire to avoid further litigation and to settle all issues raised by the Notice Letters. Accordingly, this Settlement Agreement is intended to fully compromise and settle all issues arising from the Notice Letters, including all issues concerning the Proposition 65 compliance of all toiletry case/bag products and all shoe horn products covered by one or more notices identified above.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Dismissal of Claims.

Held is responsible for filing the papers necessary to obtain Court approval of this agreement and SC Johnson shall cooperate with Held as appropriate. No later than five (5) calendar days after the Effective Date of this Settlement Agreement, Held shall dismiss the

Complaint in its entirety, with prejudice. The Parties shall file a notice of Conditional Settlement by October 9, 2013.

2. Releases.

(a) Proposition 65 Release By Held. Held, acting on his own behalf and in the public interest, releases SC Johnson from all claims for violations of Proposition 65 up through the Effective Date based on exposure to DEHP from toiletry case/bag products as set forth in the Notice Letters.

(b) Individual Release By Held of SC Johnson. Held hereby releases and forever discharges SC Johnson, its current and former customers, retail sellers of its products, partners, officers, directors, shareholders, agents, members, managers, employees, attorneys, representatives, beneficiaries, parent corporations, partnerships, related entities, subsidiaries, affiliates, insurers, sureties, lenders, predecessors and successors in interest, assigns, executors, administrators and heirs, and all persons acting by, through, under or in concert with SC Johnson, or any of them, from any and all manner of past, present, or future actions or causes of action, liens, claims, damages, obligations, liabilities, debts, accounts, judgments, demands, costs and expenses (including attorneys' fees, expert fees and court costs) of every nature and description whatsoever which are known or unknown to the Parties at the time of this settlement, including without limitation all issues related to any sale or use of SC Johnson's toiletry case/bag products or SC Johnson's shoe horn products, referenced in the Notice Letters.

(c) SC Johnson Release of Held. SC Johnson, on its own behalf, and on behalf of its past and current agents, representatives, attorneys, successors, and assignees, hereby waives any and all claims against Held and his attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by Held and his attorneys and other representatives, including attorneys' fees, expert fees and court costs, whether in the course of investigating claims, otherwise seeking to enforce Proposition 65

against it in this matter, the Complaint, the Proposed Amended Complaint, or with respect to toiletry case/bag products and SC Johnson's shoe horn products referenced in the Notice Letters.

(d) Individual Release By Held of Wal-Mart Stores, Inc., Rite Aid Corporation, and Nordstrom Inc. Held hereby releases and forever discharges Wal-Mart Stores, Inc., Rite Aid Corporation, Nordstrom Inc., and their current and former partners, officers, directors, shareholders, agents, members, managers, employees, attorneys, representatives, beneficiaries, parent corporations, partnerships, related entities, subsidiaries, affiliates, insurers, sureties, lenders, predecessors and successors in interest, assigns, executors, administrators and heirs, and all persons acting by, through, under or in concert with any of them, from any and all manner of past, present, or future actions or causes of action, liens, claims, damages, obligations, liabilities, debts, accounts, judgments, demands, costs and expenses (including attorneys' fees, expert fees and court costs) of every nature and description whatsoever which were or could have been presented in Held's Proposed First Amended Complaint. Held further represents that, as of the date of execution of this Settlement Agreement, neither he nor his counsel or others who act on their behalf are aware of any basis for asserting a Proposition 65 claim against Wal-Mart Stores, Inc., Rite Aid Corporation, or Nordstrom Inc. relating to matters covered by the Notice Letters other than the SC Johnson products placed at issue in Held's Proposed First Amended Complaint.

3. Waiver of California Civil Code Section 1542. Section 1542 of the California Civil Code 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 execution of the release, which if known by him or her must have materially affected his or her settlement with the debtor.”**

The Parties specifically waive any and all rights or benefits that they have or may have under California Civil Code § 1542 (or any other statute or common law principle of similar

substance and effect), and further represent, acknowledge and agree that their knowing and voluntary waiver of California Civil Code § 1542 is an essential and material term of this Settlement Agreement and that without such waiver, this Settlement Agreement would not have been entered into.

4. The Parties agree that SC Johnson has provided test results and an exposure analysis that indicates SC Johnson's toiletry case/bag products do not require a warning label under California's Proposition 65. SC Johnson also alleges it has similar test results and exposure analysis for its shoe horn products, which would therefore also not require warning labels under California's Proposition 65.

5. Full and Independent Knowledge. The Parties each represent that, in executing this Settlement Agreement, they do so freely, knowingly and voluntarily. The Parties each also represent that they have been represented by an attorney in connection with the preparation and review of this Settlement Agreement, that they have specifically discussed with their attorney the meaning and effect of this Settlement Agreement and that they have carefully read and understand the scope and effect of each provision contained herein. The Parties each further represent that they do not rely and have not relied upon any representation, promise or statement made by any other party hereto or any of its counsel or other representatives with regard to the subject matter, basis or effect of this Settlement Agreement.

6. Ownership of Claims. The Parties each represent that, with the exception of any authorized public enforcer under Health and Safety Code § 25249.7(c), no other person or entity has or has ever had any interest in the claims and other matters released and discharged by this Settlement Agreement; that they each have the sole right and exclusive authority to enter into and execute this Settlement Agreement and receive the consideration specified herein; and, that they have not sold, encumbered, assigned, transferred, conveyed, or otherwise disposed of any of the claims and other matters released and discharged by this Settlement Agreement.

7. Warranty of Authorized Signatories. Each of the signatories hereby warrants and represents that he or she is competent and authorized to enter into this Settlement Agreement on behalf of the party for whom he or she purports to sign.

8. Counterparts and Facsimile Signature. The Parties agree that the Settlement Agreement may, for the convenience of the Parties, be executed in counterparts and that it is the intent of the Parties that the copy signed by a party will be fully enforceable against that party. The Parties agree that the transmission of a facsimile signature of this Settlement Agreement shall have the same legal effect as the receipt of an original signature.

9. Parties Bound by Settlement. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns, legal representatives, heirs, executors, administrators, trustors, trustees, beneficiaries, predecessors, partners, partnerships, parent corporations, subsidiaries, affiliated and related entities, officers, directors, principals, agents, servants, employees, representatives, and all persons, and/or corporations connected with them, including without limitation, their insurers, sureties, lenders, and attorneys. This Settlement Agreement also shall inure to the benefit of the retailers released in paragraphs 2(a) and 2(c), above.

10. Miscellaneous.

(a) This Settlement Agreement is a fully integrated agreement and constitutes the final, complete, exclusive and entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior agreements, communications, representations, or warranties, whether oral or written, by any Party or any agent, officer, partner, employee, lawyer or representative of any Party.

(b) This Settlement Agreement, and/or any provision herein, may not be modified, altered, amended, rescinded, or waived except by an instrument in writing which is signed by the party against whom the provisions of such modification, alteration, amendment, rescission, or

waiver is sought to be enforced. Waiver of any one provision of this Settlement Agreement shall not be deemed to be a waiver of any other provision herein.

(c) Should any part, term or provision of this Settlement Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby. In such event, the invalid or unenforceable provision(s) shall be amended by the Parties, if possible, or by the court, if necessary, to the extent required to render it valid and enforceable.

(d) This Settlement Agreement is the product of negotiation, drafting and preparation by and among the Parties and their respective attorneys. The Parties expressly acknowledge and agree that this Settlement Agreement shall not be deemed prepared or drafted by one Party or another and its attorneys, and will be construed accordingly. Any rule of construction to the effect that ambiguities are to be resolved against the drafter(s) shall not apply in the interpretation of this Settlement Agreement.

(e) The Parties will properly execute and deliver to one another such further documents and perform such further acts as may be reasonably necessary to effectuate the provisions of this Settlement Agreement.

(f) This Settlement Agreement is made and entered into in the State of California and shall, in all respects, be interpreted, governed and enforced in accordance with the laws of the State of California. Any action or proceeding arising from this Settlement Agreement shall be brought and maintained in California and the Parties agree to submit to, and not to challenge, the jurisdiction of such court.

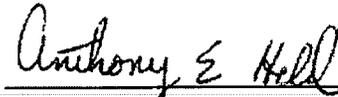
(g) The Parties hereby acknowledge and agree that each shall bear its own respective attorneys' fees, expert witness fees, and other costs incurred in connection with the released matters, including without limitation the Complaint and the matters referenced in the Notice Letters.

(h) The paragraph titles and captions contained in this Settlement Agreement are inserted only as a matter of convenience and for reference, and shall in no way be construed to

define, limit, or extend the scope of this Settlement Agreement or the intent of any of its provisions.

IN WITNESS THEREOF, the undersigned have voluntarily and knowingly executed this Settlement Agreement effective as of October 7, 2013.

Dated: October 10, 2013

  
\_\_\_\_\_  
Anthony Held

Dated: October \_\_, 2013

S. C. Johnson & Son, Inc.

By: \_\_\_\_\_

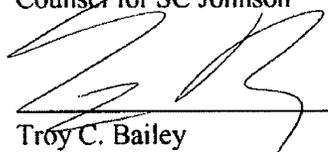
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APPROVED AS TO FORM AND CONTENT:

Dated: October \_\_, 2013

\_\_\_\_\_  
Gary Roberts  
Counsel for SC Johnson

Dated: October \_\_, 2013

  
\_\_\_\_\_  
Troy C. Bailey  
Counsel for Anthony Held

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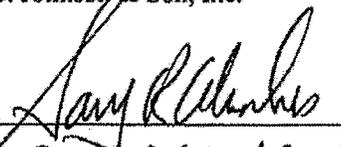
IN WITNESS THEREOF, the undersigned have voluntarily and knowingly executed this Settlement Agreement effective as of October 7, 2013.

Dated: October \_\_, 2013

\_\_\_\_\_  
Anthony Held

Dated: October \_\_, 2013

S. C. Johnson & Son, Inc.

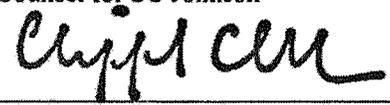
By:  JMS  
Title: Senior VP, GC and Secretary

APPROVED AS TO FORM AND CONTENT:

Dated: October 7, 2013

  
Gary Roberts  
Counsel for SC Johnson

Dated: October \_\_, 2013

  
Clifford A. Chanler  
Counsel for Anthony Held